

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 Brad Hanson

City of Palmer, Alaska
City Council Meeting
June 9, 2020, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 20-006**: Amending the Zoning Map to Revise the Zoning Designation of Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 to Re-Zone Parcel from Commercial Limited (CL) to Public Use (P) Page 3
 - b. **Action Memorandum No. 20-045**: Authorizing the City Manager to Negotiate and the Mayor to Execute Lease 2022 Amendment 33 and Amendment 34 with the State of Alaska to Include Approximately 2,000 Square Feet at the Palmer Public Safety Building Page 27
2. Approval of Minutes
 - a. May 12, 2020, Regular Meeting..... Page 37

E. REPORTS

1. City Manager’s Report..... Page 43
2. City Clerk’s Report
3. Mayor’s Report Page 49
4. City Attorney’s Report

F. AUDIENCE PARTICIPATION

G. NEW BUSINESS

1. **Action Memorandum No. 20-046**: Authorizing the City Manager to Negotiate and Execute a Transfer of Responsibility Agreement with the State of Alaska Department of Transportation and Public Facilities and the Matanuska-Susitna Borough for the Extension of S. Felton Street from the Palmer-Wasilla Highway to Bogard Road..... Page 51
2. **Information Memorandum No. 20-006**: Committee of the Whole for General Discussion Regarding Code of Ethics for City Council (Note: action may be taken following the Committee of the Whole) Page 69
3. **Information Memorandum No. 20-007**: Committee of the Whole for General Discussion Regarding CARES Act Funding (Note: action may be taken following the Committee of the Whole) Page 87

H. RECORD OF ITEMS PLACED ON THE TABLE

I. AUDIENCE PARTICIPATION

J. COUNCIL COMMENTS

K. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jun 23	Regular	7 pm	
Jul 14	Regular	7 pm	
Jul 28	Regular	7 pm	
Aug 11	Regular	7 pm	AML Summer Conf. 11-13 Last Day to Adopt Ballot Measures
Aug 25	Regular	7 pm	
Sep 8	Regular	7 pm	
Sep 22	Regular	7 pm	
Oct 12	Special	6pm	Election Certification
Oct 13	Regular	7 pm	
Oct 27	Regular	7 pm	

**City of Palmer
Ordinance No. 20-006**

Subject: Amending the Zoning Map to Revise the Zoning Designation of Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 to Re-Zone Parcel from Commercial Limited (CL) to Public Use (P)

Agenda of: June 9, 2020

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




Originator Information:

Originator: Brad Hanson, Interim 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	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u></u>	_____

Certification of Funds:


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 20-006
- Planning and Zoning Commission Resolution No. 20-001 with Findings of Facts
- Planning and Zoning Commission Minutes for May 21, 2020 (Draft Copy)
- Staff Report
- Public Notice and Vicinity Map for Commission Public Hearing of May 21, 2020
- Zoning Map Amendment Application

Summary Statement/Background:

If approved, Ordinance No. 20-006 will allow the request for a zoning map amendment to re-zone Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 from Commercial Limited (CL) to Public Use (P).

This parcel was annexed into the City in 1976 as a part of 160 acres tract. In 1979, a master plan was proposed creating Tracts A, B and C, Northgate Subdivision. Current Tract 5 was at that time Tract C. A rezone of those Tracts was passed on August 26, 1980 with Ordinance No. 238-Z-2, changing Tract A from Residential to R-2 and Tracts B and C to Commercial Limited (CL). That master plan however, lapsed. The Zoning of the Tract 5 remained CL.

In 1999, a new master plan was platted, creating Tract A, Cedar Hills Subdivision Unit No. 2, Phase 1, Plat No. 2000-66, for the entire acreage of Northgate subdivision and the name was subsequently changed to Cedar Hills. Tract A zoning designation was Residential-2 (R-2). In 2017, Tract A was re-platted into Tract 5 and Tract 4, Cedar Hills Subdivision Unit No. 2, Phase 1, Plat No. 2017-60. Tract 5 zoning designation is Commercial Limited (CL) and Tract 4 zoning designation is Residential-2 (R-2).

Tract 5 has a 30-foot greenbelt buffer between developed Residential lots on the west and north side of lot.

On March 13, 2020 Cedar Hills Properties LLC & Matanuska Susitna Borough initiated a zoning map amendment to re-zone Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 from Commercial Limited (CL) to Public Use (P).

On May 21, 2020 the Planning and Zoning Commission voted unanimously to recommend City Council approve the request to revise the zoning designation of Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 from Commercial Limited (CL) to Public Use (P).

Administration's Recommendation:

Adopt Ordinance No. 20-006 to revise the zoning designation of Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 from Commercial Limited (CL) to Public Use (P) with the following considerations:

- A. The public use of the property is limited to the establishment of an emergency medical facility building that is oriented in such a way that provides safe access to the Glenn Highway, as outlined in applicant's response to streets are adequate to support the change.
- B. Development of buildings or structures within public zones requires approval from the City of Palmer Planning and Zoning Commission.

LEGISLATIVE HISTORY

Introduced by: Interim City Manager
Hanson
Date: June 9, 2020
Public Hearing:
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 20-006

An Ordinance of the Palmer City Council Amending the Zoning Map to Revise the Zoning Designation of Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1, to Re-Zone Parcel from Commercial Limited (CL) to Public Use (P)

WHEREAS, Cedar Hills Properties, LLC & Matanuska Susitna Borough has initiated a zoning map amendment application received March 13, 2020 to re-zone Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 from Commercial Limited (CL) to Public Use (P); and

WHEREAS, the Planning and Zoning Commission (Commission) duly gave required notices, held its required public hearing on May 21, 2020, made a written report of its decision as to such need, justification and effect to the zoning map amendment in the Commission’s Resolution No. 20-001, and voted 7 in favor and 0 opposed to recommend that such amendment to the zoning map be approved; and

WHEREAS, the Commission adopted findings of fact in Resolution No. 20-001 as to the need, justification and effect to the zoning map amendment on May 21, 2020; and

WHEREAS, the City Council duly gave required notices, held its required public hearing on this date, and has duly considered the request to re-zone parcel from Commercial Limited (CL) to Public Use (P), all evidence and testimony presented including any comments of the persons attending the public hearing, the findings of fact set forth in Planning and Zoning Commission Resolution No. 20-001, and the recommendation of the Commission.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. The City of Palmer Zoning Districts Map dated November 2017 is hereby amended to revise the zoning designation of Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 from Commercial Limited (CL) to Public Use (P) with the following considerations:

- A. The public use of the property is limited to the establishment of an emergency medical facility building that is oriented in such a way that provides safe access to the Glenn Highway, as outline in applicant’s response.
- B. No use of the property authorized by subparagraph A shall commence or continue except in conformance with a conditional use permit approved by the Palmer Planning Commission, consistent with the above findings.

Section 4. Effective Date. Ordinance No. 20-006 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

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 20-001

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION RECOMMENDING CITY COUNCIL APPROVE A ZONING MAP AMENDMENT FOR TAX PARCEL TRACT 5, CEDAR HILLS SUBDIVISION, UNIT 2, PHASE 1 TO RE-ZONE PARCEL FROM COMMERCIAL LIMITED (CL) TO PUBLIC USE (P)

WHEREAS, Cedar Hills Properties LLC & Matanuska Susitna Borough has initiated a Zoning Map Amendment application to re-zone tax parcel Tract 5, Cedar Hills Subdivision, Unit 2, Ph. 1 from Commercial Limited (CL) to Public Use (P);

WHEREAS, a request for a zoning map amendment must be reviewed by the Planning and Zoning Commission and a recommendation reflecting the findings of the Commission must be forwarded to the City Council; and

WHEREAS, on May 5, 2020, 126 public hearing notices were mailed to property owners within 1,200' of the site in accordance with 17.80.030. Notification of the public hearing was published in the Frontiersman on May 12, 2020. A total of 10 comments was received in response, with 4 in favor of, 3 opposed, 2 no objection and 1 questions only reply; and

WHEREAS, Chapter 5, Transportation, Goal 1 from the 2006 Palmer Comprehensive Plan states, "Shape the character and use of the Glenn Highway."; and

WHEREAS, Chapter 6, Land Use, Goal 3, Objective A states, "Provide for the continuation and expansion of Palmer's traditional role as a center for institutional and governmental users for the Mat-Su Borough and State."; and

WHEREAS, Chapter 4, Public Services, Facilities & Infrastructure, Goal 1, Objective B states, "Fire & Emergency Services – Provide adequate fire protection measures and services in Palmer to respond to current and future anticipated emergency service needed"; and

WHEREAS, Chapter 7, Economic Vitality, Goal 1, states "Strengthen Palmer's competitiveness as the region's institutional center"; and

The following facts support a finding that this zone change is in accordance with the Zoning Code, Title 17, and the Comprehensive Plan:

Fact 1:

- a) Tract 5 is large enough to support the development of an emergency medical services building and achieve sufficient setbacks from the residential development to the west and future medium density residential development to the north.
- b) Accomplish objective of monitoring the needs of existing institutional uses and working with these organizations to meet their needs.

- c) Mat-Su Borough provides emergency medical services for the City of Palmer. Locating the facility on the Glenn Highway will provide for faster and more efficient response times for medical emergencies.

Fact 2:

- a) Tract 5 original use was a nursery. Nurseries are a permitted use within the agriculture district, which can have a higher intensity of use than low density residential. The property has had limited use since 1966. Tract 5 current zoning of commercial limited indicate the property was to be developed to a higher intensity then low density residential.
- b) The land is surrounded on the south by a working farm and to the east by commercial and a church. An emergency medical services building would be an acceptable use of property considering land use patterns around the property are as high of an intensity as a public use zone.
- c) Public use zones are compatible with surrounding zoning districts because of the safeguards established in Palmer Municipal Code 17.40.050 requiring commission approval to ensure compatibility. A petition for development will include a site plan, by an Alaska licensed architect, and shall also provide setbacks and a parking plan.
- d) Buffering and appropriate placement of the facility is necessary to minimize the impacts to the low density residential to the west.

Fact 3:

- a) Public facilities such as schools and utilities are established in Cedar Hills. A facility will have access to city sewer and water. Gas and electric are accessible to the property.
- b) Facility vehicular access points will need approval from the Alaska Department of transportation Public Facilities (AK DOT/PF). The City of Palmer recommends acceptance of access as described in the rezone application.

Fact 4:

- a) Improvements to the Glenn Highway has spurred development in the area around Marsh Road. A proposed development of an emergency medical facility that is well conceptualized and appropriately placed with serve the greater Palmer community.
- b) Residential growth on Fishhook Roads and Farm Loop roads has necessitated the evaluation of how emergency services can better serve the public and the placement of facilities.
- c) Recent improvements to the Glenn Highway have increased safety for ingress and egress onto the highway.

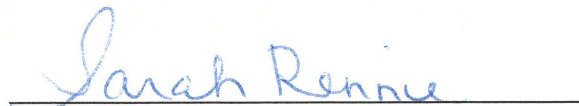
Fact 5:


- a) The proposed map amendment is consistent with the public welfare as an appropriately placed facility will improve efficiency and response times for emergency medical services.
- b) A map amendment to allow Public zoning does not grant a special privilege to the owners as this 5.72-acre parcel is large enough to be sufficiently minimize impacts on non-compatible uses.

NOW, THEREFORE, BE IT RESOLVED that the Palmer Planning and Zoning Commission does hereby recommend the City Council approve the Zoning Map Amendment for Tax Parcel Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 to re-zone parcel from Commercial Limited (CL) to Public Use (P) with the following Considerations:

- A. The public use of the property is limited to the establishment of an emergency medical facility building that is oriented in such a way that provides safe access to the Glenn Highway, as outlined in applicant's response.
- B. Development of buildings or structures within public zones requires approval from the City of Palmer Planning and Zoning Commission.

Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this 21st day of May 2020.


Sarah Rennie
Community Development Specialist


Casey Peterson
Vice Chairman

A. CALL TO ORDER:

The regular meeting of the Planning and Zoning Commission was called to order by Vice Chair Peterson at 7:00 p.m.

B. ROLL CALL:

Present and constituting a quorum were Commissioners:

Richard Benedetto, Chair (via teleconference)	Casey Peterson, Vice Chair
Kristy Thom Bernier (via zoom video-conference)	Dan Lucas (via teleconference)
Josh Taylor (via zoom video-conference)	Gena Ornquist (via zoom video-conference)
Sabrina Shelton (via teleconference)	

Also present were:

Brad Hanson, Community Development Director
David Meneses, Building Inspector
Sarah Rennie, Community Development Specialist
Pam Whitehead, Recording Secretary

C. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA:

The agenda was unanimously approved as presented by roll call vote.
[Shelton, Tudor, Ornquist, Thom-Bernier, Lucas, Peterson, Benedetto]

E. MINUTES OF PREVIOUS MEETING:

The minutes of the **February 20, 2020 Regular Meeting** were unanimously approved as presented by roll call vote.

[Shelton, Tudor, Ornquist, Thom-Bernier, Lucas, Peterson, Benedetto]

F. PERSONS TO BE HEARD:

There were no persons in the audience wishing to speak on a topic not on the agenda.

G. PUBLIC HEARINGS:

- 1. Resolution No. 20-001:** A Resolution of the Palmer Planning and Zoning Commission Recommending City Council Approve a Zoning Map Amendment for Tax Parcel Tract 5, Cedar Hills, Unit No. 2, Phase 1 from CL-Commercial Limited to P-Public Use.

Vice Chair Peterson opened the public hearing on Resolution No. 20-001 at 7:05 p.m.

Staff Report: Director Hanson reported general and background information on the requested rezone, including site information, parcel size, existing zoning, surrounding land uses, particular considerations, code requirements, and findings of fact. Public notice and publishing requirements pursuant to code have been met. A total of 10 written comments were received in response, with 4 in favor, 3 opposed, 2 no objection, and 1 with questions.

Findings of Fact: Pursuant to PMC 17.80.036.C, the Commission shall give consideration as to what effect the proposed change would have on public health, safety, welfare and convenience, and for a map amendment show whether:

Fact 1: The proposed change is in accordance with the borough and city comprehensive plans.

Staff finds the following support in the Comprehensive Plan:

- Chapter 5, Transportation, Goal 1, states, "Shape the character and use of the Glenn Highway."
- Chapter 6, Land Use, Goal 3, Objective A states, "Provide for the continuation and expansion of Palmer's traditional role as a center for institutional and governmental users for the Mat-Su Borough and State."
- Chapter 4, Public Services, Facilities & Infrastructure, Goal 1, Objective B states, "Fire & Emergency Services – Provide adequate fire protection measures and services in Palmer to respond to current and future anticipated emergency service needs."
- Chapter 7, Economic Vitality, Goal 1, states "Strengthen Palmer's competitiveness as the region's institutional center."

Staff finds the following facts in support:

- a) Tract 5 is large enough to support the development of an emergency medical services building and achieve sufficient setbacks from the residential development to the west and future medium density residential development to the north.
- b) Accomplish objective of monitoring the needs of existing institutional uses and working with these organizations to meet their needs.
- c) Mat-Su Borough provides emergency medical services for the City of Palmer. Locating the facility on the Glenn Highway will provide for faster and more efficient response times for medical emergencies.

Fact 2: The proposed change is compatible with surrounding zoning districts and the established land use pattern.

Staff finds the following facts in support:

- a) Tract 5 original use was a nursery. Nurseries are a permitted use within the agriculture district, which can have a higher intensity of use than low density residential. The property has had limited use since 1966. Tract 5 current zoning of Commercial Limited (CL) indicate the property was to be developed to a higher intensity than low density residential.
- b) The land is surrounded on the south by a working farm and to the east by commercial and a church. An emergency medical services building would be an acceptable use of property considering land use patterns around the property are as high of an intensity as a public use zone.
- c) Public use (P) zones are compatible with surrounding zoning districts because of the safeguards established in Palmer Municipal Code 17.40.050 requiring commission approval to ensure compatibility. A petition for development will include a site plan by an Alaska licensed architect and shall also provide setbacks and a parking plan.
- d) Buffering and appropriate placement of the facility is necessary to minimize the impacts to the low density residential to the west.

Fact 3: Public facilities such as schools, utilities and streets are adequate to support the proposed change.

Staff finds the following facts in support:

- a) Public facilities such as schools and utilities are established in Cedar Hills. A facility will have access to

city sewer and water. Gas and electric are accessible to the property.

- b) Facility vehicular access points will need approval from the Alaska Department of transportation Public Facilities (AK DOT/PF). The City of Palmer recommends acceptance of access as described in the rezone application.

Fact 4: Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change.

Staff finds the following facts in support:

- a) Improvements to the Glenn Highway have spurred development in the area around Marsh Road. A proposed development of an emergency medical facility that is well conceptualized and appropriately placed will serve the greater Palmer community.
- b) Residential growth on Fishhook Roads and Farm Loop Roads has necessitated the evaluation of how emergency services can better serve the public and the placement of facilities.
- c) Recent improvements to the Glenn Highway have increased safety for ingress and egress onto the highway.

Fact 5: The proposed change is consistent with the public welfare and does not grant a special privilege to the owner(s).

Staff finds the following facts in support:

- a) The proposed map amendment is consistent with the public welfare as an appropriately placed facility will improve efficiency and response times for emergency medical services.
- b) A map amendment to allow Public zoning does not grant a special privilege to the owners as this 5.72-acre parcel is large enough to sufficiently minimize impacts on non-compatible uses.

Staff Recommendation:

If, following the Public Hearing, the Commission finds the applicant's proposal conforms to the Palmer Comprehensive Plan and Zoning Code provisions, then staff recommends that the Commission approve this request for rezone Tract 5 Cedar Hills, Unit 2, Phase 1 to Public Use zoning with the following considerations for Tax Parcel Tract 5 and forward a recommendation for approval to the City Council:

- A. The public use of the property is limited to the establishment of an emergency medical facility building that is oriented in such a way that provides safe access to the Glenn Highway, as outlined in applicant's response.
- B. Development of buildings or structures within public zones requires approval from the City of Palmer Planning and Zoning Commission.

Public Hearing: Vice Chair Peterson opened the hearing for public testimony at 7:19 p.m.

Applicant:

Nancy Cameron, Land Management Agent, Mat-Su Borough:

- Testified on behalf of the Applicant and Owner: Cedar Hills Properties LLC & Matanuska-Susitna Borough, in support of the requested rezone;
- Discussed mitigation and protective measures to address neighbor concerns for quiet and noise reduction, emphasizing the facility will *only* be an ambulance station, not a fire station;
- Noted that funding for purchase of the property has been appropriated; that the requested rezone from CL to P is the last step in meeting the conditions of the Purchase Agreement with the Owner;
- Respectfully asked that the rezone be approved.

- Responded to questions/clarifications by the Commission regarding siren use and the primary access road (Marsh Road).

Bill Gilbert, resident of Cedar Hills:

- Commended staff for the fine job in the noticing and keeping them advised regarding this meeting;
- Spoke in opposition to the rezone request, commenting they used to live a quarter mile from the current ambulance station and told the story of sirens blazing at all hours of the day and night. They moved to Cedar Hills and now, less than 200 yards away again will be the new facility;
- Discussed CL being "limited" but P could also be a park; that nobody would complain about a park. Cedar Hills is a high density area, lots of kids, and a great place for a park as opposed to a place that is in and out with sirens;
- His main concern is the change in zoning to a 24/7 potentially noisy area with the sirens and believes this is the wrong place for that kind of facility.

Tony Clark, resident of Cedar Hills:

- Spoke in opposition to the rezone, in agreement with the previous speaker concerning the noise, stating his back yard borders the property to be rezoned;
- Spoke to the loudness of the semi-truck traffic from the landfill nearby that goes down the road;
- Appreciates the mitigation measures talked about, but does not believe an earthen berm will make a difference; that consideration should be given that it will bring a big change to the neighborhood.

There was one additional written response received 5/18/2020 from Jade Schlichting, indicating "supportive."

Applicant's Rebuttal/Response:

- Ms. Cameron spoke in response to the Gilberts' and the Clarks' concerns, noting she hears what they are saying and emphasized wanting to be good neighbors, to work with the neighborhood to come up with mitigation that will direct or abate the sound, which she believes can be done. It needs to be noted for the record that these concerns exist. This property is an ideal location for a great service, but we also need to be mindful of doing what we can to continue to allow the lifestyle the residents have chosen to be respected. She would like to be part of facilitating the process of the Borough staff and the neighbors working together to find a solution as to what will work. She would welcome input from the community.
- Responded to Commission questions regarding use of alarm/siren regulations.

There being no others coming forward to testify, the public hearing was closed at 7:47 p.m.

Vice Chair Peterson called for the motion:

Main Motion: For approval of Resolution No. 20-001, recommending City Council Approve a Zoning Map Amendment for Tax Parcel Tract 5, Cedar Hills, Unit No. 2, Phase 1, from CL-Commercial Limited to P-Public Use, to include adoption of Findings of Fact 1-5 as stated by staff in support of Resolution 20-001 and as reviewed by the Commission.

Moved by:	Lucas
Seconded by:	Shelton
Vote:	7 Yes / 0 No; Shelton, Tudor, Ornquist, Thom Bernier, Lucas, Peterson, Benedetto
Action:	Motion Carried Unanimously by roll call vote.

Director Hanson informed the applicant that Resolution 20-001 zoning action will be forwarded to the City

Council for introduction at its June 9 meeting, and for another public hearing at the Council June 23 meeting. He also informed the Commission’s action may be appealed pursuant to PMC 17.98 by any party, including a city official. The right to appeal is forfeited unless a written appeal is delivered to the Clerk within 20 calendar days of the Commission’s decision.

H. UNFINISHED BUSINESS:

1. Committee of the Whole: Discussion of IM 20-010 regarding PMC 17.28 CL-Limited Commercial Highway Commercial District and Central Business District zoning districts for a presentation at the joint City Council/Planning and Zoning Meeting (note: action may be taken by the Commission following the committee of the whole).

Main Motion: To enter Committee of the Whole for open and ease of discussion of the Commercial Districts for City Council presentation.

Moved by:	Thom Bernier
Seconded by:	Lucas
Vote:	7 Yes / 0 No; Shelton, Tudor, Ornquist, Thom Bernier, Lucas, Peterson, Benedetto
Action:	Motion Carried Unanimously by roll call vote.

[The Commission entered Committee of the Whole at 8:00 p.m.; exited at 8:08 p.m.]

Director Hanson provided an update as to status of the Title 17 commercial district rewrites, recommending the Commission develop a Written and Oral Report by Chair Benedetto to the Council and plan a Joint Meeting at a later date when the social distancing restrictions have relaxed to be able to fit in the room or be able to have a productive joint meeting via Zoom. Also, Sarah has prepared and printed a Title 17 Update and has copies for everyone.

The Commission had no additional comments.

[The Commission exited Committee of the Whole without objection at 8:08 p.m.]

I. NEW BUSINESS:

1. Committee of the Whole: Discussion of IM 20-011 regarding PMC 17.24 R-2 low density residential district and PMC 17.26 R-3 medium density multi-family residential district for consideration of setbacks (note: action may be taken by the Commission following the committee of the whole).

Main Motion: To enter Committee of the Whole for open and ease of discussion considering 15-foot setbacks in R-2 and R-3.

Moved by:	Benedetto
Seconded by:	Ornquist
Vote:	7 Yes / 0 No; Shelton, Tudor, Ornquist, Thom Bernier, Lucas, Peterson, Benedetto
Action:	Motion Carried Unanimously by roll call vote.

[The Commission entered Committee of the Whole at 8:09 p.m.; exited at 8:37 p.m.]

Director Hanson reported the action is to evaluate setbacks in R-2 and R-3, noting he was approached by a developer concerning the appropriateness of 15-foot setbacks. The commission was asked to consider if newly-platted lots should have 15-foot setbacks, and if so, it would result in a text amendment to R-2 and R-3 and move to the city council for final approval.

Following Committee of the Whole discussion:

- Commissioners Shelton, Ornquist, Lucas, Thom Bernier, and Peterson recommended:
 - to allow reduction of the 15-foot setback to 10-foot in R-2; and
 - do not allow reduction of the 15-foot setback in R-3.

Director Hanson will bring back the text amendment to the next meeting.

[The Commission exited Committee of the Whole without objection at 8:37 p.m.]

J. PLAT REVIEWS:

1. **IM 20-008:** Pre-application Plat – Re-subdivide three lots to create two new lots, Lots 10-1, 10-2, and 11 of Roland Snodgrass Subdivision (located inside Palmer City limits).

Director Hanson directed attention to the comments of City Departments in the packet:

City Manager: Access to lots must be from road not alleyway. There were no other department comments.

The Commission had no additional comments.

2. **IM 20-009:** Pre-Application Plat – To divide one lot and create two new lots, Lot 1, Smith extension Y2K Addition Subdivision (located inside Palmer City limits).

Director Hanson reported City Department comments included:

City Manager: New lots must conform to current zoning.

Public Works: Water and sewer connections will be required and a new driveway permit.

The Commission had no additional comments.

3. **IM 20-012:** Abbreviated Plat – To combine Lots 1, 2 & 3, Block 1A, Sherrod, Plat #12-204 into one lot to be known as Lot 3A, Sherrod Subdivision (located inside Palmer City limits).

Director Hanson reported City Department comments included:

City Manager: See Community Development related to roadway.

Building Inspector: Agree with comment of Community Development.

Community Development: The lots are located within the designated Airport Influence Area; a plat note should be added to the new plat reflecting this information. On the plat provided 2/13/20 it shows lot extends into Gulkana Street. This is inaccurate as the property in the roadway was quitclaim deeded to the City on March 11, 1953.

Fire Chief: Same as Building Inspector.

Public Works: MSB Real Property Parcel ID 41211, Sherrod, Block 1A, Lot 1, showing 0.08 gross acreage. Total combined should say 0.50 for new lot.

The Commission had no additional comments.

4. **IM 20-013:** Master Plan Plat Review – To create a 19-lot, 4-phase master plan from Tax Parcels D14, D16, D17 and Lot 2, Spring Pond Estates to be known as FOLSOM ACRES (located outside Palmer City limits).

Director Hanson reported City Department comments included:
Public Works: P.W. has reviewed and has no issues.
There were no additional Department comments.

The Commission had no additional comments.

K. PUBLIC COMMENTS: None.

L. STAFF REPORT:

Director Hanson:

- Updated on things happening in the Department of Community Development;
- Reported the City Council appropriated \$125,000 for annexation services; the Council selected Agnew Beck to perform the services; they will be presenting to the Commission soon;
- Discussed the annexation goals agreed on between the Council and Agnew Beck:
 - promote orderly high quality development and cost effective extension of services when and where warranted;
 - sustain desired quality of life in and around Palmer;
 - insure a sustainable tax base along with a long term economic viability, physical health and natural environment in Palmer;
- Discussed the role of the Local Boundary Commission;
- Currently working to identify study areas for evaluation.
- Recommended review of the annexation strategies of 2010.

M. COMMISSIONER COMMENTS:

Commissioner Lucas:

- Commented he was pleased to hear that the City Council is finally addressing annexation.

Chair Bennetto:

- Thank you to Vice Chair Peterson for chairing the meeting; looks forward to seeing everyone next month.

N. ADJOURNMENT:

There being no further business, the meeting adjourned without objection at 8:58 p.m.

APPROVED by the Planning and Zoning Commission this 18th day of June, 2020.

Casey Peterson, Vice Chair

Brad Hanson, Community Development Director



Community Development Zone Change Application Staff Report to Commission

PART I. GENERAL INFORMATION

Location:	Tract 5, Cedar Hills Unit 2, Ph. 1
Site Address:	
Request:	District change from Commercial Limited to Public Use
Applicant & Owner:	Cedar Hills Properties LLC & Matanuska-Susitna Borough
Public Hearing Date:	May 21, 2020
Notification Requirements:	In accordance with 17.80.030
On May 5, 2020, 226 public hearing notices were mailed to property owners with 1,200' of the site. Notification of the public hearing was published in the Frontiersman on May 15, 2020. A total of 10 written comments were received in response, with 4 in favor of, 3 opposed and 2 no objection and 1 questions only reply.	

PART II. BACKGROUND

Site Information:

This parcel was annexed into the City in 1976 as a part of 160 acres tract. In 1979, a master plan was proposed creating Tracts A, B and C, Northgate Subdivision. Current Tract 5 was at that time Tract C. A rezone of those Tracts was passed on August 26, 1980 with Ordinance No. 238-Z-2, changing Tract A from Residential-1 (R1) to Residential -2 (R-2) and Tracts B and C to Commercial Limited (CL). That master plan however, lapsed. The Zoning of the Tract 5 remained Commercial Limited (CL).

In 1999, a new master plan was platted, creating Tract A, Cedar Hills Subdivision Unit No. 2, Phase 1, Plat No. 2000-66, for the entire acreage of Northgate Subdivision and the name was subsequently changed to Cedar Hills. Tract A zoning designation was Residential-2 (R-2). In 2017, Tract A was replatted into Tract 5 and Tract 4, Cedar Hills Subdivision Unit No. 2, Phase 1, Plat No. 2017-60. Tract 5 zoning designation is Commercial Limited (CL) and Tract 4 zoning designation is Residential-2 (R-2).

Tract 5 has a 30-foot greenbelt buffer between developed Residential lots on the west and north side of lot.

Parcel Size:

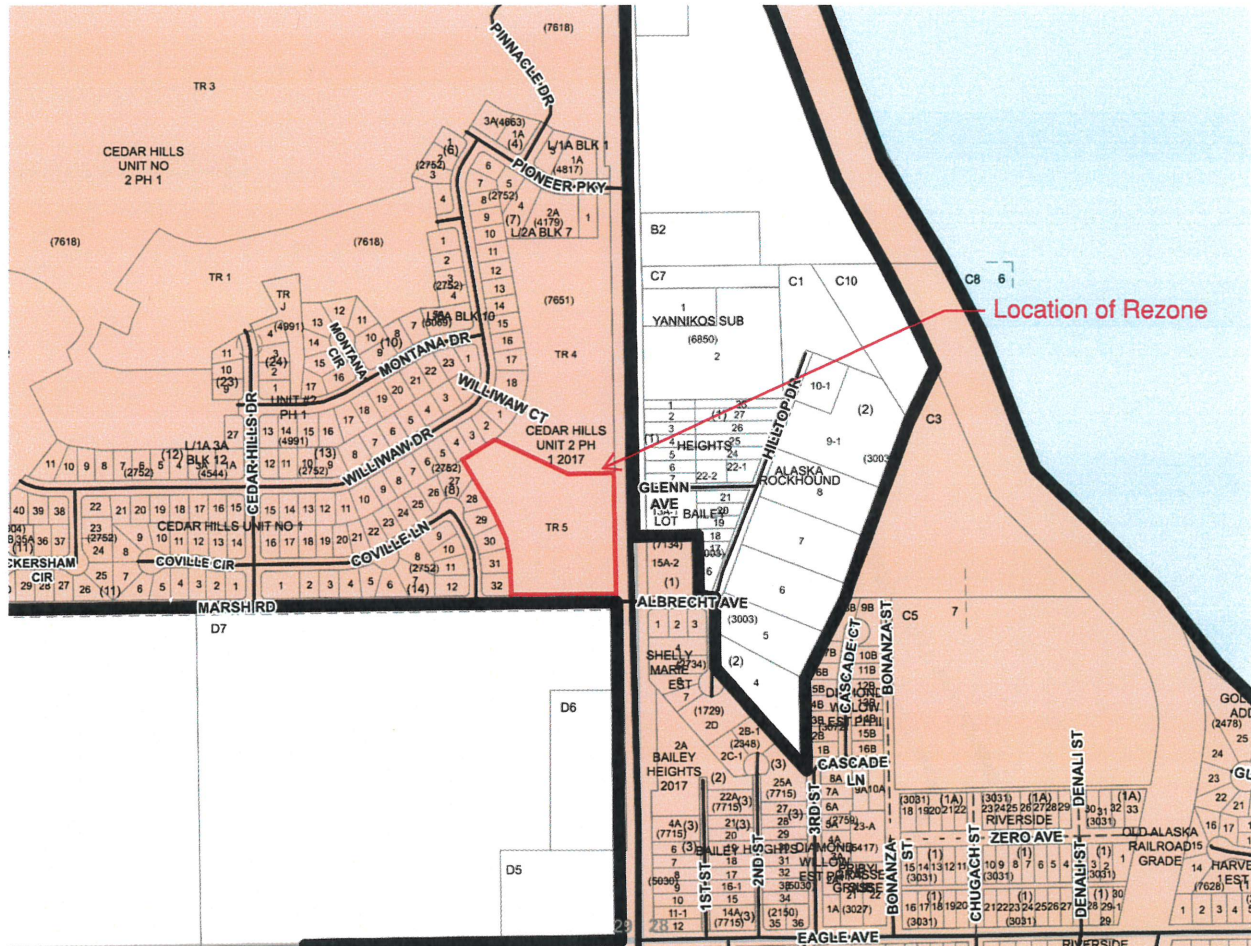
5.72 gross acres

Existing Zoning:

CL – Commercial Limited

Surrounding Land Uses:

	Zoning	Land Use for surrounding areas
North	R-2	Low Density Residential
South	Agriculture	Agriculture use outside of City limits
East	Commercial	Commercial use outside of City limits
West	R-1	Single-Family Residential



Considerations:

The **intent of the CL - Commercial Limited district** is established as a district in which the principal use of land is for a combination of dwellings and commercial enterprises. The **intent of the P - Public Use district** is established as a district in which the use of land is for public buildings and that certain lands be reserved and protected for compatible public uses. This parcel is surrounded by R-2, R-1, Commercial and Agricultural properties.

- The parcel appears to have immediate and adequate access to the Glenn Highway and Marsh Road.

- The parcel contains a 30' greenbelt buffer strip listed on Cedar Hills Subdivision Unit No. 2, Phase 1, Plat No. 2017-60 that would be compatible with the R-1, Single-Family Residential zoned district along the West portion.

Code Requirements:

In the P - Public Use District, the required minimum lot width is 60 feet and the required minimum lot area is 7,200 square feet.

- Tract 5 has a lot area of 249,326 square feet, which exceeds the minimum requirements.
- Tract 5 is a uniquely shaped piece of property; it is approximately 508' in width and 550' in depth.
- Development of an Emergency Medical Services facility will require Planning and Zoning approval of a building or structure, Palmer Municipal Code (PMC 17.40.050). The approval includes a plot plan, architectural design, setbacks, off-street parking and conformance to the city and borough comprehensive plans.

PART III. FINDINGS OF FACT

PMC 17.80.036.C The report of the Commission shall give consideration as to what effect the proposed change would have on public health, safety, welfare and convenience, and for a map amendment show whether:

Fact 1) *The proposed change is in accordance with the borough and city comprehensive plans;*

Applicant's response:

Yes. The city comp plan Goal 1 is to provide and improve essential city services, respond to current need and plan for future demand (Sept. 2006 pg. 4-1); and MSB PF -1 Goal (Public Facilities) is to develop efficient and effective public facilities to meet community/economy/growing population needs (2005 Update pg. 6).

Staff finds the following support in the Comprehensive Plan:

- Chapter 5, Transportation, Goal 1, states, "Shape the character and use of the Glenn Highway."
- Chapter 6, Land Use, Goal 3, Objective A states, "Provide for the continuation and expansion of Palmer's traditional role as a center for institutional and governmental users for the Mat-Su Borough and State."
- Chapter 4, Public Services, Facilities & Infrastructure, Goal 1, Objective B states, "Fire & Emergency Services – Provide adequate fire protection measures and services in Palmer to respond to current and future anticipated emergency service needs."
- Chapter 7, Economic Vitality, Goal 1, states "Strengthen Palmer's competitiveness as the region's institutional center."

Staff finds the following facts in support:

- a) Tract 5 is large enough to support the development of an emergency medical services building and achieve sufficient setbacks from the residential development to the west and future medium density residential development to the north.
- b) Accomplish objective of monitoring the needs of existing institutional uses and working with these organizations to meet their needs.
- c) Mat-Su Borough provides emergency medical services for the City of Palmer. Locating the facility on the Glenn Highway will provide for faster and more efficient response times for medical emergencies.

Fact 2) *The proposed change is compatible with surrounding zoning districts and the established land use pattern;*

Applicant's response:

City zoning includes CL – Commercial Light, R-1 Residential, R-2 Low Density. Property is on edge of city with surrounding land use to include a varied mix of commercial, agriculture, and residential. Emergency service public facilities have blended well with this type of mixed use throughout the MSB.

Staff finds the following facts in support:

- a) Tract 5 original use was a nursery. Nurseries are a permitted use within the agriculture district, which can have a higher intensity of use than low density residential. The property has had limited use since 1966. Tract 5 current zoning of Commercial Limited (CL) indicate the property was to be developed to a higher intensity than low density residential.
- b) The land is surrounded on the south by a working farm and to the east by commercial and a church. An emergency medical services building would be an acceptable use of property considering land use patterns around the property are as high of an intensity as a public use zone.
- c) Public use (P) zones are compatible with surrounding zoning districts because of the safeguards established in Palmer Municipal Code 17.40.050 requiring commission approval to ensure compatibility. A petition for development will include a site plan, by an Alaska licensed architect, and shall also provide setbacks and a parking plan.
- d) Buffering and appropriate placement of the facility is necessary to minimize the impacts to the low density residential to the west.

Fact 3) *Public facilities such as schools, utilities and streets are adequate to support the proposed change;*

Applicant's response:

Yes, the ability to hook into city services and utilize existing utility lines is a significant plus. Primary access is anticipated from Marsh Road with proposed secondary, right-out access onto the Glenn as authorized by DOT/PF.

Staff finds the following facts in support:

- a) Public facilities such as schools and utilities are established in Cedar Hills. A facility will have access to city sewer and water. Gas and electric are accessible to the property.

- b) Facility vehicular access points will need approval from the Alaska Department of transportation Public Facilities (AK DOT/PF). The City of Palmer recommends acceptance of access as described in the rezone application.

Fact 4) *Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change;*

Applicant's response:

MSB conducted 30-day public notice pursuant to MSB 23.05.025 and MSB inter-department review. No objections we received from the public noticing and MSB inter-department review.

Staff finds the following facts in support:

- a) Improvements to the Glenn Highway has spurred development in the area around Marsh Road. A proposed development of an emergency medical facility that is well conceptualized and appropriately placed with serve the greater Palmer community.
- b) Residential growth on Fishhook Roads and Farm Loop roads has necessitated the evaluation of how emergency services can better serve the public and the placement of facilities.
- c) Recent improvements to the Glenn Highway have increased safety for ingress and egress onto the highway.

Fact 5) *The proposed change is consistent with the public welfare and does not grant a special privilege to the owner(s).*

Applicant's response:

Public welfare will be better served through this location due to its access ability to a major highway, a better facility design to accommodate equipment and personnel, and more efficient response time to the Palmer, Sutton and Butte communities. No special privilege is granted to the property owners or MSB.

Staff finds the following facts in support:

- a) The proposed map amendment is consistent with the public welfare as an appropriately placed facility will improve efficiency and response times for emergency medical services.
- b) A map amendment to allow Public zoning does not grant a special privilege to the owners as this 5.72-acre parcel is large enough to be sufficiently minimize impacts on non-compatible uses.

PART IV. STAFF RECOMMENDATION

Based on the information provided by the applicant, public comments received before publication of this report and staff analysis, staff finds this proposal to change the district from CL – Commercial Limited to P – Public Use, is consistent with and substantially in conformance with the Palmer Comprehensive Plan for the P – Public Use.

If following the Public Hearing, Commission finds that the applicant's proposal conforms to the Palmer Comprehensive Plan and Zoning Code provisions, then staff recommends that the Commission approve this request for rezone Tract 5 Cedar Hills, Unit 2, Phase 1 to Public Use zoning with the following considerations for Tax Parcel Tract 5 and forward a recommendation for approval to the City Council:

- A. The public use of the property is limited to the establishment of an emergency medical facility building that is oriented in such a way that provides safe access to the Glenn Highway, as outlined in applicant's response.
- B. Development of buildings or structures within public zones requires approval from the City of Palmer Planning and Zoning Commission.

If the final vote of the Commission is not to approve the rezone, the Commission's decision is final unless the initiating party or property owner files a written statement with the City Clerk within 20 days of the Commission's decision requesting that the zoning be considered by City Council.



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

David Meneses
Building Inspector

Beth Skow
Library Director

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 907-745-3709
Fax: 907-745-5443
www.cityofpalmer.org

May 5, 2020

Dear Property Owner:

The Palmer Planning and Zoning Commission will consider a re-zone of Tract 5, Cedar Hills, Unit No. 2, Phase 1, initiated by Cedar Park Properties, LLC (Owners, sellers) & Matanuska-Susitna Borough (Co-Applicant, buyers). This property is currently zoned CL, Commercial Limited. The request is to rezone the property to P, Public Use for future relocation of Palmer Ambulance Station 3-9. The map on the reverse side of this notice indicates the location of the subject parcel. For additional information on the Public Use District, please refer to Palmer Municipal Code Chapter 17.40 – Public Use District, located online at: www.palmerak.org

The Commission will hold a Public Hearing to consider this application and to allow for public comments as well. The meeting will be held on May 21, 2020 at 7:00 p.m., in the City Council Chambers located at 231 West Evergreen Avenue, Palmer, Alaska.

If you wish to comment on this issue, you may do so by attending the public hearing or by providing written comments to the Planning and Zoning Commission by May 14, 2020. Due to COVID-19 there will be very limited seating available to allow for social distancing and other safeguards may apply at the time of the meeting. Written comments may be mailed to Department of Community Development, 645 E. Cope Industrial Way, Palmer, Alaska, faxed to 745-5443 or emailed to me at: srennie@palmerak.org

Sincerely,


Sarah Rennie
Community Development Specialist

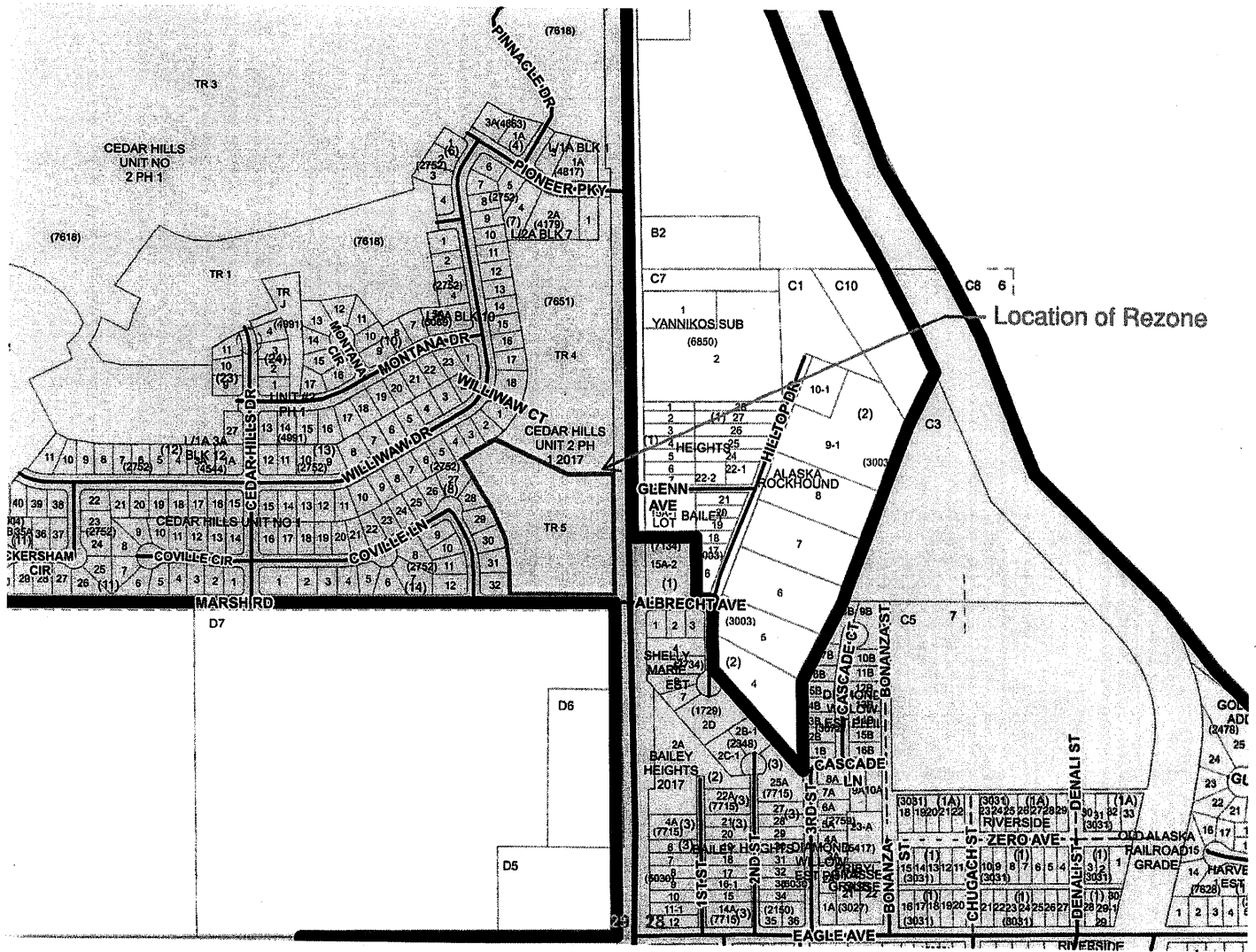


For the following reason, I am (please circle) (in favor of), (NOT in favor of), (have no objection to) the issuance of the proposed re-zone from CL to P.

Name: _____

Address: _____

VICINITY MAP



N

Request for Rezone from CL, Commercial Limited District to P, Public Use District for Tract 5, Cedar Hills Subdivision, Unit No. 2, Phase 1.



Received

MAR 13 2020

City of Palmer
Received

MAR 13 2020

City of Palmer

**City of Palmer
Department of Community Development**

645 E. Cope Industrial Way, Palmer, Alaska 99645 Telephone:
(907) 745-3709 * Fax: (907) 745-5443

Zoning Map Amendment Application

Applicant: Cedar Park Properties, LLC (Owner, Seller)
Matanuska-Susitna Borough (Co-applicant, Buyer)

Legal Description of Properties covered by this application (use additional sheets if necessary):

Tract 5, Cedar Hills Subdivision, Unit No. 2, Phase 1, 2017, according to the official plat filed under
Plat Number 2017-60, in the record of the Palmer Recording District, Third Judicial District,
State of Alaska. (Tax Parcel #7651000T005)

Requested District Change (i.e., from - to): Commercial Light to Public Use

Reason for request: Land acquisition by Matanuska-Susitna Borough (MSB) for future relocation of Palmer Ambulance Station 3-9.

Please provide a written narrative explaining the following:

1. Is the proposed change in accordance with the borough and city comprehensive plan?

Yes. The city comp plan Goal 1 is to provide and improve essential city services, respond to current need and plan for future demand (Sept 2006 pg 4-1); and MSB PF-1 goal (Public Facilities) is to develop efficient and effective public facilities to meet community/economy/growing population needs (2005 Update pg 6)

2. How is the proposed change compatible with surrounding zoning districts and the established land use pattern?

City zoning includes CL-Commercial Light, R-1 Residential, R-2 Low Density. Property is on edge of city with surrounding land use to include a varied mix of commercial, agriculture, and residential.

Emergency service public facilities have blended well with this type of mixed use throughout the MSB.

3. Are public facilities such as schools, utilities and streets adequate to support the proposed change?

Yes, the ability to hook into city services and utilize existing utility lines is a significant plus.

Primary access is anticipated from Marsh Road with proposed secondary, right-out access onto the Glenn as authorized by DOT/PF.

4. Do changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change?

MSB conducted 30-day public notice pursuant to MSB 23.05.025 and MSB inter-department review.

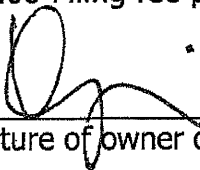
No objections were received from the public noticing and MSB inter-department review.

5. Is the proposed change consistent with public welfare and will it grant a special privilege to the owners?

Public welfare will be better served through this location due to its access ability to a major highway, a better facility design to accommodate equipment and personnel, and more efficient response time to the Palmer, Sutton and Butte communities. No special privilege is granted to the property owners or MSB.

Date of application: 3/4/2020

\$250.00 Filing fee paid: Yes, included with application


Signature of owner or owner's authorized representative

561 E. 36th Avenue, Suite 200 Anchorage, AK. 99503 / (MSB) 350 E. Dahlia Avenue, Palmer, AK. 99645

Address

907-646-3680, natalie@cylaska.com, Natalie Travers-Smyre CRS, GRI, Associate Broker, Dwell Realty

907-861-7848, nancy.cameron@matsugov.us, Nancy Cameron, Land Management Agent, MSB

Phone/contact number

**City of Palmer
Action Memorandum No. 20-045**

Subject: Authorizing the City Manager to Negotiate and the Mayor to Execute Lease 2022 Amendment 33 and Amendment 34 with the State of Alaska to Include Approximately 2,000 Square Feet at the Palmer Public Safety Building

Agenda of: June 9, 2020

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




Originator Information:

Originator: 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	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u></u>	_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **(4,419.71)**

This legislation (√):

- Creates revenue in the amount of: \$ (4,419.71) Dec 2020 Lease Payment
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-00-00-3624
- Not budgeted Revenue Reduction

Director of Finance Signature: 

Attachment(s):

- Amendment 33 to Lease No. 2022
- Amendment 34 to Lease No. 2022

Summary Statement/Background:

The city of Palmer and the State of Alaska Department of Public Safety (SOA DPS), entered into an agreement in 1985 for lease space at Palmer public safety building to house the Alaska State Trooper detachment. The lease has been in effect since then and has been amended 32 times. The troopers currently occupy 8,887 Square feet and pay \$4,354.63 per month. Beginning on July 1, 2020 rent at trooper detachment will increase to \$4,419.71.

On March 13, 2020, the city of Palmer and SOA DPS entered into an Intergovernmental Agreement (IGA) for the SOA DPS to provide dispatch services for the city of Palmer. A responsibility of the city within the IGA, was to provide the current dispatch floor space to the SOA DPS allowing the state to begin dispatch services for trooper detachment B and Palmer police and fire. Troopers will assume approximately 2,000 square feet, occupying the entire south wing of the public safety building and the communication hut for dispatch equipment.

Lease 2022 amendment 33 values the total lease space of approximately 10,887 square feet at \$75,133.56. The city of Palmer will provide this space at no charge to the state, as per our contribution to the IGA for dispatch services. SOA DPS will begin dispatching Palmer police and fire on December 1, 2020. At that point, the troopers will discontinue lease payments for trooper detachment. This will create unrealized rents budgeted in 2020 of \$4,419.71.

If the troopers or the city discontinue the dispatch agreement, the lease space of 2000 square feet will resort to the city, and if the troopers wish to stay in the public safety building, they will begin paying lease payments on the 8,887 square feet.

Administration's Recommendation:

To approve Action Memorandum No. 20-045 authorizing the City Manager to negotiate, and the Mayor to execute agreement with DPS for lease space.



**STATE OF ALASKA
AMENDMENT TO LEASE
LEASE 2022**

This agreement, to be known as **Amendment Number Thirty-Three (33)** to the existing lease, entered into on the 1st day of July 1985, and **first recorded at the Palmer Recording District in Book 0442, Page 331**, by and between:

**CITY OF PALMER
231 WEST EVERGREEN AVENUE
PALMER, ALASKA 99645**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION - 12
550 WEST 7TH AVENUE, SUITE 1960
ANCHORAGE, ALASKA 99501-3558**

hereinafter called the Lessee, covering:

Approximately 8,887 square feet of net usable office space located at the Palmer Public Safety Building, 453 South Valley Way, Palmer, Alaska. Lot 1 Palmer Public Safety Subdivision, according to Plat 85-106

THIS AMENDMENT SHALL

1. Recognize that the firm term identified in Amendment No. 32, Item 1. shall be extended from a five (5) year firm term of July 1, 2018 – June 30, 2023, to a seven (7) year firm term for the period July 1, 2018 – June 30, 2025.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration

Shared Services of Alaska

Leasing Section

550 West 7th Avenue, Suite 200

Anchorage, AK 99501-3571

LEASE NO. **2022**

Amendment No. **33**

Page 1 of 4

2022 A33 Add

Initial _____ Initial _____

2. Add approximately 2,000 square feet of dispatch center and affiliated equipment room space to Lease 2022 for a period of five (5) years beginning July 1, 2020 and ending June 30, 2025.
3. Recognize that the Lessee shall have the option to renew all 10,887 square feet of lease space for one (1) additional five (5) year period, to be exercised a minimum of two years in advance of the expiration of the term.
4. Recognize that the State of Alaska paid the City of Palmer Monthly Lease Rent for the current 8,887 square feet of office space from July 1, 2018 through June 30, 2020.
5. Recognize that effective December 1, 2020 Lease costs will be paid through in-kind services which will be outlined in the Intergovernmental Agreement for Dispatch Services between the Department of Public Safety and the City of Palmer, executed May 13th, 2020.
6. Recognize that effective July 1, 2020 the **Monthly Lease Rate for the 2,000 square feet of space added in Item 2. above shall be \$0.00.**
7. Recognize that effective December 1, 2020 the **Monthly Lease Rate for the 8,887 square feet of space shall be \$0.00.**
8. Effective July 1, 2020, remove all CPI adjustment language from the lease.
9. Recognize that effective July 1, 2020, the Property description shall be changed as follows:

Approximately 10,887 square feet of net usable office space located at the Palmer Public Safety Building, 453 South Valley Way, Palmer, Alaska. Lot 1 Palmer Public Safety Subdivision, according to Plat 85-106.

10. Recognize effective July 1, 2020 the Lessee shall be responsible for air conditioning unit maintenance and upgrades necessary to support added communication equipment within the dispatch center and affiliated communication shed.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration

Shared Services of Alaska

Leasing Section

550 West 7th Avenue, Suite 200

Anchorage, AK 99501-3571

LEASE NO. **2022**

Amendment No. **33**

Page 2 of 4

2022 A33 Add

Initial _____ Initial _____

11. Recognize that the Lessee address is changed as follows:

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION - 12
550 WEST 7TH AVENUE, SUITE 200
ANCHORAGE, ALASKA 99501-3571**

All other terms and conditions of the lease remain the same.

LESSOR: CITY OF PALMER

By: _____ **Date:** _____
Brad Hanson
City Manager

LESSEE: STATE OF ALASKA

By: _____ **Date:** _____
Steve Smith
Contracting Officer III

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration

Shared Services of Alaska

Leasing Section

550 West 7th Avenue, Suite 200

Anchorage, AK 99501-3571

LEASE NO. **2022**

Amendment No. **33**

Page 3 of 4

2022 A33 Add

Initial _____ Initial _____

**ACKNOWLEDGMENT OF LESSOR: CITY OF PALMER
STATE OF ALASKA
CITY OF PALMER**

This is to certify that on this _____ day of _____, 2020 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared **Brad Hanson** to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that he is **the City Manager** and that he has been authorized by **the City of Palmer** to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same**.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska
My Commission Expires: _____
Residing at: _____

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
MUNICIPALITY OF ANCHORAGE**

This is to certify that on this _____ day of _____, 2020 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Steve Smith, Contracting Officer III**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of **Shared Services of Alaska** for the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the **State of Alaska**.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska
My Commission Expires with Office
Residing at: Anchorage, Alaska

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration

Shared Services of Alaska

Leasing Section

550 West 7th Avenue, Suite 200

Anchorage, AK 99501-3571

LEASE NO. 2022

Amendment No. 33

Page 4 of 4

2022 A33 Add

Initial _____ Initial _____



**STATE OF ALASKA
AMENDMENT TO LEASE
LEASE 2022**

This agreement, to be known as **Amendment Number Thirty-Four (34)** to the existing lease, entered into on the 1st day of July 1985, and **first recorded at the Palmer Recording District in Book 0442, Page 331**, by and between:

**CITY OF PALMER
231 WEST EVERGREEN AVENUE
PALMER, ALASKA 99645**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION - 12
550 WEST 7TH AVENUE, SUITE 200
ANCHORAGE, ALASKA 99501-3571**

hereinafter called the Lessee, covering:

Approximately 10,887 square feet of net usable office space located at the Palmer Public Safety Building, 453 South Valley Way, Palmer, Alaska. Lot 1 Palmer Public Safety Subdivision, according to Plat 85-106.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration

Shared Services of Alaska

Leasing Section

550 West 7th Avenue, Suite 200

Anchorage, AK 99501-3571

LEASE NO. **2022**

Amendment No. **34**

Page 1 of 3

2022 A34 CPI

Initial _____ Initial _____

THIS AMENDMENT SHALL

1. Recognize that effective June 1, 2019, pursuant to the attached Exhibit A and Amendment No. 32 of the Lease Agreement:
 - a. the "U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U) Anchorage Area" shall be renamed: "U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U) Urban Alaska";
 - b. the U.S. Department of Labor shall publish the "CPI-U Urban Alaska" Index bi-monthly. Historic CPI values are unchanged;
 - c. the Base Year, July through December (2nd Half) 2017 (219.131) remains unchanged as it relates to annual CPI adjustments.
2. Adjust the Monthly Lease Rate for the 8,887 square feet of net usable office space effective July 1, 2020 in accordance with the provisions of Amendments 32 of the Lease Agreement and Item 1 above.

CPI-U Urban Alaska, July – December 2019	228.495
CPI-U Urban Alaska, July – December 2017	<u>-219.131</u>
	9.364 ÷ 219.131 = 0.0427
\$4,354.63 x 35% = \$1,524.12	
\$1,524.12 x 0.0427 = \$65.08	
\$4,354.63 + \$65.08 = \$4,419.71 Adjusted Current Monthly Lease Rate	

All other terms and conditions of the lease remain the same.

LESSOR: CITY OF PALMER

By: _____ **Date:** _____
Brad Hanson, City Manager

LESSEE: STATE OF ALASKA

By: _____ **Date:** _____
Steve Smith, Contracting Officer

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration
 Shared Services of Alaska
 Leasing Section
 550 West 7th Avenue, Suite 200
 Anchorage, AK 99501-3571

LEASE NO. **2022**

Amendment No. **34**

Page 2 of 3

2022 A34 CPI

Initial _____ Initial _____

**ACKNOWLEDGMENT OF LESSOR: CITY OF PALMER
STATE OF ALASKA
CITY OF PALMER**

This is to certify that on this _____ day of _____, 2020 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared **Brad Hanson** to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that he is **the City Manager** and that he has been authorized by **the City of Palmer** to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same**.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska
My Commission Expires: _____
Residing at: _____

**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
MUNICIPALITY OF ANCHORAGE**

This is to certify that on this _____ day of _____, 2020 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Steve Smith, Contracting Officer**, to me known and known by me to be the person described in the executed instruments set forth above as an agent of **Shared Services of Alaska** for the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the **State of Alaska**.

WITNESS my hand and official seal the day and year this certificate first above written.

Notary Public for Alaska
My Commission Expires with Office
Residing at: Anchorage, Alaska

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

After Recordation, Return Document To:

State of Alaska - Department of Administration
Shared Services of Alaska
Leasing Section
550 West 7th Avenue, Suite 200
Anchorage, AK 99501-3571

LEASE NO. **2022**

Amendment No. **34**

Page 3 of 3

2022 A34 CPI

Initial _____ Initial _____

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on May 12, 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

Julie Berberich (participated telephonically)

Richard W. Best (participated telephonically)

Steve Carrington (participated telephonically)

Linda Combs, Deputy Mayor (participated telephonically)

Sabrina Combs (participated telephonically)

Jill Valerius (participated telephonically)

Staff in attendance were the following:

Brad Hanson, City Manager

Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney (participated telephonically)

Gina Davis, Finance Director

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. 20-031:** Authorizing the City Manager to Amend the Professional Services Agreement with HDR, Inc. in an Amount Not to Exceed \$70,018.00 for Additional Engineering Services to Support the City in Consent Decree Negotiations/Coordination with the EPA/DOJ and On-Going Operations at the Palmer Wastewater Treatment Facility
- b. **Action Memorandum No. 20-032:** Authorizing the City Manager to Execute a Design Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$93,960.00 for the Phase I Design Work on the 2020 Avigation Easement Planning Study
- c. **Action Memorandum No. 20-033:** Authorizing the City Manager to Negotiate and Execute a Sole Source Contract with Adam Jenski, RK Ranch, in an Amount Not to Exceed \$17,000.00 for the Reconditioning of Approximately 22 Acres of Hay Field at the Palmer Airport
- d. **Action Memorandum No. 20-034:** Authorizing the City Manager to Negotiate and Execute a Sole Source Contract with Dirtworks, Inc. in an Amount Not to Exceed \$18,000.00 for the Watering of Approximately 22 Acres of Reconditioned Hay Field at the Palmer Airport
- e. **Action Memorandum No. 20-035:** Authorizing the City Manager to Apply for and Accept a Cares Act Grant from the Federal Aviation Administration for Assistance to Airports During the COVID-19 Public Health Emergency
- f. **Action Memorandum No. 20-036:** Authorizing the City Manager to Apply, Accept, and Execute a Grant from the Federal Aviation Administration at 100% Funding for the 2020 Avigation Easement Planning Study Phase I

- g. **Action Memorandum No. 20-037:** Authorizing the City Manager to Extend the Professional and Data Services Contract with AlasConnect, LLC for One Additional Year
 - h. **Action Memorandum No. 20-038:** Authorizing the City Manager to Negotiate and Execute Addendum Number 1 with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area
2. Approval of Minutes of Previous Meetings
- a. April 14, 2020, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes with Scrivener Error

Moved by:	L. Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

E. REPORTS

- 1. City Manager’s Report

City Manager Hanson highlighted his written report.

- 2. City Clerk’s Report

City Clerk Alley highlighted her written report and spoke about upcoming changes to Summer AML Conference due to COVID-19.

- 3. Mayor’s Report
 - a. Palmer/Saroma Sister City 40th Anniversary Trip

Mayor DeVries Highlighted her written report and Proclaimed May as Palmer Bike Month and Older Americans Month.

- 4. City Attorney’s Report

None.

F. AUDIENCE PARTICIPATION

Ms. Margo Jones, with Sunshine Community Health Clinic, participated telephonically, spoke about the opening of their new clinic in Wasilla and discussed what types of services they will be providing to the community.

Mr. Eugene Carl Haberman, testified on the public process and rights for the public to address policies and procedures.

City Clerk Alley read written testimony received from David Fuller. He stated the public is still waiting on an apology from Council Member Best and the Council’s response to ethics and values (see official meeting packet for written testimony).

Ms. Ailis Vann, with Palmer Chamber of Commerce, gave update on current events, spoke about the cancelation of Colony Days and future plans from the chamber in dealing with COVID-19.

Ms. Price, Commissioner of Alaska Department of Public Safety spoke to the changes and as to why they were needed. They are excited for the change and to be able to serve the community better.

G. PUBLIC HEARING

- 1. **Resolution No. 20-010:** Submitting the Question of Amending Charter Section 3.2: Terms of Office, to Limit Mayor and Councilmember Terms, to the City’s Qualified Voters at the October 6, 2020, City of Palmer Election

Mayor DeVries opened the public hearing on Resolution No. 20-010.

Mr. Eugene Carl Haberman, testified on the public process and rights for the public to address policies and procedures. Process of elections.

Hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Resolution No. 20-010

Moved by:	S. Combs
Seconded by:	Valerius

Primary Amendment #1: To Change Council Terms from 2 to 3, Section 3.2, and Total Terms from 4 to 6, Section 3.2

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

Secondary Amendment #1: To Divide the Question – To Separate Council and Mayor Terms into Separate Legislation

Moved by:	Best
Seconded by:	Carrington
Vote:	3 Yes/4 No (Berberich, DeVries, S. Combs, Valerius)
Action:	Failed for Lack of Majority Vote

Motion: To Approve Resolution No. 20-010 as Amended

Vote:	5 Yes/2 No (Best, L. Combs)
Action:	Motion Carried

NEW BUSINESS

- 1. **Action Memorandum No. 20-040:** Approving the City Manager to Negotiate and Execute an Intergovernmental Agreement with the State of Alaska Department of Public Safety for Dispatch Services

Mayor DeVries requested Action Memorandum No. 20-040 to be moved up on the Agenda, due to the members in the Audience for Action Memorandum No. 20-040.

City Manager Hanson provided the requested staff report on Action Memorandum No. 20-040.

Main Motion: To Approve Action Memorandum No. 20-040

Moved by:	S. Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

Mayor DeVries called a recess at 9:00 p.m. The meeting reconvened at 9:10 p.m.

G. PUBLIC HEARING

- 2. **Ordinance No. 20-003:** Amending Palmer Municipal Code Sections 2.04.031, 2.05.020, and 18.15.010 Relating to Mayor and Council Member Candidate Residency Requirements for Elections

Mayor DeVries opened the public hearing on Ordinance No. 20-003.

Mr. Eugene Carl Haberman, testified on the public process and rights for the public to address policies and procedures.

Hearing no objection from the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Ordinance No. 20-003

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

- 3. **Ordinance No. 20-005:** Amending Palmer Municipal Code Section 2.04.160 Council Community Grants

City Manager Hanson reported this was a change to current code and to clean up the code language.

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 the Council, Mayor DeVries closed the public hearing.

Main Motion: To Approve Ordinance No. 20-005

Moved by:	S. Combs
Seconded by:	Berberich

Motion to Postpone: To Move Ordinance No. 20-005 to August 25, 2020 Agenda with Public Hearing

Moved by:	Best
Seconded by:	L. Combs
Vote:	4 Yes/3 No (Berberich, S. Combs, Valerius)
Action:	Motion Carried

H. NEW BUSINESS

- a. **Action Memorandum No. 20-039:** Approving the City Manager to Enter into an Agreement with Resource Data, Inc., for Vote By Mail Feasibility Study Services for \$3,000.00

Main Motion: To Approve Action Memorandum No. 20-039

Moved by:	S. Combs
Seconded by:	Valerius
Vote:	3 Yes/4 No (Best, Carrington, L. Combs, DeVries)
Action:	Failed for Lack of Majority Vote

- b. **Action Memorandum No. 20-040:** Approving the City Manager to Negotiate and Execute an Intergovernmental Agreement with the State of Alaska Department of Public Safety for Dispatch Services

Mayor DeVries requested Action Memorandum No. 20-040 to be moved up on the Agenda, due to the members in the Audience for Action Memorandum No. 20-040. See New Business under G. 1. above.

- c. **Action Memorandum No. 20-041:** Approving a Council Community Grant in the Amount of \$500.00 to the Greater Palmer Chamber of Commerce for the Virtual Cash Mob

Main Motion: To Approve Action Memorandum No. 20-041

Moved by:	S. Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

- d. **Information Memorandum No. 20-005:** Committee of the Whole for Discussion on General Financial Matters Related to COVID-19 (note: action may be taken by the Council following the Committee of the Whole)

Main Motion: To Enter Into Committee of the Whole

Moved by:	S. Combs
Seconded by:	Valerius

The Council entered into a Committee of the Whole at 9:52 p.m.

Ms. Gina Davis, Finance Director entered into the conversation at 9:57 p.m. to answer questions regarding to the city's finances and how COVID-19 has affected the city.

Topics addressed included:

- liquidity;
- General Asset Fund Balance;
- Capital Project Fund;
- Business Closures;
- Provided clarification of the Cares Act Funding;
- Hardship agreements with Utility customers; and
- Provided clarification on proposed resolution that deals with late fees.

The Council adjourned from Committee of the Whole at 10:23 p.m. and reconvened the Regular Meeting.

Main Motion: To Add, A Resolution to the Fees and Fines Schedules for the Waiver of Certain Fees or Fines Due to COVID-19 Public Health Disaster Emergency, to May 26, 2020 Agenda

Moved by:	L. Combs
Seconded by:	Best, Carrington
Vote:	Unanimous
Action:	Motion Carried

I. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported city Building report, annexation strategy 2020, local boundary commission, and Mr. David Fuller written testimony were Items Placed on the Table.

J. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

K. COUNCIL MEMBER COMMENTS

Main Motion: To Add Council Member Assigned Seats to Future Agenda

Moved by:	Carrington
Seconded by:	L. Combs

L. ADJOURNMENT

With no further business before the City Council, the meeting adjourned at 10:41 p.m.

Approved this ____ day of _____, 2020.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



City Manager's Office

Phone: (907) 745-3271
Fax: (907) 745-0930

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

TO: City Council Members
FROM: Brad Hanson
DATE: June 1, 2020
SUBJECT: City Manager's Report for June 9 Meeting

Included is information on library curbside pick-up, May 2020 building report and golf course statistics.

Palmer Public Library

Patron Curbside Statistics

May 12-27, 2020

Curbside service began May 12. Palmer patrons are able to place requests (called Holds) for Palmer Library items by calling the library, or using their online account.

Week 1 was spent contacting patrons with existing holds and getting those delivered.

Week 2 began our regular curbside schedule on Tuesday, Thursday, and Saturday from 10am to 2pm.

Week 3 included a holiday, and we were closed Tuesday, so we filled holds on Wednesday if patrons arrived without scheduling.

Procedure: Staff pulls the items off the shelf, fills the hold request in the computer system, writes up a delivery slip, contacts the patron to let them know it's ready, and sorts the holds onto the pick up shelf. When patrons arrive, staff verifies the patron's information, retrieves the holds, checks the items out, places them in a paper bag for privacy, fills out the rest of the delivery slip, and hands the bag off to the runner wearing PPE, who delivers it to the patron.

803 items have been pulled off our shelves and processed to fill patron hold requests. Over 9 days, we've been available for curbside pick up 36 hours. In that time, staff delivered to 258 cars. Many cars picked up for multiple patrons.

	Cars	Holds		Cars	Holds	
Total	258	803		92	278	Week 1 Totals
Tuesday, May 12, 2020	24	70	4 Hours			old holds
Wednesday, May 13, 2020	26	60	4 Hours			old holds
Thursday, May 14, 2020	21	25	4 Hours			old holds
Friday, May 15, 2020	21	123	4 Hours			old holds
Saturday & Sunday closed						
Monday, May 18, 2020				123	390	Week 2 Totals
Tuesday, May 19, 2020	25	125	4 Hours			
Wednesday, May 20, 2020		50				
Thursday, May 21, 2020	47	74	4 Hours			
Friday, May 22, 2020		109				
Saturday, May 23, 2020	51	32	4 Hours			
Sunday and Monday closed						
Tuesday, May 26, 2020	closed	70	holds pulled			
Wednesday, May 27, 2020	11	36	not open for holds. Delivered 4 Hours.			
Thursday, May 28, 2020	32	29	4 Hours			

Building Department Report
MAY 2020

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	12	\$540,928.00	\$5,594.00	\$1,748.75
Sign Permit	3	\$5,500.00	\$2,086.50	
Fence Permit	5	\$9,671.00	\$130.00	
Totals	20	\$556,099.00	\$7,810.50	\$1,748.75

TYPE OF PERMITS:

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Rent-A-Geek	\$0.00	Temporary Sign	\$0.00	
Matanuska Telephone Assoc.	\$50,000.00	COM New	\$716.75	\$465.75
J.D. Steel Co., Inc.	\$30,000.00	COM Alteration	\$491.75	
KLH, Inc.	\$238,543.00	COM Alteration	\$1,974.00	\$1,283.00
Alaska Family Services	\$500.00	COM Alteration	\$26.00	
Stratton, Craig	\$3,000.00	SF Alteration	\$92.50	
Cintron, Hector L.	\$3,000.00	Fence	\$26.00	
Ramsey, John C.	\$1,036.00	SF Alteration	\$46.25	
Pease, Jesse	\$2,000.00	SF Alteration	\$77.00	
Arnold, Russ & Freda	\$11,585.00	SF Alteration	\$232.75	
Turner, James	\$2,000.00	Storage Shed	\$77.00	
U-Haul Co. of Alaska	\$4,500.00	Signs	\$1,917.50	
Crown Motors LLC	\$1,000.00	Signs	\$169.00	
Meier, Ronald	\$700.00	Fence	\$26.00	
King, Benjamin	\$2,500.00	Fence	\$26.00	
Meier, Ronald	\$3,000.00	SF Alteration	\$92.50	
Campfield, Heather	\$1,000.00	Fence	\$26.00	
Moosey, John	\$198,264.00	SF New	\$1,724.50	
Hull, Edward A.	\$1,000.00	Storage Shed	\$43.00	
Graham, Colt	\$2,471.00	Fence	\$26.00	

Building Department Report
MAY 2020

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees	Year to Date Plan Review Fees
2011	41	11	9	\$3,192,197.00	\$28,576.25	
2012	43	15	3	\$13,260,332.00	\$77,048.75	
2013	24	7	4	\$6,001,741.00	\$42,787.25	
2014	45	11	3	\$11,723,307.00	\$75,276.00	
2015	52	11	5	\$6,000,801.00	\$50,456.50	
2016	36	17	9	\$24,123,558.00	\$116,294.50	
2017	28	5	9	\$2,824,450.00	\$24,983.35	\$10,903.25
2018	29	7	4	\$3,998,727.00	\$32,255.50	\$11,638.75
2019	48	6	7	\$21,394,096.00	\$113,294.75	\$64,452.00
2020	33	7	6	\$1,984,404.00	\$20,175.75	\$5,282.00



P. O. Box 4773 ♦ Palmer, Alaska 99645 ♦ (907) 745-GOLF ♦ Fax (907) 746-4830

Month of April/May

SUMMARY: Preparations started for opening the course with all the Covid-19 protocols back in mid-March. We opened the course on April 23rd for twelve holes of play, then all 18 holes by the end of the month. Although the conditions were wet from plenty of snow the course came through winter very healthy. We had minor ice damage to several greens and some of the fairways will need to be overseeded. The irrigation system was turned on by early May and we had water to every green within the week. We were able to automate the irrigation on May 18th. The course has been extremely busy and customer satisfaction is very high. We continue to practice the Covid-19 protocols and follow state mandates.

Operational Days:	39
Number of Rounds:	4,374
Green Fees:	\$185,214.00
Cart Rental:	\$38,183.00
Driving Range:	\$13,823.00
Club Rental:	\$1,040.00
Merchandise Sales:	\$42,021.20
Snack Bar:	\$12,564.30
Beer & Wine:	\$15,005.25

“BEST IN STATE!” by Golf Digest 2003-2005

Mayor's Memo

Council Meeting report for council Meeting

on June 9, 2020

Weekly meetings with United Way, Mat Su Health Foundation, Homeless Coalition, Food Banks, etc. via Zoom

**Proposed Ethics legislation – June 9 agenda
June 10, 11 AM Wasilla Police Station opening
June 10, June 25 – Agenda setting
June 12 – Radio Free Palmer**

WE WILL CONTINUE TO HOLD CITY COUNCIL MEETINGS. I WILL CHAIR THE MEETINGS IN PERSON

COUNCIL MEMBERS CAN ATTEND VIA ZOOM OR TELECONFERENCE. OUR MEETINGS WILL CONTINUE TO BE LIVE ON CABBAGE RADIO AND YOUTUBE.

THE PUBLIC CAN ATTEND IN PERSON OR CALL IN OR EMAIL OR TEXT THE CITY CLERK AND IT WILL BE RECORD IN THE PUBLIC RECORD

We want and value your input and participation.

Edna DeVries Mayor v/t 907-355-9933

eDEVRIES@PALMERAK.ORG

**City of Palmer
Action Memorandum No. 20-046**

Subject: Authorizing the City Manager to Negotiate and Execute a Transfer of Responsibility Agreement with the State of Alaska Department of Transportation and Public Facilities and the Matanuska-Susitna Borough for the Extension of S. Felton Street from the Palmer-Wasilla Highway to Bogard Road

Agenda of: June 9, 2020

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

Originator Information:

Originator: Chris Nall, Public Works Director

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance	<i>[Signature]</i>	05/18/2020
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works	<i>[Signature]</i>	05/18/2020

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: \$ 2,400,000.00

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: *[Signature]*

Attachment(s):

- S. Felton Street TORA (as of 2/24/2020)
- Initial Concept Engineer Drawings

Summary Statement/Background:

The Matanuska-Susitna Borough has proposed the use of \$2,400,000 dollars from the State of Alaska DOT to fund the design and construction of S. Felton Street between the Palmer-Wasilla Highway and Bogard Road.

This project was originally intended to be completed as part of the original Palmer-Wasilla Highway Eastern Terminus project, but the AKDOT&PF was unable to obtain the right-of-way for the full design buildout of the road extension and therefore cancelled that portion of the project.

At the Boroughs request, the State has transferred funds to the Borough so the Borough can complete the design, right-of-way acquisition and construction of the remaining portions of the S. Felton Street extension.

Upon substantial completion of the project, the City of Palmer will accept transfer of title to the designated lands and improvements and maintain the newly constructed portion of S. Felton Street

Further negotiation and development of the TORA with the Matanuska-Susitna Borough, the State and the City, will allow the City Administration to coordinate and detail their specific obligations with regards to the improvements and facilities associated with the project and their maintenance after project completion.

Administration's Recommendation:

To approve Action Memorandum No. 20-046

TRANSFER OF RESPONSIBILITY AGREEMENT

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES TO THE MATANUSKA SUSITNA BOROUGH AND THE CITY OF PALMER

Project: Felton Street Project

This Agreement is affective upon execution by the State of Alaska, Department of Transportation and Public Facilities (hereafter called the State), the Matanuska-Susitna Borough (hereafter called the Borough) and the City of Palmer (hereafter called the City).

WHEREAS, AS 19.20.060 authorizes the State, the Borough and the City to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

WHEREAS, the Borough has requested funding from the State to design and construct Felton Street between the Palmer-Wasilla Highway and Bogard Road, (hereafter referred to as “the project”) as per Exhibit A with the City accepting ownership and maintenance of the project; and

WHEREAS, the parties to this Agreement agree that the Project, constructed between the Palmer-Wasilla Highway and Bogard Road will provide a much needed north-south collector-level road, drawing traffic off of the heavily congested intersection of the Glenn Highway and the Palmer-Wasilla Highway; and

WHEREAS, as part of the Palmer-Wasilla Highway Eastern Terminus project, the State began development of the Project by producing a design, purchasing a portion of the corridor’s right-of-way, and constructing an intersection approach at the Palmer-Wasilla Highway; and

WHEREAS, in 2011 at the regular Borough election, the voters of the Borough approved a ballot proposition titled Fifty Percent State Match Borough Transportation Systems Bonds (Ordinance 11-084) including the Project titled as “Palmer, Dogwood Avenue/Felton Street Extension”; and

WHEREAS, bonds were issued and appropriated to the Project (Ordinance 13-001); and

WHEREAS, the Borough’s portion of the original Project was intended to link with parallel work on the Project being managed by the State; and

WHEREAS, the State was unable to obtain right-of-way for the full build-out of the Project design and therefore cancelled their portion of the Project; and

WHEREAS in 2017, after spending approximately \$1.6 million on completed portions of the Project, the Borough transferred remaining funds to other 2011 bond projects (Resolutions 17-014 and 17-043); and

WHEREAS, as of 2017, the Borough had already constructed the most northern portion of the Project **providing access to the Palmer High School Pool and an adjacent subdivision**; and

WHEREAS, because of the previous cancellation and transfer of funds to other projects, the Borough does not have the funding to redesign and construct the missing portion of the Project that the State originally designed; and

WHEREAS, the State is transferring funding for the Project to the Borough so that the Borough can complete the design, right-of-way acquisition, and construction of the remaining segment thus providing an additional route for north-south travel, reducing the levels of traffic at the Glenn Highway/Palmer-Wasilla Highway intersection, and improving safety for the traveling public; and

WHEREAS, it is in the best interest of the public and in the interests of both the State and Borough that the Borough be allowed to assume all responsibility for the Project's Scope of Work described in Exhibit A; and

WHEREAS, upon substantial completion of the Project, the City will accept transfer of title to designated lands and improvements and maintain the newly constructed portion of Felton Street; and

WHEREAS, the parties desire to define maintenance responsibilities for those facilities and improvements located within areas that are currently controlled by the State, the Borough, or the City, or that will be conveyed to the City upon completion of the Project (the "Improvements"); and

WHEREAS, the parties hereto wish to memorialize within this document, hereinafter referred to as the "Agreement", their specific obligations with regard to improvements and facilities associated with the Project.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement as set forth below, regarding the planning, design, construction, maintenance, and operation portions of the Project:

1. PLANNING, DESIGN, AND CONSTRUCTION

A. The Borough will complete the planning and design, and construct the Project (as further described in Exhibit A) within the approved scope and funding and per City of Palmer standards. It will provide all labor, materials, and equipment necessary to construct the Project in accordance with the provisions contained within the Project documents and

plans. City standards and details will be incorporated into any future plans for items that will be maintained by the City. The State and the City will be given opportunity to review and comment on any new design and contract documents at the 75 percent “Plans in Hand” design milestone and at the 95 percent “Plans Specifications and Estimate” design milestone at a minimum. The Borough shall submit documentation of concurrence by the City of Palmer for all improvements within the Palmer City limits to the State for review. All comments will be adjudicated to the satisfaction of all parties. The State and the City shall have no claim against the Borough for cost overruns or if the money available is not adequate to complete the Project.

B. The Borough shall be responsible for permitting all utility relocations necessary for this Project.

C. The Borough agrees to comply, and shall require compliance by any contractor, with all applicable local, State, and federal codes, statutes, and regulations. This specifically includes those under AS 35.15 Construction Procedures, and any laws relating to civil rights.

D. The Borough must certify any additional right-of-way acquired for the project beyond what the State has already acquired as of the signing of this document (i.e. land interest in the project site) pursuant to AS 35.15.110 Title to Site & Completion of Project, and obtain the State’s approval.

E. The State will have technical review of the improvements within State right-of-way (ROW) in conjunction with the Borough’s submittal for an Approach Road Permit, which the Borough is subject to within the State’s ROW. ~~The Borough understands that a Traffic Impact Analysis and signal warrants may be required as part of an Approach Road Permit.~~

F. The State has coordinated with the appropriate regulatory agencies and produced an Environmental Checklist for the project, a copy of which will be sent to the Borough. The State also determined that no environmental permits were required to construct the project except for a Storm Water Pollution Prevention Plan that is the Borough’s responsibility to obtain.

G. The Borough, the State, and the City shall partner in the final inspection of the Project. The State shall approve the final documents on the project per AS 35.15.110.

2. FUNDING AND PROGRESS PAYMENTS

A. The State agrees to reimburse the Borough in the amount not to exceed TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000) to be used to design and construct the project. This funding will only be used for the accomplishment of the project as outlined in Exhibit A and shown in Exhibit B.

B. The State may provide additional funding of the project development and construction costs at its sole discretion.

C. The Borough will submit progress payment requests monthly and the State will pay them. Billing back up documentation will not be required for the monthly billings, but will be made available by the Borough should an audit be requested. The State agrees to review progress payment requests and provide any questions to the Borough within 10 calendar days of receiving the progress payment request. The Borough shall answer all questions in writing, submit all requested backup information, and submit a revised progress payment request. The State will review the progress payment request as stated above and the process will be repeated until there are no questions. Once there are no questions on the progress payment request, but no later than 45 days from the date of receipt, the State shall process the progress payment request for payment and pay the Borough the amount requested.

D. The Borough shall submit a quarterly status and expenditure report to the State. The first report shall be due at the end of the quarter in which the agreement has been executed and a subsequent report shall be due every three months thereafter until project completion (i.e., after acceptance by the State that the Borough has completed its requirements under this Agreement).

E. The Borough shall provide the State 20 days to review all financial documents required in this agreement, except monthly progress payments (see item 2C).

F. The Borough, upon completion of the Project, shall provide the State with the final expenditure report, certified by the Borough, of all costs incurred in the accomplishment of the Project. Upon receipt of the final expenditure report, State will make any final payment within 30 days.

G. The Borough recognizes that AAC 45.010 Audit Requirements establishes specific audit requirements for agreements executed after August 1, 1985. The Borough agrees to be immediately subject to the audit requirements as set forth in the Alaska Administrative Code 45.010. The State will audit, at its discretion, the project upon written project completion notification by the Borough. The Borough shall maintain all project records for three (3) years after the date of project acceptance.

H. Within sixty (60) days after the issuance of the final audit report to the State or sixty (60) days after acceptance by the State that the Borough has met the requirements of this Agreement, the Borough will return the full amount of the grant, less legitimate project expenses, to the State of Alaska.

3. MAINTENANCE AND OPERATIONS

A. Maintenance obligations after substantial completion.

i. At its sole cost and expense, the City will maintain and operate the Project improvements as shown on the attached Road Ownership and Maintenance Map

(Exhibit B) in a manner consistent with the City's maintenance standards, commencing upon Substantial Completion of those improvements. The City's maintenance responsibilities include preservation of culverts and drainage systems, snow and ice removal, replacement of damaged or illegible signs, repair/replacement of streetlights as needed, removal of dead animals, ~~and~~ routine pothole and crack repair ~~and sidewalk/pathway repair~~.

ii. The City will own and maintain all portions of Felton Street as shown on the attached Road Ownership and Maintenance Map (Exhibit B) at its sole cost and expense, without reimbursement from State or the Borough.

iii. The City agrees to assume maintenance responsibilities for the ~~Felton Street intersection approach to the Palmer-Wasilla Highway and Josh Drive intersection approach to Felton Street~~ including lighting, local signage, and winter maintenance. The City agrees to assume maintenance responsibilities for the gravel, asphalt pavement, medians, storm drain, pathways, illumination, and load centers associated with the intersection improvements. If the City desires to add additional lighting along the street corridor as part of this project it will be responsible to maintain those streetlights as well.

iv. The City may enter into contracts with third parties to accomplish these responsibilities, including temporary, seasonal, or permanent alterations or improvements, at the discretion of the City.

v. The State remains responsible for maintenance and operation of the Palmer-Wasilla Highway outside of the Project boundary.

B. Sole remedy for the City's failure to meet its maintenance obligations.

In the event State gives notice that the City is failing to properly maintain the Project Improvements, the City will correct the identified deficiencies within 60 days of the date of that notice. Failure by the City to do so will result in State suspending all future improvements to roads controlled by the City until: (1) all maintenance deficiencies are corrected by the City; and (2) the City reimburses State for costs it incurred (if any) in correcting the deficiencies. The parties agree such suspension is State's sole remedy for the City's failure to meet its maintenance obligations.

4. TITLE TRANSFER

Upon final completion of the construction project, the State and the Borough shall execute and the City shall accept a quitclaim deed that conveys all of State's and the Borough's rights, titles, and interests in the portions of the Project designated for ownership by the City, including any realigned portions of Felton Street as shown on the attached Road Ownership and Maintenance Map (Exhibit B).

5. INDEMNIFICATION

To the maximum extent allowed by law, the Borough shall indemnify, defend, and hold the State and the City and their officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs (including attorney’s fees) relating to the obligations assigned or work performed by the Borough under this Agreement.

Notwithstanding the foregoing, the Borough shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- A. claims for personal injury, death, or property damage arising from incidents occurring after Substantial Completion;
- B. claims for personal injury, death, or property damage alleging a negligent act or omission by the Borough and arising from incidents occurring after three years from the date of Substantial Completion;
- C. claims arising from or asserted under AS 46.03.822.

To the maximum extent allowed by law, the City shall indemnify, defend, and hold State and the Borough and their officers, employees, and agents (collectively the “Indemnified Parties”) harmless from all liability, claims, causes of action, and costs (including attorney’s fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.

Notwithstanding the foregoing, the City shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:

- A. claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
- B. claims for personal injury, death, or property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring within three years from the date of Substantial Completion;
- C. claims arising from or asserted under AS 46.03.822.

6. MISCELLANEOUS PROVISIONS

- A. The Borough shall ensure that none of the funds paid under this Agreement will be used for the purposes of lobbying the activities before the Alaska State Legislature.
- B. This Agreement constitutes the entire agreement between the parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing, regarding the matters addressed in this Agreement. The parties may not amend this

Agreement unless agreed to in writing with all parties signing through their authorized representatives.

C. The failure of any party to this Agreement to insist on any one or more instances upon strict performance by any other party of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by a party of any provision or covenant in the Agreement cannot be enforced or relied upon by another party unless the waiver is in writing and signed.

D. Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

STATE: **Central Region Construction Chief**
Department of Transportation
and Public Facilities
P.O. Box 196900
Anchorage, Alaska 99519-6900

BOROUGH: Capital Projects Director
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645-6488

CITY: Public Works Director
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645

MATANUSKA SUSITNA BOROUGH

By: _____
John Moosey Date
Borough Manager

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2020, John Moosey, Manager of the Matanuska-Susitna Borough, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska
My commission expires: _____

STATE OF ALASKA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES

By: _____
Wolfgang Junge, P.E. Date
Central Region Director

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2020, Wolfgang Junge, P.E., Central Region Director of the Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

EXHIBIT A

A. Scope of Work

Design modifications, right-of-way acquisition, utility relocation and construction for Felton Street Extension development between the Palmer-Wasilla Highway and Bogard Road including: pedestrian/bike facilities, street lighting, potential intersection widening, and Felton Street/Bogard Road intersection signal timing modification (just outside the project boundaries). The project area is shown in Exhibit C.

B. Estimate Cost

1. Design Modifications	
a. Phase 2	
i. Design & Survey Contract	\$200,000
ii. Construction Assistance (10% of design & survey)	\$20,000
iii. Total Phase 2	\$220,000
2. ROW Acquisition	
a. Phase 3	
i. Title & Certification Contracts	\$25,000
ii. Total Phase 3	\$25,000
3. Construction	
a. Phase 4	
i. Construction Contract	\$1,618,300
ii. Construction Management (15% of construction)	\$242,745
iii. Contingency (15% of construction)	\$242,745
iv. Total Phase 4	\$2,103,790
4. Utility Relocation	
a. Phase 7	
i. Utility Relocation	\$40,000
ii. Contingency (15% of utility relocation)	\$6,000
iii. Total Phase 7	\$46,000
 Total of all Phases	 \$2,394,790
Not to Exceed Total (transfer from State)	\$2,400,000

C. Estimated Project Schedule:

1. Construction Completion	12/31/2021
2. Closeout Audit (within 90 days of construction completion)	03/31/2021

MATANUSKA-SUSITNA BOROUGH
CAPITAL PROJECTS DEPARTMENT



FELTON STREET EXTENSION
 PALMER, ALASKA

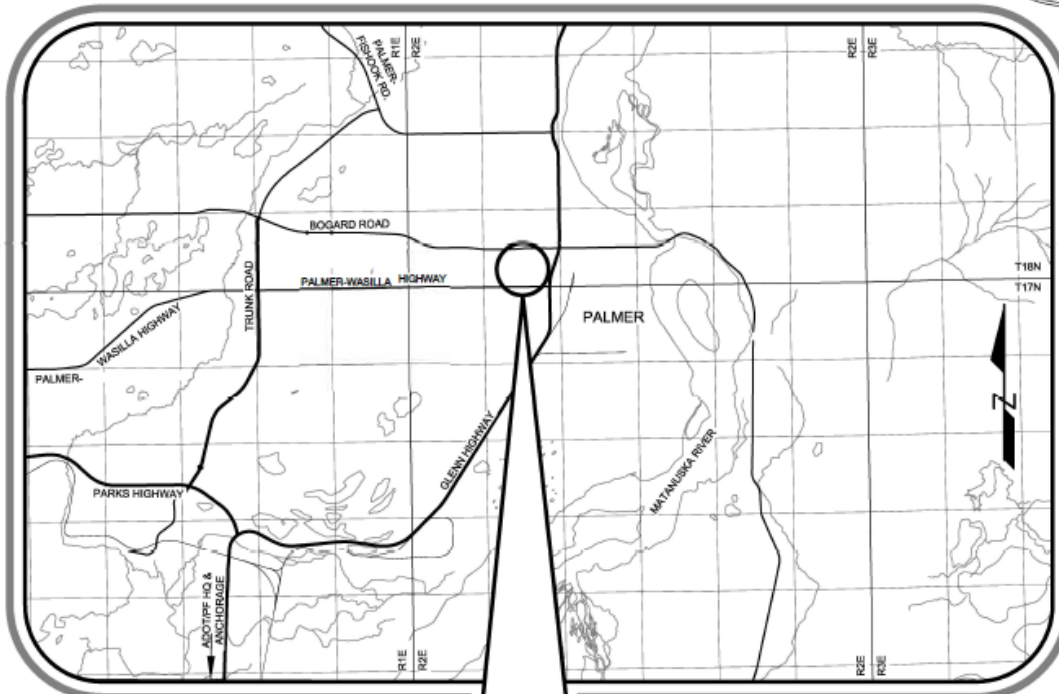
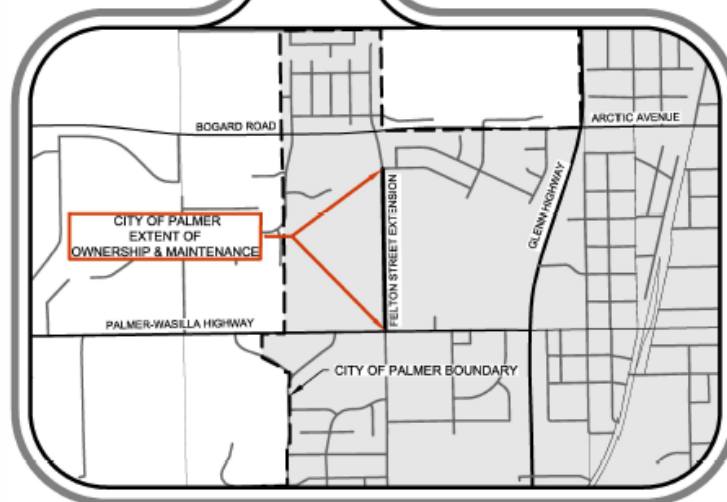


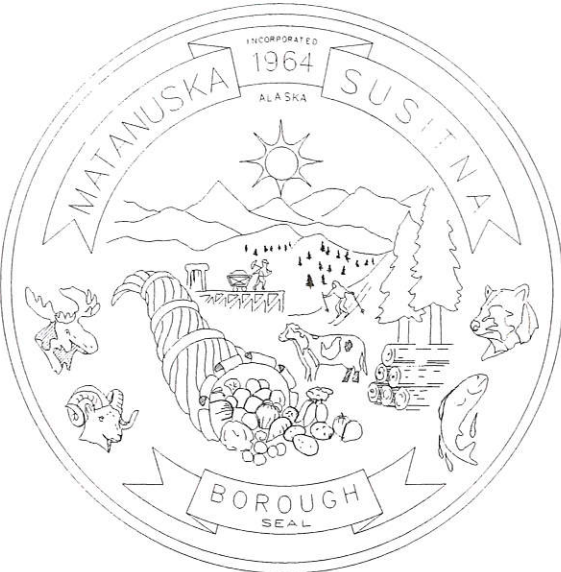
EXHIBIT B
ROAD OWNERSHIP & MAINTENANCE
MAP

UNOFFICIAL
 GRAPHIC SCALE
 0 1 MILE



VICINITY MAP
 (1" = 1000')

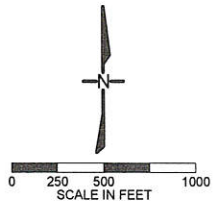
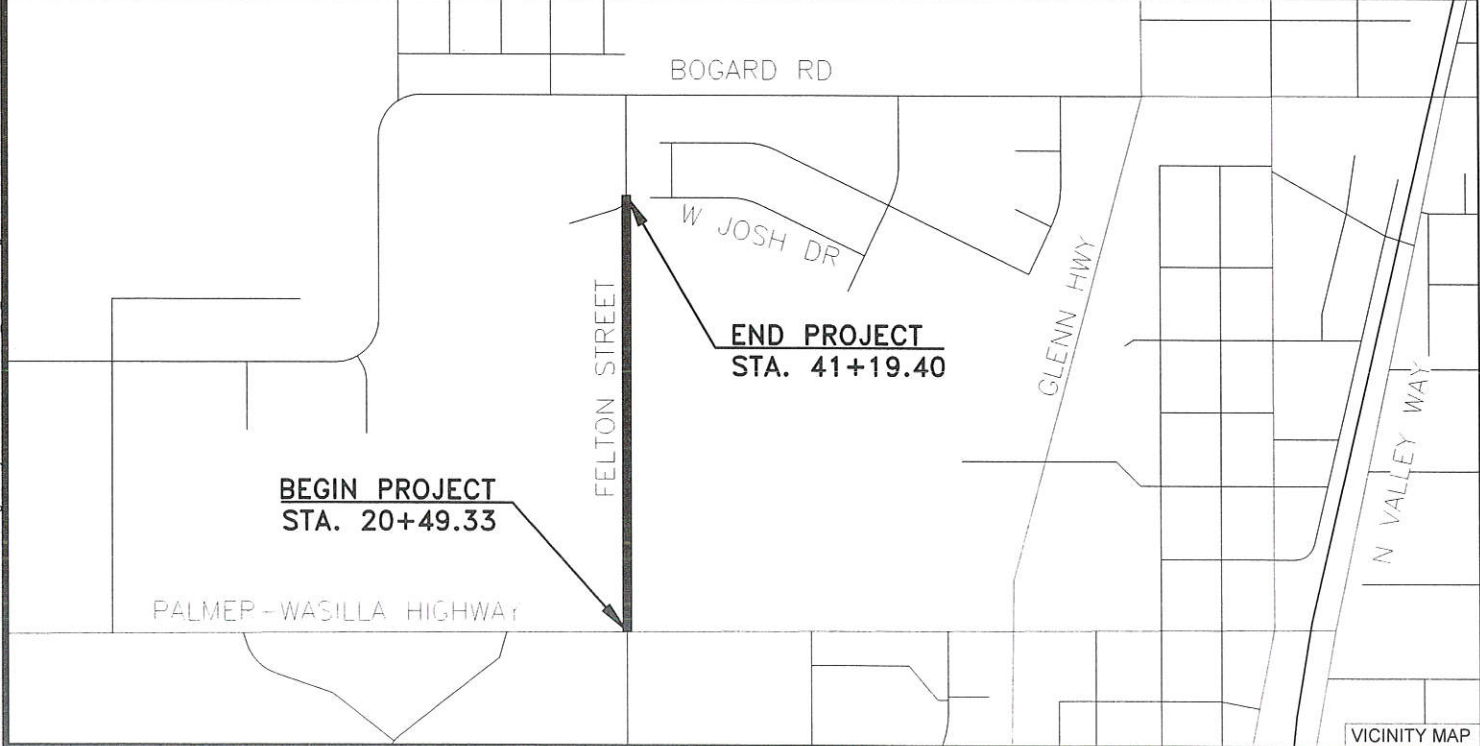
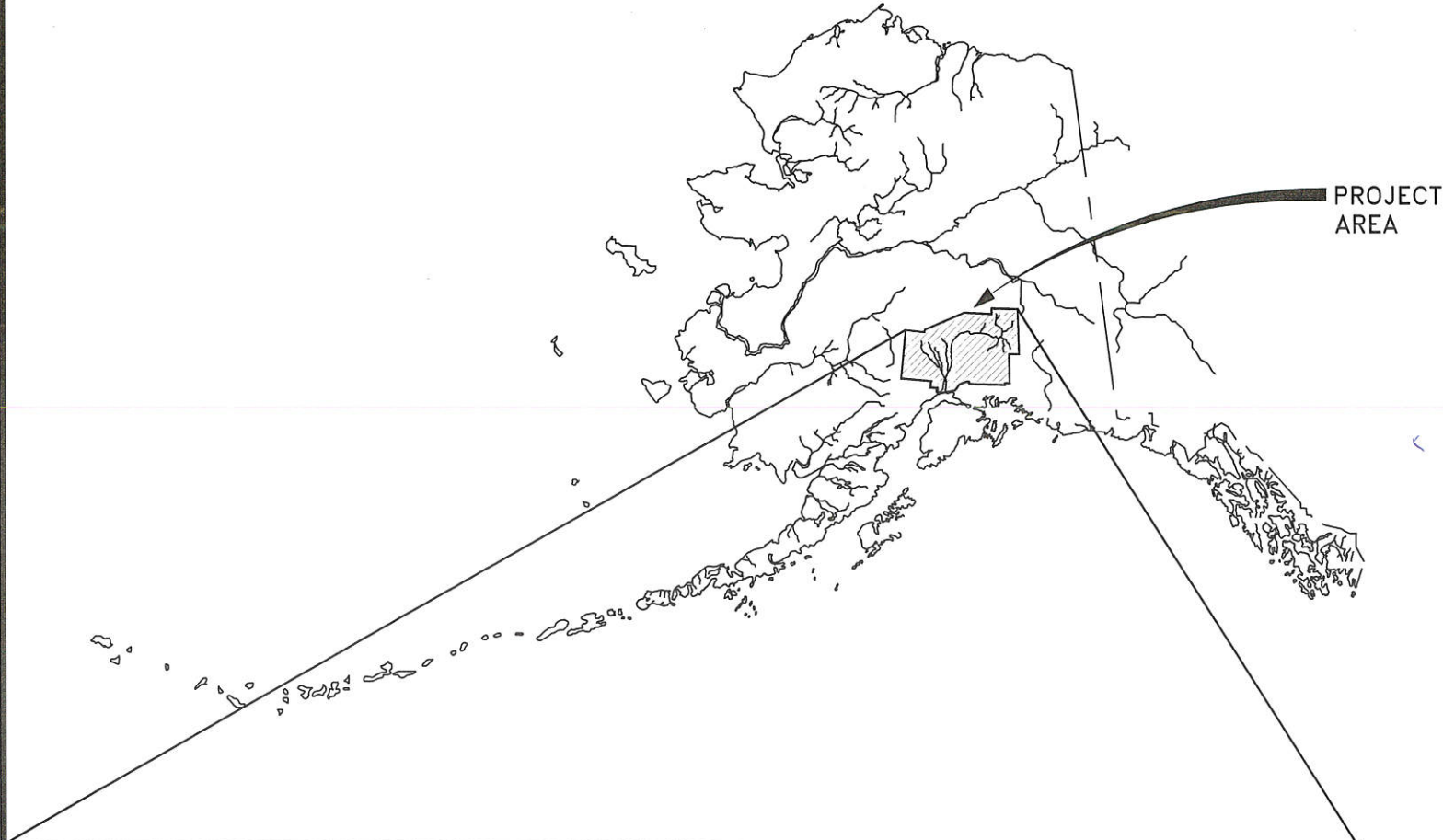
MATANUSKA-SUSITNA BOROUGH CAPITAL PROJECTS DEPARTMENT



FELTON ST EXTENSION FEASIBILITY STUDY

**PROJECT NUMBER:
PENDING**

SHEET INDEX	
SHEET	TITLE
A1	COVER SHEET
A2	LEGEND, ABBREVIATIONS, AND NOTES
B1	TYPICAL SECTIONS
F1-F2	PLAN & PROFILES



KINNEY
ENGINEERING, LLC

PLANS DEVELOPED BY:
 KINNEY ENGINEERING, LLC
 3909 ARCTIC BLVD, SUITE 400
 ANCHORAGE, ALASKA 99503
 (907) 346-2373
 CERT. OF AUTH. NO. AECL 1102

DESIGNED BY: CHECKED BY: DRAFTED BY: REFS: SCALE: LAYOUT: A3 L&A DATE: TIME: 6/29/2018 12:30 PM DRAWING LOCATION: Z:\PROJECTS\00546- Felton St. Redesign_Study\DWGS\C\Sheets\546_A2_LEGEND.dwg

	EXISTING	PROPOSED
PIPELINES:		
STORM DRAIN STRUCTURE AND PIPE NUMBERS, APPLICABLE IF SHOWN		
STORM DRAIN	SD	SD
MANHOLE STORM DRAIN		
CURB INLET CATCH BASIN		
FIELD INLET CATCH BASIN		
PIPE CULVERT w/ END SECTION		
CLEANOUT	CO	CO
SANITARY SEWER	SS	SS
MANHOLE SANITARY SEWER		
SEPTIC VENTS		
WATER	W	W
FIRE HYDRANT		
WELL		
VALVE OR RISER		
NATURAL GAS	G	G
OIL OR GASOLINE PIPELINE	O	O
ELECTRIC (OVERHEAD)	OE	OE
ELECTRIC (UNDERGROUND)	UE	UE
ELECTRIC (OVERHEAD)	OE&OT	
UTILITY POLE		
UTILITY POLE WITH LUMINAIRE		
GUY POLE	GP	GP
GUY WIRE ANCHOR		
TRANSMISSION TOWER [WOOD]		
TRANSMISSION TOWER [STEEL]		
ELECTRICAL PEDESTAL		
ELECTRICAL TRANSFORMER		
ELECTRIC METER		
ELECTRICAL OUTLET		
ELECTRIC MANHOLE		
TELEPHONE (OVERHEAD)	OT	
TELEPHONE (DIRECT BURY)	UT	
TELEPHONE (DIRECT BURY)	UT&TV	
TELEPHONE PEDESTAL		
TELEPHONE MANHOLE		
FIBER OPTIC	FO	FO
INTERCONNECT		I/C
FIBER OPTIC MANHOLE		
CABLE TV (OVERHEAD)	OTv	
CABLE TV (DIRECT BURY)	UTv	
CABLE T.V. PEDESTAL		
SATELLITE DISH		
U.G. DUCT (E, T, FO)		

ELECTROLIER	
HIGHTOWER	
SIGNAL POLE WITH MAST	
PEDESTRIAN PUSH BUTTON	
RURAL BEACON	
SCHOOL ZONE BEACON	
RIGHT OF WAY	
	EXISTING PROPOSED
PRIMARY CENTERLINE MONUMENT	
SECONDARY CENTERLINE MONUMENT	
PROJECT RIGHT-OF-WAY LINES	ROW
CONTROLLED ACCESS LINE	C/A
TEMPORARY CONSTRUCTION EASEMENT/PERMIT	
PROJECT CENTERLINE	27+00
SECTION LINE	
CITY LIMITS	
RAILROAD CENTERLINE	
EXISTING TOPOGRAPHY	
CONIFER TREE OR TREES	
DECIDUOUS TREE OR TREES	
SHRUB OR SHRUBS	
WETLANDS	
CREEK	
RIVER	
LAKE / POND	
EXISTING/PROPOSED	
DRAINAGE FLOW	
CONTOURS - MAJOR	515
CONTOURS - MINOR	
MISCELLANEOUS	
	EXISTING PROPOSED
BUILDING	
TANKS ABOVE GROUND	
TANKS UNDERGROUND	
PRIVATE SIGN	
POST/BOLLARDS	
MAILBOX	MB
TRAFFIC SIGN	
TRAFFIC SIGN POST #	##
VENT	

REVISIONS		
NO.	DATE	DESCRIPTION

STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
ALASKA		2018	A2	A2

	EXISTING	PROPOSED
ROADWAY		
ROADWAY OBLITERATION		
LIMIT OF CUT SLOPE		
LIMIT OF FILL SLOPE		
EDGE OF PAVEMENT		
CONCRETE CURB		
CONCRETE CURB & GUTTER		
CONCRETE CURB CUT		
SIDEWALK		
CURB RAMPS		
PARALLEL CURB RAMP		
PERPENDICULAR CURB RAMP		
MID-BLOCK CURB RAMP		
UNIDIRECTIONAL CURB RAMP		
DETECTABLE WARNING TILES		
DRIVEWAY APPROACH		
GRAVEL EDGE		
PATH / TRAIL		
BRIDGE		
TUNNEL		
NOISE BARRIER		
FENCE		
RETAINING WALL		
HEAD & WINGWALLS		
GUARDRAIL		
END SECTION		
PARALLEL GUARDRAIL SECTION		
SPECIAL DITCH		
BOTTOM OF DITCH		
RIPRAP		
BOULDER OR BOULDERS		

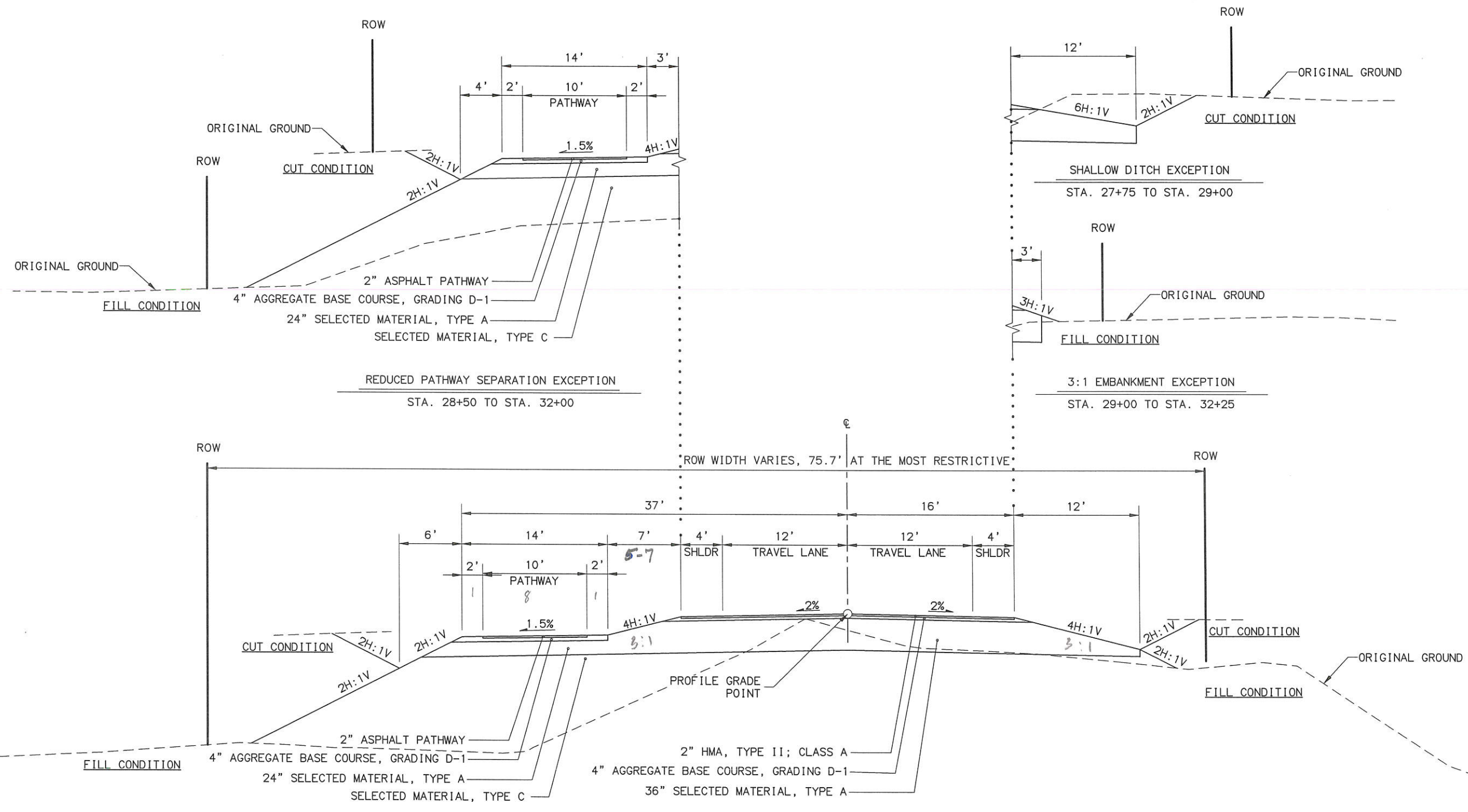
FELTON ST EXTENSION
FEASIBILITY STUDY

LEGEND AND ABBREVIATIONS

PLANS DEVELOPED BY:
KINNEY ENGINEERING, LLC
3909 ARCTIC BLVD, SUITE 400
ANCHORAGE, ALASKA 99503
(907) 546-2373
CERT. OF AUTH. NO. AEC1 1102

REVISIONS			STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
NO.	DATE	DESCRIPTION	ALASKA		2018	B1	B1

DESIGNED BY: _____
 CHECKED BY: _____
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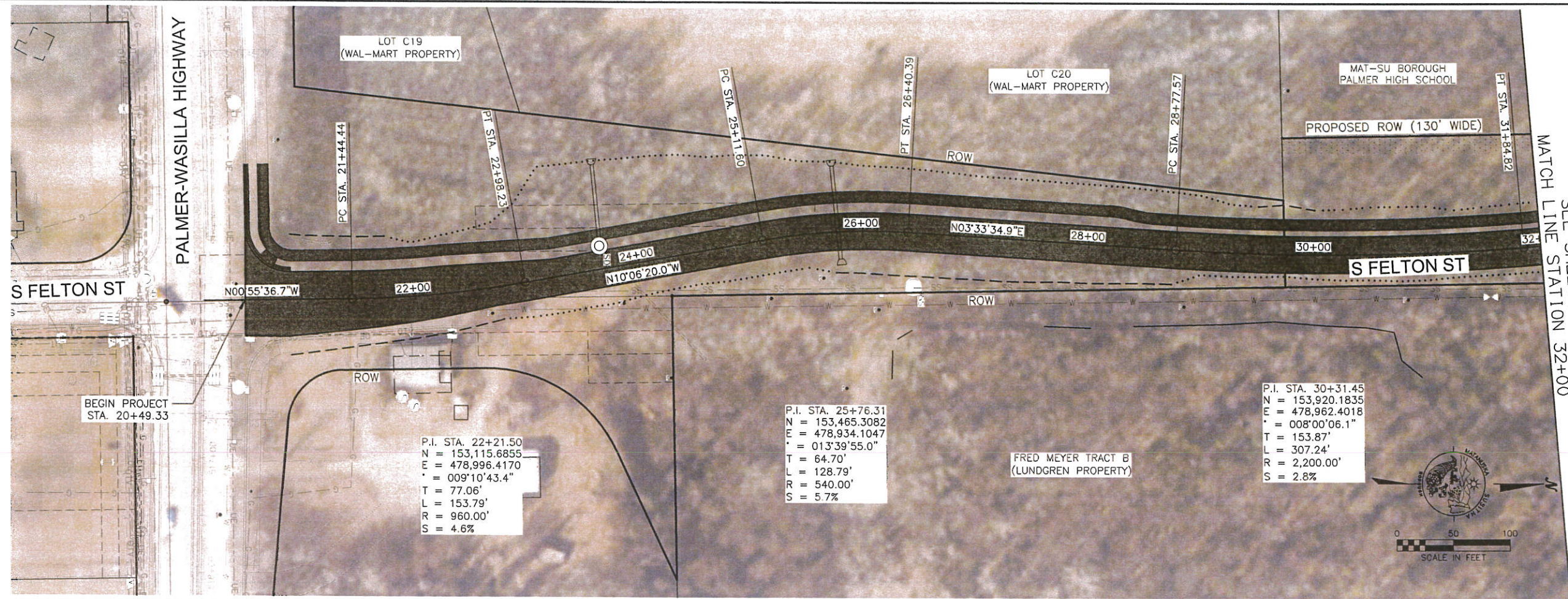


FELTON ST
 STA. 20+49 TO STA. 41+19

PLANS DEVELOPED BY: KINNEY ENGINEERING, LLC 3909 ARCTIC BLVD, SUITE 400 ANCHORAGE, ALASKA 99503 (907) 346-2373 CERT. OF AUTH. NO. AEC1 1102	FELTON ST EXTENSION FEASIBILITY STUDY TYPICAL SECTIONS
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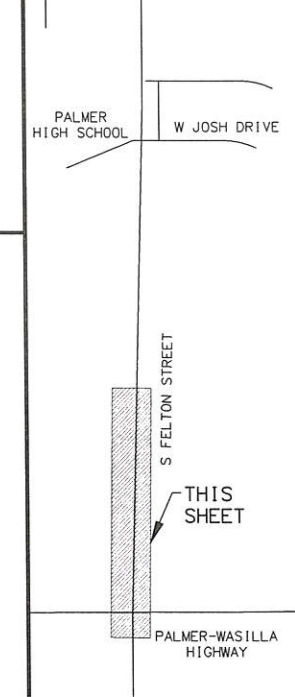
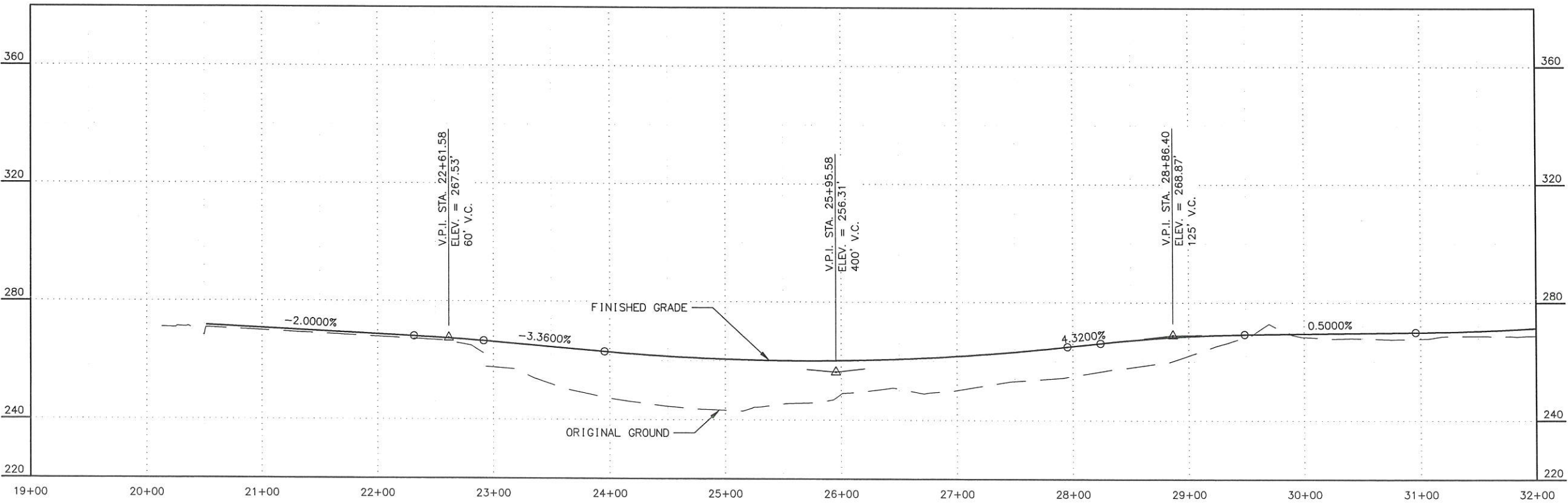
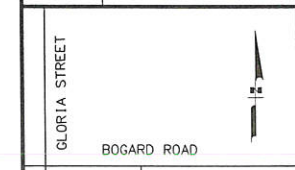
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SHEET NO.	TOTAL SHEETS
F1	F2
STATE	YEAR
ALASKA	2018
PROJECT DESIGNATION	

NO.	REVISION

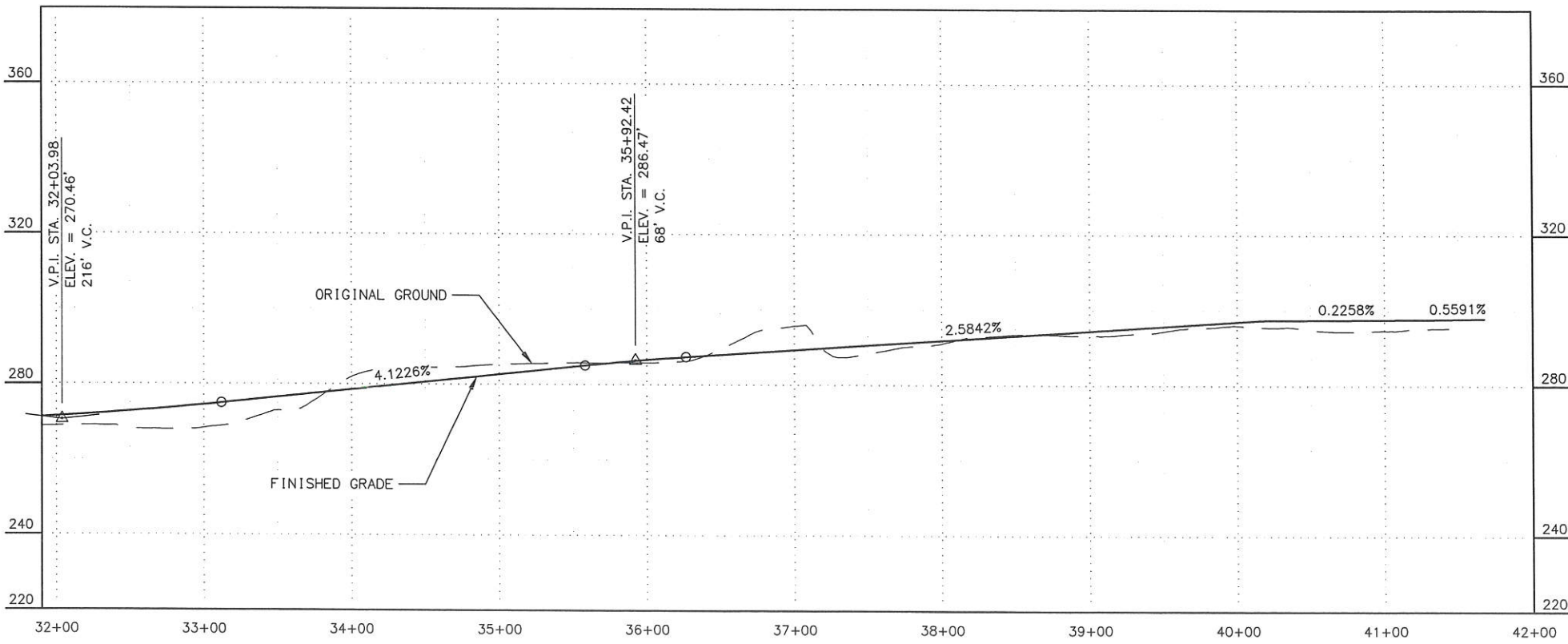
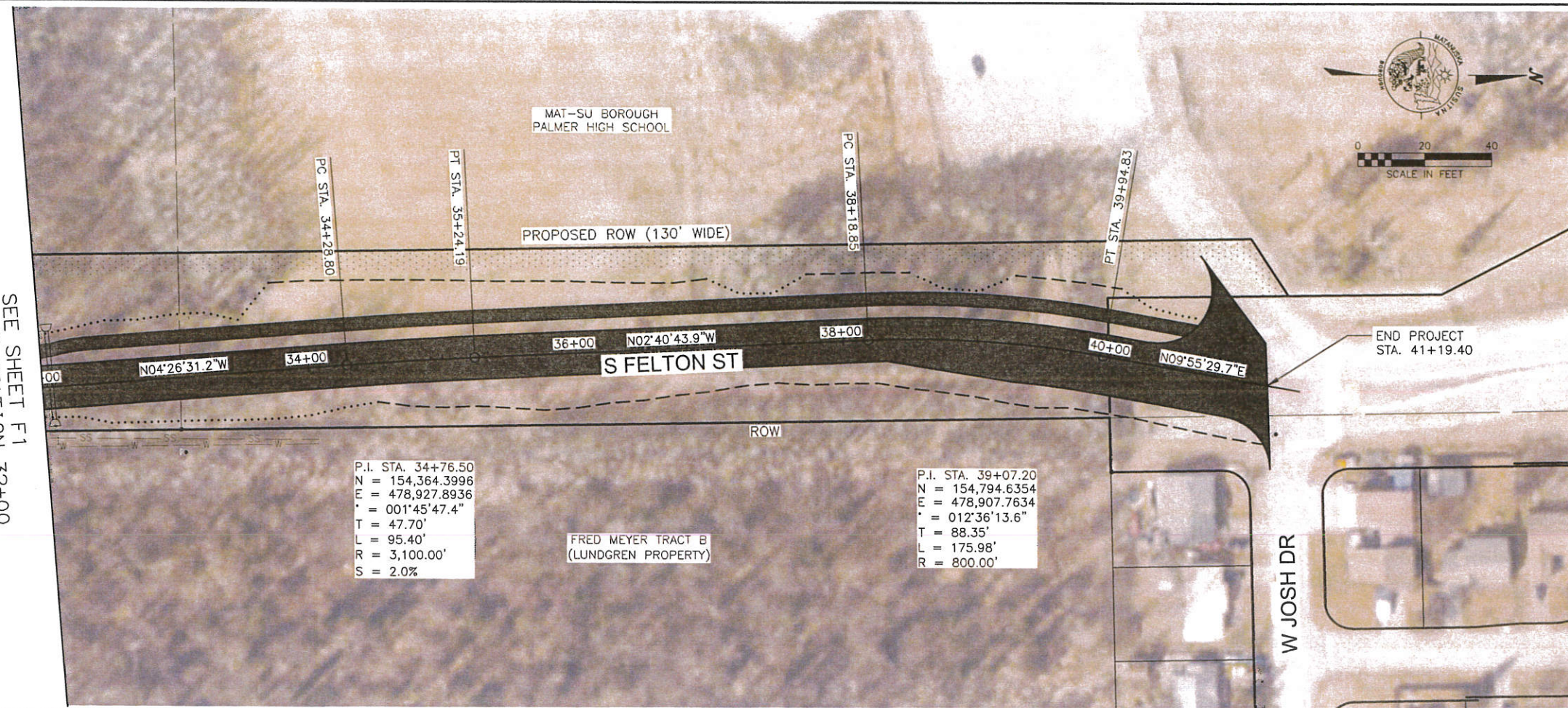


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 (907) 346-2373
 CERT. OF AUTH. NO. AECL 1102

FELTON ST EXTENSION
FEASIBILITY STUDY
PLAN AND PROFILE
STA 20+13 TO
STA 32+00

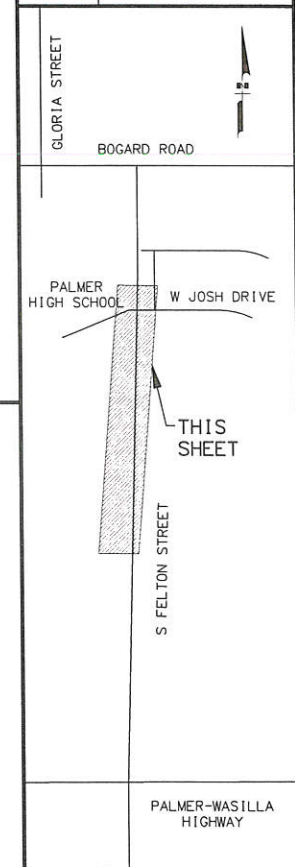
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SEE SHEET F1
MATCH LINE STATION 32+00



SHEET NO.	TOTAL SHEETS
F2	F2
STATE	YEAR
ALASKA	2018

PROJECT DESIGNATION	
NO.	REVISION
DATE	
NO.	REVISION
DATE	
NO.	REVISION
DATE	



PLANS DEVELOPED BY:
KINNEY ENGINEERING, LLC
3909 ARCTIC BLVD, SUITE 400
ANCHORAGE, ALASKA 99503
(907) 346-2373
CERT. OF AUTH. NO. AECL 1102

FELTON ST EXTENSION
FEASIBILITY STUDY
PLAN AND PROFILE
STA 32+00 TO
STA 41+30

**City of Palmer
Information Memorandum No. 20-006**

Subject: Committee of the Whole for General Discussion Regarding Code of Ethics for City Council

Agenda of: June 9, 2020




Originator Information:

Originator: Mayor Edna DeVries

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: \$ _____

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):

- Code of Ethics Language

Summary Statement/Background:

At the May 26, 2020, Council Meeting, Mayor Edna DeVries requested a Committee of the Whole to discuss possible code of ethics legislation.

Ordinance No. 14-XXX

On Ordinance of the Palmer City Council Enacting Palmer Municipal Code 2.08 Code of Ethics

Chapter 2.08

CODE OF ETHICS

2.08.010 Declaration of policy.

It is declared that:

- A. High moral and ethical standards among the elected and appointed officials and employees are essential to assure the trust, respect, and confidence of the people of this city;
- B. A code of ethics for the guidance of elected and appointed officials and employees will:
 - 1. Discourage the elected and appointed officials and employees from acting upon personal or financial interests in the performance of their public responsibilities;
 - 2. Improve standards of public service; and
 - 3. Promote and strengthen the faith and confidence of the people of this city in public officials and employees;
- C. Holding public office or employment is a public trust, and as one safeguard of that trust, the people require the elected and appointed officials and employees to adhere to a code of ethics;
- D. A fair and open government requires that the elected and appointed officials and employees conduct the public's business in a manner that preserves the integrity of the governmental process and avoids conflicts of interest;
- E. Any effort to benefit a person's financial interest through official action is a violation of the public trust. The council finds that as long as this chapter does not interfere with the full and faithful discharge of the duties and responsibilities of an elected or appointed official or employee, this chapter does not prevent that person from following other pursuits. The council further recognizes that:
 - 1. In a municipality such as the City of Palmer, elected and appointed officials and city employees are drawn from society and therefore often have financial interests in the decisions and policies of local government;
 - 2. People who serve as elected or appointed officials or employees should retain the right to interests of a financial nature;
 - 3. Standards of ethical conduct for elected and appointed officials and employees must distinguish between those minor and insubstantial conflicts that are unavoidable in a free society and those conflicts of interest that are substantial and material;
- F. Unethical conduct is prohibited. However, there is no impropriety if, as to a specific matter, an elected or appointed official or city employee:
 - 1. Has a financial interest in the matter which is insubstantial or which is possessed generally by the public or a large class of persons to which the person belongs; or
 - 2. Performs some duty or has some influence which would have an insubstantial or conjectural effect on the matter;
- G. In order for the rules governing conduct to be respected both during and after leaving public service, the code of ethics must be administered fairly without bias or favoritism;
- H. No code of conduct, however comprehensive, can anticipate all situations in which violations may occur nor can it prescribe behaviors that are appropriate to every situation; in addition, laws and regulations regarding ethical responsibilities cannot legislate morality, eradicate corruption, or eliminate bad judgment; and
- I. Compliance with a code of ethics is an individual responsibility; thus all who serve the city have a solemn responsibility to avoid improper conduct and prevent improper behavior by colleagues and subordinates.

2.08.020 Definitions.

- A. In this chapter, unless the context requires otherwise:

"Appointed officials" means the appointive officers as defined by the Charter as the city manager, city clerk, and city attorney.

"Attorney" means city attorney.

"Benefit" means anything that is to a person's advantage or self interest, or from which a person profits, regardless of the financial gain, including any dividend, pension, salary, acquisition, agreement to purchase, transfer of money, deposit, loan or loan guarantee, promise to pay, grant, contract, lease, money, goods, service, privilege, exemption, patronage, advantage, advancement, or anything of value.

"Business" means a corporation, company, firm, partnership, sole proprietorship, trust or foundation, or any other individual or entity carrying on a business, whether operated for profit or nonprofit.

"Child" means a biological child, an adoptive child, and a stepchild.

"City" means the City of Palmer, its council and administration.

"Clerk" means the City Clerk.

"Compensation" means any money, thing of value, or economic benefit conferred on or received by a person in return for services rendered or to be rendered by the person for another.

"Confidential information" means information exempt from disclosure under PMC 2.90.

"Council" means city council.

"Elected official" means a person who holds elective office or who is appointed to fill a vacancy in elective office.

"Employee" means a permanent, probationary, seasonal, or temporary, whether appointed, and does not include the council members or the city manager, city clerk or city attorney.

"Engaging in business" means submitting a written or oral proposal to supply goods, services or other things of value, or furnish goods, services or other things of value, for consideration.

"Financial interest" means:

1. An interest held by an elected or appointed official or an employee, or an immediate family member of such official or employee, which includes an involvement or ownership of an interest in a business, including a property ownership, or a professional or private relationship, that is a source of income, or from which, or as a result of which, a person has received or expects to receive a financial benefit;
2. Holding a position in a business, such as an officer, director, trustee, partner, employee, or the like, or holding a position of management.

"Gain" means actual or anticipated gain, benefit, profit, or compensation.

"Immediate family member" means:

1. The spouse of the person;
2. A regular member of the person's household;
3. A child, including a stepchild and an adoptive child, of the person and the spouse of any such child;
4. A parent, sibling, grandparent, aunt, or uncle of the person; and
5. A parent or sibling of the person's spouse.

"Official" means a person who is a member of a board, commission or committee of the city whose appointment is subject to confirmation by the council.

"Official action" means a recommendation, decision, approval, disapproval, or other similar action, or withholding action where the person has a duty to act.

"Organization" means a group, association, society, political party, or other entity made up of two (2) or more persons, whether operated for profit or nonprofit.

"Parent" means a biological parent, an adoptive parent, and a stepparent.

"Person" means a natural person, a business, and an organization.

"Source of income" means an entity for which service is performed for compensation or which is otherwise the origin of payment.

1. If the person whose income is being reported is employed by another, the employer is the source of income;
2. If the person is self-employed by means of a sole proprietorship, partnership, professional corporation, or a corporation in which the person, an immediate family member, or a combination of them holds a controlling interest, the "source" is the client or customer of the proprietorship, partnership, or corporation;
3. If the entity which is the origin of payment is not the same as the client or customer for whom the service is performed, both are considered the source.

"Substantial financial interest" means an interest that will result in immediate financial gain or financial gain which will occur in the reasonably foreseeable future. An interest is not substantial if it would not reasonably be expected to affect the actions or judgments of the official or employee concerned.

- B. Construction. This chapter shall be liberally construed to protect the public interest in full disclosure of conflicts of interest and promoting ethical standards of conduct for borough officials and employees.

2.08.030 Prohibited acts.

- A. Official Action. An official shall not participate in any official action in which he or she has a substantial financial interest.
1. Council Member. Consistent with Charter section 3.6 (f), PMC 2.06.130 and PMC 3.21.350, an official who is a voting member of the city council shall publicly disclose any existing or potential financial interest in any matter before the council before debate or vote upon the matter and may not participate in the debate or vote upon the decision unless the financial interest is determined to be not substantial.
 2. Board or Commission Member. Consistent PMC 2.20.331, 2.25.130 C, and 3.21.350, an official who is a voting member of the commission or board shall publicly disclose any existing or potential financial interest in any matter before the board or commission before debate or vote upon the matter and may not participate in the debate or vote upon the decision unless the financial interest is determined to be not substantial.
 3. The question of whether an official who is a voting member of a body has an existing or potential substantial financial interest in a matter pending before the body may be raised by the chair or any other member of the body.
 4. No official may testify before the council, board, or commission without first disclosing any financial interest which the official has in the subject of the testimony.
- B. Business Prohibition.
1. No official may engage in business with the city when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction at issue.
 2. No official shall attempt to influence the city's selection of any bid or proposal, or the city's conduct of business, in which the official has a financial interest.
 3. Newly elected or appointed officials who have preexisting contracts with the city may fulfill the terms and conditions of such contracts without penalty.
 4. Officials may engage in business with the city so long as that activity complies with this subsection.
- C. Use of Office for Personal Gain. No official shall seek or hold office or position for the purpose of obtaining anything of value for him or herself, his or her immediate family or a business that he or she owns or in which he or she holds an interest or for any matter in which has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for that office or position.
- D. Representing Private Interests.
1. No official shall represent, for compensation, or assist those representing private business interests before the council, administration, or any board or commission.
 2. Nothing herein shall prevent an official from:
 - a. Making verbal or written inquiries on behalf of constituents or the general public to elements of city government;
 - b. Requesting explanations or additional information on behalf of such constituents; or
 - c. Making routine contacts with city staff in the normal course of city business such as applications for zoning permits, sales tax preparation or any other city license or permit.
 3. An official may not solicit a benefit or anything of value or accept same from any person for having performed this service.
- E. Confidential Information. An official may not disclose information he or she knows to be confidential concerning the property, government, or affairs of the city unless authorized or required by law to do so.
- F. Gratuities.
1. No official shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city.
 2. No official shall give a gratuity to another official for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official.

3. Any official who accepts a gift having a value in excess of \$25 shall report such gift to the clerk, if the official may take or withhold action that affects the giver.
 4. The clerk shall maintain the report in a public file.
 5. As used in this section, "gift" includes any series of gifts from the same donor within any 12 month period, other than meals reciprocated by the official.
 6. This subsection does not prohibit accepting:
 - a. A meal;
 - b. Discounts or prizes that are generally available to the public or large sections thereof;
 - c. Gifts presented by employers in recognition of meritorious service or other civic or public awards;
 - d. A candidate for public office accepting campaign contributions;
 - e. An occasional nonpecuniary gift of insignificant value;
 - f. Any gift which would have been offered or given to the person if the person were not an official.
- G. Use of City Property. No official may request or permit the use of city vehicles, equipment, materials or property for a non-city purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council.
- H. Political Activities.
1. Appointed officials and city employees.
 - a. Appointed officials and city employees may not take an active part in a political campaign or other matter to be brought before the voters during his or her normal working hours.
 - b. Nothing herein shall be construed as preventing appointed officials and city employees from exercising their voting franchise, contributing to a campaign or candidate of their choice or expressing their political views when not on duty or otherwise conspicuously representing the city.
 2. Elected officials. Elected officials may participate in political campaigns in the same manner as any citizen, but may not purport to represent the official position of the city as an entity in such campaigns.
 - a. Elected officials may not solicit any assessments, contributions or services from or for any political party when traveling or acting in the capacity of an elected official on behalf of the city.
- I. Influencing Another Elected Official's Vote. An elected official may not attempt to influence another elected official's vote or position on a particular item through contact with an elected official's employer or by threatening financial harm to another elected official.

2.08.040 Representation of city position.

- A. A member of the council shall not represent him or herself as being the official authorized spokesperson for the council on any given issue unless specifically authorized by the council.
- B. A council member when making a public statement or otherwise taking a public position shall state that he or she is expressing a personal opinion unless authorized to speak on behalf of the council.

2.08.050 Aiding and abetting.

It is a violation of this chapter for an official to knowingly aid another official or employee in violation of this chapter. Such aiding a violation will be considered misconduct on the part of such official.

2.08.060 Persons who may file complaints.

- A. Any person may file a complaint against any elected or appointed official alleging a violation of the provisions of this chapter.
 1. All complaints under this chapter shall be made in writing signed by the complainant affirming that the facts stated in the complaint are true.
 2. The complainant shall identify the Palmer Municipal Code section that was allegedly violated or how the complainant believes the Code was violated, a description of the evidence, and the name of the complainant and contact information.
- B. A complaint must be filed within one (1) year of the alleged violation.
- C. A complaint shall be submitted to the clerk. If the complaint is regarding the clerk, the complaint shall be submitted to the attorney.
- D. Upon receipt, the complaint shall be dated and numbered and a copy shall be forwarded to the attorney who shall review the complaint to determine whether it contains the required information, is in the

required form, and alleges facts which, if found to be true, could form the basis for a violation of this chapter.

1. Upon a determination that the complaint satisfies these requirements, the attorney shall forward the complaint to the entity authorized to address the complaint under PMC 2.08.070.
2. If the complaint fails to meet one (1) or more of these requirements, the attorney shall notify the clerk of the deficiencies, and the clerk shall reject the complaint and notify the complainant of the rejection and the reason(s) for the rejection.
3. A rejected complaint may not be refilled sooner than ten (10) days after the date of rejection. Rejection of a complaint does not preclude other remedies a complainant may wish to pursue, including but not limited to an original action in the appropriate state court.
4. If the complaint is about the attorney, the clerk shall conduct the review and provide notice of any deficiencies as called for in this subsection.

2.08.070 Authority to address complaints.

- A. In the case of an elected official, appointed official, manager, clerk, or attorney, the hearing officer shall be the reviewing authority.
- B. In the case of an employee supervised by the manager, the manager or designee shall be the reviewing authority.

2.08.080 Hearing officer.

- A. If the attorney determines the complaint is sufficient and there is probable cause that an official may have violated this chapter, the attorney shall select an independent hearing officer to preside over the investigation. The hearing officer shall be a private attorney or an individual trained as an administrative hearing officer. The hearing officer shall not be an employee of the City.
- B. The hearing officer shall conduct an investigation so as to be completed within 60 days of receipt of the complaint from the clerk. The hearing officer can, for good cause shown by any person, including the hearing officer, extend the time limit by 30 days.
- C. The hearing officer has the power to:
 1. Consider any timely challenge to the sufficiency of the complaint or probable cause determination raised by the official and dismiss the complaint if appropriate. If dismissed, both the complainant and official shall receive written notice of the dismissal and the reasons for the dismissal;
 2. Administer oaths, hold hearings and take testimony;
 3. Upon application by a party to the hearing or upon his or her own order, issue subpoenas in the manner prescribed by Rule 45 of the Alaska Rules of Civil Procedure, to require the presence of witnesses and the production of records, books and papers at the hearing;
 4. Order testimony to be taken in person or by deposition; and
 5. Require any person to submit in writing such reports and answers to questions relevant to the proceedings conducted and the hearing officer may prescribe that such submission be made within a certain period of time, under oath or otherwise.
- D. Failure or refusal to obey a subpoena issued under this chapter is punishable as contempt in the manner provided by law and court rule. The superior court may compel obedience to the subpoena in the same manner as prescribed for obedience to a subpoena issued by the court.
- E. The hearing officer may convene a prehearing conference for the following:
 1. To set a time and place for the hearing;
 2. For stipulation as to matters of fact;
 3. To simplify issues;
 4. To identify and schedule prehearing matters including any pretrial discovery procedure usually available in civil actions; and
 5. To resolve other similar matters before the hearing.
- F. The complainant or his or her representative or private counsel may participate in the hearing process and may introduce testimony or additional evidence.
- G. The official may be represented by private counsel of his or her own choosing. The official shall have an opportunity to:
 1. Challenge the sufficiency of the complaint;

2. Examine all documents and records obtained by the hearing officer or the clerk;
 3. Bring witnesses;
 4. Establish all pertinent facts and circumstances;
 5. Question or refute testimony or evidence including the opportunity to confront and cross-examine adverse witnesses; and
 6. Exercise, to the extent the hearing officer in his or her discretion determines to be just and reasonable, any pretrial discovery procedure usually available in civil actions.
- H. The Alaska Rules of Evidence do not apply to the admission of evidence in a hearing; however, the hearing officer's findings must be based upon reliable and relevant evidence. All testimony and written evidence taken at the hearing must be preserved. Upon request, a copy of the testimony and written evidence must be furnished to the respondent.
- I. After the hearing officer has completed the investigation, the hearing officer shall make written findings of facts and conclusions of law. The hearing officer may take any action or combination of actions which the hearing officer deems appropriate including, but not limited to, the following:
1. Dismiss the complaint for insufficiency or other grounds;
 2. Determine that no violation of this chapter has occurred; or
 3. Determine that there are facts sufficient to constitute a violation of the chapter.
- J. If the hearing officer finds that the official has violated this chapter, the hearing officer shall determine that the official be subject to either or both of the following:
1. Public censure;
 2. A civil fine of not more than \$300.00.
- K. The hearing officer's determination is final and shall be delivered to the official and mailed to the complainant within 10 working days of the final decision. An appeal from a decision of the hearing officer may be taken to the superior court in accordance with the Alaska Rules of Appellate Procedure.

2.08.090 Judicial penalties.

Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the investigating entity with the intent to mislead, upon conviction thereof, shall be punished by a fine of up to three hundred dollars (\$300).

2.08.100 Invalid actions.

- A. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the city but only by action of the council.
- B. Any permit, license, ruling, determination, or other official action of an agency applied for or in any other manner sought, obtained or undertaken where the beneficiary knew or should have known of a violation of any of the provisions of this chapter may be invalidated by the council, as applicable.

2.08.110 Relationship to other laws.

The procedures and penalties provided in this chapter are supplemental and do not limit either the power of an agency to otherwise discipline officials or employees or to take appropriate administrative action to adopt more restrictive rules. This chapter is intended to replace the common law regarding conflicts of interest with respect to elected officials and employees. Other than superseding the common law, nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

2.08.120 Severability.

The invalidity of any section, subsection, provision, clause or portion of this chapter, or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this chapter or the validity of its application to other persons or circumstances.



City of Belmont

Code of Ethics and Conduct For Elected and Appointed Officials

*"Always do right. This will gratify some people and
astonish the rest."*

-- Mark Twain

Adopted June 10, 2014 by Resolution No. 2014-095
Amended February 11, 2016 by Resolution No. 2016-019
Amended February 2, 2017 by Resolution No. 2017-008

Policy Purpose

The Belmont City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of Belmont's City government.

A. ETHICS

The citizens and businesses of Belmont are entitled to have fair, ethical and accountable local government. To this end, the public should have full confidence that their elected and appointed officials:

- Comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

Therefore, members of the City Council, City Treasurer, and City Clerk and of all Boards, Committees and Commissions shall conduct themselves in accordance with the following ethical standards:

1. **Act in the Public Interest.** Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Belmont and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them.
2. **Comply with both the spirit and the letter of the Law and City Policy.** Members shall comply with the laws of the nation, the State of California and the City of Belmont in the performance of their public duties.
3. **Conduct of Members.** The professional and personal conduct of members while exercising their office must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, Boards, Committees and Commissions, the staff or public.
4. **Respect for Process.** Members shall perform their duties in accordance with the processes and rules of order established by the City Council.
5. **Conduct at Public Meetings.** Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand.
6. **Decisions Based on Merit.** Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts presented at the hearing and the law.

7. **Communication.** For adjudicative matters pending before the body, members shall refrain from receiving information outside of an open public meeting or the agenda materials, except on advice of the City Attorney. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the body which they may have received from sources outside of the public decision-making process.
8. **Conflict of Interest.** In order to assure their independence and impartiality on behalf of the common good and compliance with conflict of interest laws, members shall use their best efforts to refrain from creating an appearance of impropriety in their actions and decisions. Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias.

A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the City Attorney and reasonably cooperate with the City Attorney to analyze the potential conflict. If advised by the City Attorney to seek advice from the Fair Political Practices Commission (FPPC) or other appropriate state agency, a member shall not participate in a decision unless and until he or she has requested and received advice allowing the member to participate. A member shall diligently pursue obtaining such advice. The member shall provide the Mayor and the City Attorney a copy of any written request or advice, and conform his or her participation to the advice given. In providing assistance to members, the City Attorney represents the City and not individual members.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and if they have a conflict of interest regarding a particular decision, shall not, once the conflict is ascertained, participate in the decision and shall not discuss or comment on the matter in any way to any person including other members unless otherwise permitted by law.

9. **Gifts and Favors.** Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office that is not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. **Confidential Information.** Members must maintain the confidentiality of all written materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. **Use of Public Resources.** Members shall not use public resources which are not available to the public in general (e.g., City staff time, equipment, supplies or facilities) for private gain or for personal purposes not otherwise authorized by law.
12. **Representation of Private Interests.** In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any Board, Committee, Commission or proceeding of the City, nor shall members of Boards, Committees and Commissions appear before their own bodies or before the

Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. **Advocacy.** Members shall represent the official policies or positions of the City Council, Board, Committee or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Belmont, nor will they allow the inference that they do. Councilmembers and Board, Committee and Commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, or Board, Committee and Commission meetings, or other official City meetings.
14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Belmont City government as outlined in the Belmont City Code. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by City staff, Boards, Committees and Commissions, and the public. Except as provided by the City Code, members shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of Boards, Committees and Commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of Board, Committee and Commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

B. CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Belmont.

1. Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- (b) *Practice civility and decorum in discussions and debate*
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. Free debate does not require nor justify, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
- (c) *Avoid personal comments that could offend other members*
If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- (d) *Demonstrate effective problem-solving approaches*
Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. **Elected and Appointed Officials' Conduct with the Public in Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- (a) *Be welcoming to speakers and treat them with care and gentleness.*
While questions of clarification may be asked, the official's primary role during public testimony is to listen.
- (b) *Be fair and equitable in allocating public hearing time to individual speakers.*
The chair will determine and announce limits on speakers at the start of the public hearing process.
- (c) *Practice active listening*
It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Members shall try to be conscious of facial expressions, and avoid those that could be interpreted as "smirking," disbelief, anger or boredom.
- (d) *Maintain an open mind*
Members of the public deserve an opportunity to influence the thinking of elected and appointed officials.
- (e) *Ask for clarification, but avoid debate and argument with the public*
Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

3. **Elected and Appointed Officials' Conduct with City Staff**

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

(b) *Do not disrupt City staff from their jobs*

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, may intimidate staff, and hampers staff's ability to do their job objectively.

(c) *Never publicly criticize an individual employee*

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the City Manager through private correspondence or conversation. Appointed officials should make their comments regarding staff to the City Manager or the Mayor.

(d) *Do not get involved in administrative functions*

Elected and appointed officials acting in their individual capacity must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

(e) *Do not solicit political support from staff*

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

(f) *No Attorney-Client Relationship*

Members shall not seek to establish an attorney-client relationship with the City Attorney, including his or her staff and attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members. Members who consult with the City Attorney cannot enjoy or establish an attorney-client relationship with the attorney.

4. **Council Conduct with Boards, Committees and Commissions**

The City has established several Boards, Committees and Commissions as a means of gathering more community input. Citizens who serve on Boards, Committees and Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- (a) *If attending a Board, Committee or Commission meeting, be careful to only express personal opinions*
 Councilmembers may attend any Board, Committee or Commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual, business or developer – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board, Committee or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.
- (b) *Limit contact with Board, Committee and Commission members to questions of clarification*
 It is inappropriate for a Councilmember to contact a Board, Committee or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board, Committee or Commission members in order to clarify a position taken by the Board, Committee or Commission.
- (c) *Respect that Boards, Committees and Commissions serve the community, not individual Councilmembers*
 The City Council appoints individuals to serve on Boards, Committees and Commissions, and it is the responsibility of Boards, Committees and Commissions to follow policy established by the Council. But Board, Committee and Commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten Board, Committee and Commission members with removal if they disagree about an issue. Appointment and re-appointment to a Board, Committee or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Committee or Commission appointment should not be used as a political "reward."
- (d) *Be respectful of diverse opinions*
 A primary role of Boards, Committees and Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards, Committees and Commissions, but must be fair and respectful of all citizens serving on Boards, Committees and Commissions.
- (e) *Keep political support away from public forums*
 Board, Committee and Commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support Board, Committee and Commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

C. SANCTIONS

- (a) *Acknowledgement of Code of Ethics and Conduct*
 Councilmembers who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct shall be ineligible for intergovernmental assignments or Council subcommittees. Board, Committee and Commission members who do not sign an acknowledgement that they have read and understand the Code of Ethics and Conduct are not eligible to hold office.

(b) *Ethics Training for Local Officials*

Councilmembers, City Treasurer, City Clerk, Board, Committee and Commission Members who are out of compliance with State or City mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council subcommittees, and may be subject to sanctions.

(c) *Behavior and Conduct*

The Belmont Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Belmont City Council, Boards, Committees and Commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards, Committees and Commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

Councilmembers:

Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Belmont and with intergovernmental agencies) or other privileges afforded by the Council. Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Vice Mayor. It is the responsibility of the Mayor (or Vice Mayor) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Vice Mayor), then the alleged violation(s) can be brought up with the full Council.

Board, Committee and Commission Members:

Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board, Committee and Commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board, Committee or Commission, the City Clerk, the City Attorney, the City Manager, and the City Council.

The City Council may impose sanctions on Board, Committee and Commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board, Committee or Commission member conduct. Also, should the City Manager or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the City Manager or the City Attorney to investigate the

allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law. In order to protect and preserve good government, any individual including the City Manager and the City Attorney after complying with Rule 3-600(B) of the State Bar Rules of Professional Conduct, who knows or reasonably believes a member acts or intends or refuses to act in a manner that is or may be a violation of law reasonably imputable to the organization, or in a manner which is likely to result in substantial injury to the organization, may report the violation to the appropriate governmental authorities.

D. IMPLEMENTATION

The Code of Ethics and Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, City Treasurer, City Clerk, applicants to Board, Committee and Commissions, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be periodically reviewed by the City Council, Boards, Committees and Commissions, and updated it as necessary.

Example:

I affirm that I have read and understand the City of Belmont Code of Ethics and Conduct for Elected and Appointed Officials.

Signature

Date

**City of Palmer
Information Memorandum No. 20-007**

Subject: Committee of the Whole for General Discussion Regarding CARES Act Funding

Agenda of: June 9, 2020

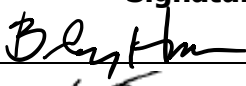


Originator Information:

Originator: Interim 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	<u></u>	_____
City Attorney	<u></u>	_____
City Clerk	<u></u>	_____

Certification of Funds:


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Department of Commerce, and Economic Development Grant Agreement
- CARES Act Guidance

Summary Statement/Background:

The city of Palmer will receive disbursements of CARES act funding the amount of 7,566,546.24. The disbursements will come in installments of \$3,926,688.24 and when 80% of that funding has been expended the city will receive the final two installments of \$1,819,929.00.

Included in the packet is general guidance of allowable expenditures. Generally the city is able to spend this money on non budgeted unanticipated expenses, as they relate to the public health emergency and economic relief for businesses (for profit and non-profit) and residents.

Staff recommends development of three primary areas for allocation to programs. The first is to cover the actual costs incurred by the city for mitigation of COVID-19 pandemic expenses. Since the beginning of this event, the city finance department has categorized expenses to accurately account these expenses. These expenses range from purchase of personal protective equipment (PPE) and sneeze guard equipment. The U.S. Treasury recent guidance allows for eligibility for certain payroll expenses.

The second recommended program is a utility abatement program. Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to utility account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

The third program is a business and non-profit grant program. Local organizations deemed non-essential during required closures have suffered greatly during this public health emergency. It is important that funds are quickly injected into our local economy in order to minimize the number of businesses that can not reopen because of loss of revenue. A program should include businesses that remit sales tax and those that do not. Determination of how many businesses were affected is relatively easy to determine. Non-profit and organizations that are not required to remit a sales tax form will require a different criteria for allocation of grant funds.

Elements of a grant program that should be considered by the council are allocation amounts to different program areas, eligibility, compliance, and reporting.



**DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC
DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS**

**CORONAVIRUS RELIEF FUND
Grant Agreement**

Grant Agreement Number		Vendor Number		Amount of Federal Funds	
				\$7,566,546.24	
GAE	Appropriation Unit	Lapse Date	Project Title		
			Section 601(a) of the Social Security Act as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act; P.L. 116-136)		
Grantee			Department Contact Person		
Name			Name		
City of Palmer			Lynn Kenealy		
Street/PO Box			Title		
231 W Evergreen Ave			Local Government Specialist		
City/State/Zip			Street/PO Box		
Palmer, Alaska 99645			550 West 7 th Ave, Suite 164		
Contact Person			City/State/Zip		
			Anchorage, AK 99501		
Phone	Fax		Phone	Fax	
			907-269-8122	907-269-	
Email			Email		
			ResourceDesk@alaska.gov		

AGREEMENT The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and **Insert Name of Locality** (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee the identified amounts under the terms outlined in this Agreement. The amount of the payment is based upon expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$ Insert total amount of grant.**

Section II. The Grantee shall only use the funds provided under this Agreement to reimburse itself, or to pay necessary expenses incurred, as a result of the public health emergency stemming from the Coronavirus Disease 2019 (COVID-19).

Section III. The Grantee may only use the funds provided under this Agreement for expenses that were not accounted for in its most recently approved budget as of March 27, 2020; and that were incurred during the period of March 1, 2020 and December 30, 2020. Unexpended funds must be returned to the State on or before March 30, 2021.

Section IV. The Agreement consists of this page and the following:

ATTACHMENTS

Attachment A: Scope of Work
Attachment B: Payment Method
Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulation

Grantee	State of Alaska Approvals
Signature	DCEED Signature
Printed Name and Title	Printed Name and Title
Date	Date
	OMB Signature
	Printed Name and Title
	Date

Reviewed by: _____

Attachment A Scope of Work

1. Authorized Use of Grant Funds

The purpose of the grant funds is to provide Grantee with funding available under Section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Expenditures must be used for actions taken to respond to the public health emergency declared by the Governor on March 11, 2020. Such actions may include expenditures incurred to allow Grantee to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Grant payments may be used only to cover costs that were not accounted for in the Grantee’s budget most recently approved as of March 27, 2020. A cost meets this requirement if either: (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the Grantee, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by the Grantee in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account. A cost is “incurred” when the Grantee has expended funds to cover the cost.

Expenditures using Fund payments must be “necessary.” Funds provided to Grantee as a direct payment from the State of Alaska pursuant to this grant agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds expended by a political subdivision or its grantee(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Alaska.

Any funds provided pursuant to this grant agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

Funds received pursuant to this grant agreement cannot be used for expenditures for which a local government entity has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

2. Grant Budget

Payment Allotments	Payment Amounts
Payment 1	
Payment 2	
Payment 3	
Total Grant Funds	

3. Grant Management

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For unincorporated communities, the highest- ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

4. Reporting

The Grantee shall submit a completed COVID-19 Expenditures by Community Report Form provided by the Office of Management and Budget each month, during the life of the Grant Agreement. COVID-19 Expenditures by Community Report Forms are due to the Office of Management and Budget thirty (30) days after the end of the month being reported. The report period is the first of the month through the last day of the month. The final COVID-19 Expenditures by Community Report must be submitted within thirty (30) days following completion of the grant.

Attachment B Payment Method

1. Advance Payment

Payments will be made to Grantees in advance of demonstrated need to respond to the public health emergency in three separate payments. Second and third payments will only be made when at least 80% of the prior payments have been expended. Payments by the State of Alaska to Grantee do not constitute approval of funds expended by Grantee. By making payment to Grantee, the State of Alaska makes no representations, express or implied, that Grantee has complied with the federal requirements governing Coronavirus Relief Funds.

Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

2. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

Attachment C

Standard Provisions

Article 1. Definition

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to grant performance and efforts to comply with the provisions of the Grant Agreement.

Article 13. Obligations Regarding Third-Party Relationships

No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the Grant is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the Grant during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of the Grant period when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the Grant funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the operation of the Grant and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the operation of the Grant.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired with Grant funds be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.
- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this Grant Agreement which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that any permits required under this Grant Agreement by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. .

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on Grant funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The Grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at http://doa.alaska.gov/dof/ssa/audit_guide.html.

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A

State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant, or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant, or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste-Water Disposal Permit
- Water Well Permit

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.