

Mayor Edna B. DeVries
Deputy Mayor Pete LaFrance
Council Member Julie Berberich
Council Member Steve Carrington
Council Member Linda Combs
Council Member Sabrena Combs
Council Member David Fuller

City Attorney Michael Gatti
City Clerk Norma I. Alley, MMC
City Manager Nathan Wallace

City of Palmer, Alaska
City Council Meeting
January 8, 2019, at 7 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introducing and Recommending Setting for Public Hearing on January 22, 2019: **Ordinance No. 19-002**: Amending Palmer Municipal Code Section 17.89.060(E) and Section 17.89.080 Relating to Short Term Rentals.....Page 3
 - b. **Action Memorandum No. 19-001**: Authorizing the City Manager to Purchase Caterpillar 160 M3 Motor Grader Through State of Alaska Fleet Contract Bid CA1879-14 for Lot #2 of Bid Specifications with NC Machinery in the Amount of \$301,042.00 Page 17
 - c. **Action Memorandum No. 19-002**: Authorizing the City Manager to Negotiate and Execute a Contract with Orion Construction, Inc. for the Construction of the 2019 ADA Sidewalk Improvements Project in an Amount not to Exceed \$246,774.00 Page 31
 - d. **Action Memorandum No. 19-003**: Authorizing the City Manager to Dispose of the 1984 Spartan Thibault Aerial Fire Truck Through the Public Surplus Process Page 51
2. Approval of Minutes of Previous Meetings
 - a. November 27, 2018, Special Meeting Page 53
 - b. December 4, 2018, Special Meeting Page 55
 - c. December 11, 2018, Special Meeting Page 62

E. REPORTS

1. City Manager's Report
2. City Clerk's Report Page 65
3. Mayor's Report
4. City Attorney's Report

F. AUDIENCE PARTICIPATION

G. PUBLIC HEARING

1. **Ordinance No. 19-001**: Amending Palmer Municipal Code Chapter 17.60 General District Regulations by Repealing Section 17.60.060 Distance Between Buildings Page 71
2. **Action Memorandum No. 19-004**: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 3767 for Humdingers Gourmet Pizza Co., Located at 173 S. Valley Way..... Page 77
3. **Action Memorandum No. 19-005**: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 3696 for La Fiesta Mexican Restaurant, Located at 132 W. Evergreen Avenue Page 83

4. **Action Memorandum No. 19-006:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 2931 for Mat-Su Miners, Located at the Alaska State Fairgrounds' Hermon Brothers Field..... Page 89
5. **Action Memorandum No. 19-007:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 1274 for Palmer Bar, Located at 828 S. Colony Way..... Page 95
6. **Action Memorandum No. 19-008:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 4064 for Palmer Golf Course, Located at 1000 LePak Avenue Page 101

H. ACTION MEMORANDA

1. **Action Memorandum No. 19-009:** Authorizing the City Manager to Execute a Design and Construction Administrative Services Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$152,002.00 for the Design Work and the CA Services on the 2019 Airfield Safety Improvements Project..... Page 107

I. RECORD OF ITEMS PLACED ON THE TABLE

J. AUDIENCE PARTICIPATION

K. COUNCIL MEMBER COMMENTS

L. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jan 15	Joint	7 pm	AAC
Jan 22	Regular	7 pm	
Feb 5	Joint	6 pm	BED
Feb 12	Regular	7 pm	
Feb 26	Regular	7 pm	
March 12	Joint	6 pm	PRCRAB
March 12	Regular	7 pm	
March 26	Regular	7 pm	

**City of Palmer
Ordinance No. 19-002**

Subject: An Ordinance of the Palmer City Council Amending Palmer Municipal Code Section 17.89.060(E) and Section 17.89.080 Relating to Short Term Rentals

Agenda of: January 8, 2019 – Introduction
January 22, 2019 – Public Hearing

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


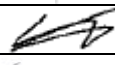

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance		12/19/18
_____	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):

- Ordinance No. 18-006

Summary Statement/Background:

This text amendment will update information in Section 17.89.060(E) General Provisions and correct a code citation in Section 17.89.080 Standards for a conditional use permit.

On August 16, 2018, the Planning and Zoning Commission approved a draft ordinance, regarding short term rentals, with the following:

- 1) Type 1 STRs being a conditional use in the R-1 district which would require additional notice as stated in Section 17.89.060(E) General Provisions; and
- 2) With the code citation referenced as PMC 17.72.050 (Standards for a conditional use permit) in Section 17.89.080 Standards for a conditional use permit.

The draft ordinance was forwarded to city council with a recommendation for adoption at which time the code citation originally shown as PMC 17.72.050 was erroneously changed to reference PMC 17.72.060 (Conditions and requirements for a conditional use permit).

During the meeting, city council voted to amend the ordinance by changing CUP to N (Not Permitted) in R-1 for Type 1 STRs which would remove the need for additional notice requirements as shown in Section 17.89.060(E), but this section was not updated during the meeting to reflect the change.

On September 25, 2018, city council adopted Ordinance No. 18-006, which enacted Palmer Municipal Code Chapter 17.89 Short Term Rentals.

While preparing the ordinance for codification, the errors were identified. This text amendment does not change the intent of the ordinance but will update information, which was intentionally, amended by city council as applicable in Section 17.89.060(E) General Provisions and correct the code citation reference in Section 17.89.080 Standards for a conditional use permit.

Administration's Recommendation:

Adopt Ordinance No. 19-002 amending the Palmer Municipal Code Sections 17.89.060 and 17.89.080.

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Date: January 8, 2019

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Ordinance No. 19-002

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Section 17.89.060(E) and Section 17.89.080 Relating to Short Term Rentals

WHEREAS, the Planning and Zoning Commission drafted and approved a short-term rental ordinance to address the current residential housing demands of the community; and

WHEREAS, City Council reviewed and amended the short-term rental ordinance before final adoption of the ordinance; and

WHEREAS, due to changes made to the ordinance after review by the Planning and Zoning Commission, it has become necessary to correct and update the ordinance with the applicable changes.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 17.89.060(E) is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.89.060 General provisions.

E. Additional Notice Requirements. For registrations and registration renewals of Type-1, Type-2 or Type-4 short-term rentals as defined in PMC 17.89.030 in ~~R-1~~, R-1E and R-2 residential zoning districts, the applicant must give notice on a form provided by the city to each residence adjacent, including those residences adjacent across a public right-of-way and properties connected to the applicant's property by property corners. The notice must include a description of the proposed use and the name, address, telephone number and email address (if any) of the responsible person.

Section 4. Palmer Municipal Code Section 17.89.080 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.89.080 Standards for a conditional use permit.

In addition to the requirements of PMC ~~17.72.060~~ 17.72.050, the following standards shall be met for a conditional use permit, if required:

A. The use shall not unreasonably interfere with or cause undue annoyance to residential uses by reason of visual appearance, bright or flashing lights, odor, noise, dust, traffic, or other negative effects.

B. Sufficient access is provided.

C. Conditions may be imposed by the commission with respect to location, screening, fencing, buffering, hours of operation, traffic, landscaping, setbacks or otherwise if reasonably necessary to satisfy these standards.

D. A Type-1 short-term rental must be on a minimum lot size of 20,000 square feet.

Section 5. Effective Date. Ordinance No. 19-002 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

LEGISLATIVE HISTORY

Introduced by: City Manager
Public Hearing: September 11, 2018
Action: Adopted
Vote: Unanimous

Yes:	No:
Best Carrington L. Combs S. Combs DeVries Fuller LaFrance	

CITY OF PALMER, ALASKA

Ordinance No. 18-006

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Title 17 by Repealing Chapter 17.88 and Section 17.08.038 Bed and Breakfast and Enacting Chapter 17.89 Short Term Rentals

WHEREAS, the Planning and Zoning Commission (commission) proposes and recommends text amendments as necessary to Title 17 Zoning to ensure regulations and standards are applicable to the current needs of the community; and

WHEREAS, the commission has reviewed and determined Palmer Municipal Code Chapter 17.88 Bed and Breakfast insufficient to adequately address the current residential housing demands of the community for short term rentals; and

WHEREAS, the commission has reviewed and discussed short term rental language from other similar communities and has drafted code language to help meet the increasing short term rental demands of the community.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 17.08.038 is hereby repealed (deleted language is stricken):

~~17.08.038 Bed and breakfast.~~

~~“Bed and breakfast” means an owner-occupied residential dwelling with up to three guest rooms which provides overnight accommodations and breakfast to registered transient guests.~~

Section 4. Chapter 17.88 Bed and Breakfast is hereby repealed (deleted language is stricken):

~~Chapter 17.88~~
~~BED AND BREAKFAST~~

Sections:

~~17.88.010 Intent.~~

~~17.88.020 Application and approval.~~

~~17.88.030 General provisions.~~

~~17.88.080 Transfer of property.~~

~~17.88.010 Intent.~~

~~This chapter sets out the criteria under which a bed and breakfast may be incorporated into certain zoning districts. Bed and breakfasts help preserve existing housing stock and neighborhood character while providing efficient use of larger homes and providing flexibility to respond to changing household sizes and needs. The provisions set forth in the chapter help ensure the preservation of the character, integrity and property values of the surrounding areas within which these facilities are located and maintained. (Ord. 07-033 § 4, 2007)~~

~~17.88.020 Application and approval.~~

~~A. An application for a bed and breakfast permit shall be initiated by the owner on a form prescribed by the zoning administrator. For the purposes of this chapter, the owner shall mean any person named on the deed, a contract purchaser, or the beneficiary of a trust named on the deed.~~

~~B. The permit shall be accompanied by the notarized affidavit affirming that at least one owner occupies the dwelling being used as the bed and breakfast and that the bed and breakfast will conform to the requirements of the permit and the requirements of this chapter.~~

~~C. A nonrefundable fee of \$50.00 shall accompany the application.~~

~~D. The zoning administrator shall review the application for code compliance within 30 calendar days.~~

~~E. The zoning administrator shall notify the applicant in writing of approval or denial. Approved applications shall be issued a bed and breakfast permit.~~

~~17.88.030 General provisions.~~

~~The following provisions apply to the operation of bed and breakfast:~~

~~A. The bed and breakfast use shall be an accessory use to the principal use of the dwelling.~~

~~B. A residential dwelling incorporating a bed and breakfast as an accessory use shall be a minimum of 2,000 square feet.~~

~~C. The length of a stay within a bed and breakfast shall be a maximum of 21 days per calendar year, and documentation verifying the length of stay of each guest, such as a registration ledger or receipts, shall be made available to the city upon request.~~

~~D. No food preparation or cooking for guests shall be conducted within any bedroom made available for rent.~~

~~E. All guest rooms shall be contained within the principal dwelling on the lot.~~

~~F. One additional parking space for each bedroom rented shall be provided, in addition to the parking requirements required in Chapter 17.64 PMC, Parking and Loading.~~

~~G. The exterior of the building shall not reflect the operation of a bed and breakfast there, except that one sign, not to exceed four square feet in area, is permitted.~~

~~H. A bed and breakfast may be developed in either an existing or a new dwelling unit.~~

~~I. A bed and breakfast shall not be permitted on any lot with an accessory dwelling unit or child care center. Other home occupations shall be allowed, subject to existing regulations.~~

~~J. Bed and breakfasts shall conform to all applicable codes, laws, and regulations.~~

~~K. For purposes of securing financing, a potential owner may request and receive a letter of pre-approval from the city indicating property is eligible for a bed and breakfast permit if the potential owner completes the application process and construction in accordance with this section.~~

~~17.88.080 Transfer of property.~~

~~A bed and breakfast permit is not transferable to any other property or person. When a property with a bed and breakfast is sold or otherwise transferred, the new owner must apply for a permit as set forth in PMC 17.88.020 within 60 days from the date of transfer.~~

Section 5. Chapter 17.89 Short Term Rentals is hereby enacted to read as follows (new language is underlined):

Chapter 17.89
SHORT TERM RENTALS

Sections:

17.89.010 Purpose and intent.

17.89.020 Definitions.

17.89.030 Short term rental classifications.

17.89.040 Application and approval.

17.89.050 Annual review.

17.89.060 General provisions.

17.89.070 Standards.

17.89.080 Standards for a conditional use permit.

17.89.090 Signs.

17.89.100 Violations; enforcement.

17.89.110 Appeals – Generally.

17.89.120 Appeal notice and hearing before commission.

17.89.130 Written statements.

17.89.010 Purpose and intent.

The purpose of this article is to provide for the regulation of short-term rentals in certain zoning districts within the city in order to preserve neighborhood character while encouraging economic activity and diversity, and to promote public health, safety, and welfare.

17.89.020 Definitions.

"Bed and breakfast" means a private residential property providing up to 15 guest rooms for accommodation of travelers with breakfast in a common eating area.

"Bed and breakfast homestay establishment" means an owner-occupied residential property where short term lodging is provided that contains no more than five guest rooms and where breakfast service may be provided to overnight guests only.

"Bed and breakfast inn" means a resident managed residential property where short-term lodging is provided that contains no more than 15 guest rooms and where breakfast service may be provided to overnight guests only.

"Hosting platform" means a person or entity that provides a means through which an owner may advertise and offer for rent a short-term rental to the general public.

"Owner" means any person named on the deed, a contract purchaser, or the beneficiary of a trust named on the deed.

"Owner occupied" means owner must reside on the property and be present at the property for the duration of any short-term rental.

"Operation of" or "operating" means the short-term rental has been rented by or on behalf of the owner to the general public for compensation for transient occupancy. "Operation of" or "operating" a short-term rental does not include mere advertisement of or offering to rent short-term rental(s).

"Responsible person" means the person responsible for addressing all maintenance, nuisance, and safety concerns related to a short-term rental.

"Short term rental" means a residential dwelling unit(s) that is rented out for compensation on a temporary basis for a period of less than 30 consecutive days.

17.89.030 Short term rental classifications.

Short terms rentals are classified as:

Type-1: A short term rental of one or more bedrooms in an owner-occupied dwelling while the owner is occupying the same dwelling unit for the entire rental period.

Type-2: A short term rental of a single family or duplex residential property where short term lodging is provided to only one group at a time per dwelling unit. The owner of the property is or is not present at the property for the duration of any short-term rental.

Type-3: A short term rental of a multi-family residential property where short term lodging is provided to only one group at a time per dwelling unit. The owner of the property is or is not present at the property for the duration of any short-term rental.

Type-4: A bed and breakfast homestay establishment means an owner-occupied residential property where short term lodging is provided that contains no more than five guest rooms and where breakfast service may be provided to overnight guests only. The owner must reside on the property and be present at the property for the duration of any short-term rental. The property may be rented out to multiple short-term lodging groups at a time.

Type-5: A bed and breakfast inn means a resident managed residential property where short-term lodging is provided that contains no more than 15 guest rooms and where breakfast service may be provided to overnight guests only. The resident manager must reside on the property and be present at the property for the duration of any short-term rental. The property may be rented out to multiple short-term lodging groups at a time.

17.89.040 Application and approval.

A. An application for a short-term rental permit shall be initiated by the owner on a form prescribed by the zoning administrator. For the purposes of this chapter, the owner shall mean any person named on the deed, a contract purchaser, or the beneficiary of a trust named on the deed and is valid for a period of one year.

B. All applications for a permit shall be accompanied by a payment of the fee(s) according to the current, adopted budget.

C. The zoning administrator shall review the application for code compliance within 30 calendar days.

D. Short-term rentals shall conform to all applicable codes, laws, and regulations.

E. A site plan with a description of the short-term rental, including street address, number of bedrooms, and number of off-street parking spaces available for guests' use.

F. The zoning administrator shall notify the applicant in writing of approval or denial. Approved applications shall be issued a short-term rental permit.

17.89.050 Annual renewal.

Application for renewal of a short-term permit and payment of the renewal fee shall be made before February 1 of the applicable year.

17.89.060 General provisions.

The following provisions apply to the operation of short-term rentals:

A. It is unlawful for any person to operate within the city a short-term rental without having been approved by the Department of Community Development. A separate registration shall be required for each short-term rental.

B. Short-term rentals shall conform to all applicable codes, laws, and regulations.

C. A short-term rental shall not be permitted on any lot with an accessory dwelling unit or child care center. Other home occupations shall be allowed, subject to existing regulations.

D. A short-term rental permit is not transferable to any other property or person. When a property with a short-term rental is sold or otherwise transferred, the new owner must apply for a permit as set forth in PMC 17.89.040 within 60 days from the date of transfer.

E. Additional notice requirements. For registrations and registration renewals of Type-1, Type-2 or Type-4 short term rentals as defined in PMC 17.89.030 in R-1, R-1E and R-2 residential zoning districts, the applicant must give notice on a form provided by the city to each residence adjacent, including those residences adjacent across a public right-of-way and properties

connected to the applicant's property by property corners. The notice must include a description of the proposed use and the name, address, telephone number and email address (if any) of the responsible person.

17.89.070 Standards

A. One additional parking space for each bedroom or dwelling unit rented shall be provided, in addition to the parking requirements required in PMC 17.64, Parking and Loading. No on-street parking shall be allowed for short term rental facility guests.

B. The exterior of the building shall not reflect the operation of a short-term rental there, except that one sign, not to exceed four square feet in area, is permitted in all residential districts.

C. The length of a stay within a short-term rental shall be for a period of less than 30 days per calendar year, and documentation verifying the length of stay of each guest, such as a registration ledger or receipts, shall be made available to the city upon request.

D. The responsible person shall be available at all times the property is being rented. A sign must be posted conspicuously in the common area of each unit and shall contain all of the following information:

1. The name and contact information of the owner and/or responsible person; and
2. The license number of the short-term rental facility; and
3. The occupancy limits and requirements set forth in the license.

E. The owner of the short-term rental must ensure that use of the short-term rental by guests is in compliance with the noise provisions of PMC 8.36.

F. The operation of a short-term rental is permitted as indicated in the following districts:

	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>	<u>Type IV (Bed and Breakfast Homestay)</u>	<u>Type V (Bed and Breakfast Inn)</u>
<u>R-1</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>R-1E</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
<u>R-2</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>CUP</u>
<u>R-3</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>CUP</u>
<u>R-4</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Agri</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>C-L</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>C-G</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Key:

- P = Permitted
- N = Not permitted
- CUP = Conditional Use Permit

G. The licensee shall comply with the quiet hours established in PMC 8.36.025.

H. The licensee will comply with all building, electrical and other city codes and ordinances.

I. Functions such as meetings, receptions, weddings and other social events provided for compensation or held by guests are not permitted as part of the short-term rental use unless such residential property is located in an agriculture district or commercial zoning districts.

J. The license number and occupancy limit shall be included in all marketing materials, advertisements, and online listings for the short-term rental.

K. A residential dwelling incorporating a Type-4 as an accessory use shall be a minimum of 2,000 square feet.

17.89.080 Standards for a conditional use permit.

In addition to the requirements of PMC 17.72.060, the following standards shall be met for a conditional use permit, if required:

A. The use shall not unreasonably interfere with or cause undue annoyance to residential uses by reason of visual appearance, bright or flashing lights, odor, noise, dust, traffic, or other negative effects.

B. Sufficient access is provided.

C. Conditions may be imposed by the commission with respect to location, screening, fencing, buffering, hours of operation, traffic, landscaping, setbacks or otherwise if reasonably necessary to satisfy these standards.

D. A Type-1 short-term rental must be on a minimum lot size of 20,000 square feet.

17.89.090 Signs.

In agriculture and commercial districts, signs for a short-term rental shall meet PMC 14.08.080.

17.89.100 Violations; enforcement.

A. Registration suspension or revocation. The zoning administrator may suspend or revoke a short-term rental permit when the licensee commits one or more of the following acts or omissions:

1. Failure to comply with any provision of this title.

2. Operating or allowing the operation of the short-term rental in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health, safety, welfare or morals, or interfere with the rights of abutting property owners.

3. The securing of the registration by fraud or misrepresentation, to specifically include false or incorrect information on the registration application.

B. Procedure. Should the zoning administrator decide to suspend or revoke a registration, the licensee will be given notice and an opportunity to respond following the procedures in this subsection, except that should the zoning administrator determine the short term rental or its operation present a safety hazard or require immediate remedy, the zoning administrator may order operation of the short term rental to cease immediately.

1. The licensee will be notified in writing by the zoning administrator at least seven days prior to the action contemplated and the reasons therefore.

2. Upon receipt of the notice, the licensee may request a meeting with the zoning administrator. Such request must be in writing and must be received by the zoning administrator within seven days of the licensee's receipt of the notice. Failure on the part of the licensee to request in writing a meeting and within the specified time period shall be a waiver of the licensee's right to a meeting.

3. If a meeting is requested by the licensee, the zoning administrator will set a time, date and place and will so notify the licensee, in writing.

4. When a meeting is conducted, the city will present the evidence supporting the contemplated action. The zoning administrator may request evidence be presented by other parties. The licensee may present evidence. The zoning administrator will take all evidence admitted under advisement and once a decision has been made the zoning administrator will notify the licensee of the findings and decision in writing.

C. Appeal. Any person aggrieved by a decision of the zoning administrator will have the right to appeal to the commission by following the procedures.

17.89.110 Appeals – Generally.

A. Appeals – Standing. Any person or persons aggrieved by an action or determination taken under this chapter may appeal said action or determination.

B. Jurisdiction. Appeals of actions and determinations of the zoning administrator are heard by the commission. The commission's action may be appealed pursuant to PMC Chapter 17.98 by any party, including a city official.

C. Time Limitation. An appeal of a decision of the zoning administrator or of the commission must be filed within 20 calendar days of the action or determination being appealed. The right of appeal is forfeited unless a written appeal is delivered to the clerk within 20 calendar days of the zoning administrator's or commission's action or determination. Computation of the time period for filing an appeal shall commence with the date on which the action or determination is mailed or delivered to the parties involved. Any decision not appealed within this time limit shall become final.

D. Applications. The appeal application for each appeal shall be filed with the clerk, on a form prescribed by the city clerk and contain at least the following information:

1. The name and address of the appellant and that of the appellant's representative, if appellant is represented; and

2. A description of the action or determination from which the appeal is sought; and

3. The reason for the appeal which must show a grievance to the applicant.

E. Fees. All applications for appeals shall be accompanied by a payment of a non-refundable fee according to the current, adopted budget.

17.89.120 Appeal notice and hearing before commission.

A. Upon receipt of a valid application appealing an action or determination of the zoning administrator, the clerk shall schedule an appeal hearing before the commission to be held within

45 days. All parties to the action or determination being appealed shall be provided with written notice not less than 15 days prior to the appeal hearing.

B. Written statements are to be submitted to the clerk as follows:

1. An appellant may file a written statement summarizing the facts and setting forth pertinent points and authorities in support of the points contained in the notice of appeal, provided such statement must be filed not less than 12 days prior to the date set for the appeal hearing.

2. Any interested party wishing to file a written statement in rebuttal to the appeal may do so, provided such statement must be filed not less than six days prior to the appeal hearing date.

C. At the hearing the order of presentation is as follows:

1. The zoning administrator shall summarize the issues and state his/her decision.

2. The applicant shall present his/her evidence, including witnesses and documents.

3. The zoning administrator shall present his/her evidence, including witnesses and documents.

4. The licensee may close his/her presentation.

5. The zoning administrator may close his/her presentation.

D. The commission, the applicants and the administration may question any witness. Any person may be represented by counsel. The applicant must prove the facts by a preponderance of the evidence. All hearings shall be tape-recorded. Formal rules of evidence need not be followed.

E. A hearing, and any reconvening thereof, shall be open to the public.

F. Within 15 days following the hearing, the commission shall issue its decision in the form of written findings of fact and conclusions of law.

G. The findings of fact and conclusions of law shall reference specific evidence in the record and the controlling sections of this chapter and shall briefly explain the reasons for the decision. The commission may affirm, modify, vacate, set aside or reverse any decision brought before it for review, and may remand the case and direct the entry of such appropriate order, or require further proceedings to be had as may be justified under the circumstances.

H. The findings of fact and conclusions of law shall be signed by the presiding officer and filed with the clerk, who shall promptly mail a copy to the appellant.

Section 6. Effective Date. Ordinance No. 18-006 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this 11th day of September, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

**City of Palmer
Action Memorandum No. 19-001**

Subject: Authorizing the City Manager to Purchase Caterpillar 160 M3 Motor Grader Through State of Alaska Fleet Contract Bid CA1879-14 for Lot #2 of Bid Specifications with NC Machinery in the Amount of \$301,042.00

Agenda of: January 8, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> √ </u>	Finance	<u><i>[Signature]</i></u>	<u>12/14/18</u>
_____	Fire	_____	_____
_____	Police	_____	_____
<u> √ </u>	Public Works	<u><i>[Signature]</i></u>	<u>12/13/18</u>

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 301,042.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 301,042.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 09-01-10-6054
- Not budgeted

Director of Finance Signature: *[Signature]*

Attachment(s):

- State of Alaska Standard Terms and Conditions
- State of Alaska Lot #2 Bid sheet
- NC Machinery Purchase Order

Summary Statement/Background:

In the 2019 City of Palmer Council approved budget, funds were budgeted for the purchase of a road grader for the Department of Public Works.

This action memorandum requests authorization to purchase the road grader from NC Machinery for a new motor grader to replace an existing 28-year-old 780 Champion Grader utilizing State of Alaska bid specs and contract.

The City of Palmer Administration chose to take advantage of its ability to attach to the State of Alaska contract for purchase of vehicles for the following reasons:

- The City of Palmer did not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to the State of Alaska that purchases many vehicles per year, enjoys a greater discount versus buying one on our own; and
- The City of Palmer benefits from the fact that the State of Alaska procurement is locked into fuel, freight, and production rates based on last fall's pricing that is considerably lower than the rapidly escalating fuel and steel surcharges that have increased shipping and production costs over the last six months.

3.21.230 Governmental and proprietary procurements.

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

1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.

2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.

3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.

A. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.

B. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

Administration's Recommendation:

To approve Action Memorandum No. 19-001 authorizing the City Manager to execute a purchase order with NC Machinery.

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508	CONTRACT AWARD NUMBER CA1879-14
ORDERING DEPARTMENT: HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX	DATE OF CONTRACT: JUNE 25, 2014 DATE INITIAL CONTRACT BEGINS: JUNE 25, 2014 DATE INITIAL CONTRACT ENDS: JUNE 24, 2015	
CONTRACTOR: NC MACHINERY ADDRESS: 6450 ARCTIC BLVD. ANCHORAGE, AK 99518 CONTACT NAME: MIKE LICHTER PHONE NUMBER: (907) 786-7534 E-MAIL: MLICHTER@NCMACHINERY.COM	NUMBER & PERIOD OF RENEWALS: FOUR (1) ONE YEAR RENEWAL OPTIONS RENEWALS EXPIRE (MO/YR): JUNE 24, 2019 ISSUED IN ACCORDANCE WITH BID # SEF- 1879 DATED: MARCH 12, 2014 ESTIMATED VALUE OF INITIAL TERM: \$1,000,000.00	
SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508		
THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.		
DESCRIPTION		
<p>THIS IS A MULTI-VENDOR CONTRACT</p> <p>CONTRACT TO PURCHASE MOTOR GRADERS</p> <p>CONTRACTING OFFICER: KRISTI FUTREL (907) 269-0793</p> <p>SECTION I - SPECIAL TERMS & CONDITIONS SECTION II - STANDARD TERMS AND CONDITIONS SECTION III - SPECIFICATIONS SECTION IV - PRICE SCHEDULE</p>		
CONTRACTING AUTHORITY NAME & TITLE KRISTI FUTREL, CONTRACTING OFFICER III	SIGNATURE 	
CONTRACTOR AUTHORITY NAME MIKE LICHTER	SIGNATURE On File	
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.		

- 1.0 INTENT:** This contract is to result in a multi-vendor contract for the purchase of Highway Motor Graders.
- 1.1 Contract Period: One (1) Year with four (4) one year renewals. Awards will be issued to all responsive and responsible bidders.
 - 1.2 Quantities: Initial Term up to 20 units.
 - 1.3 Location of Use: Statewide
 - 1.4 Warranty locations: Anchorage and Fairbanks. Juneau is optional and will be given preference for PO's issued in that area.
 - 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Inspections:**
 - 2.2.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 accept the return of any or all of the damaged goods.
 - 2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.
- 2.3 **Acceptance:**
 - 2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected. This includes item 2.5 Line Sheets/Bill of Materials and 8.0 Publications. The state will not pay travel for machines that are delivered with deficiencies that must be corrected.
- 2.4 **Delivery Receipt:**

SECTION I
SPECIAL TERMS AND CONDITIONS

- 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
- 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

2.5 Line Sheets/Bill of Materials::

- 2.5.1 It is required at the time of delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit.
- 2.5.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.
- 2.5.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
- 2.5.4 A minimum of one (1) CD per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point is as listed in Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 3.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 3.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.
- 3.4 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this this class, that daily rental fee is determined to be \$500.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 EQUIPMENT RELIABILITY:

- 5.1 Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.

- 5.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
- 5.2.1 .90 (90 percent) PR during any consecutive 12-months (365 days) during the warranty period.
 - 5.2.2 .75 (75 percent) PR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
 - 5.2.3 PR below the state percentages do not meet minimum reliability requirements for state owned equipment.
- 5.3 **Machine Failure and Downtime:**
- 5.3.1 **Machine Failure** is any and all loss of capability to perform fully, as specified, which is not attributed to **Conditioned Failure**. Machine Failure resulting in the unit being out of service is defined as **Downtime**.
 - 5.3.2 **Conditioned Failure** is any Machine Failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.
 - 5.3.3 **Downtime** is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and scheduled major overhauls, time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as a result of accident or an act of God. Downtime includes:
 - 5.3.3.1 Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments, plus
 - 5.3.3.2 Time lost waiting for parts and/or vendor assistance. "Waiting downtime" also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, "waiting time" clock begins with notice of need to vendor. Allowance may be considered in "waiting time" calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.
 - 5.3.4 **Out of Service Report (OSR):** Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).
 - 5.3.4.1 The State will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was based, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.
 - 5.3.4.1.1 The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.
 - 5.3.5 **Reporting Downtime:** The Contracting Officer will maintain documentation of all Downtime, and shall send copies of such documentation to the contractor.
 - 5.3.6 **Calculation of Reliability Ratio:** RR is the mathematical ration of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:

$$RR = \frac{\text{Days in a Month} - \text{Days Out of Service}^*}{\text{Days in a Month}^{**}} = \frac{DM - DO}{DM}$$

Note * : Fractional Days apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3 or .33% of a day.

Note **: A day is allocated as 24 consecutive hours from 12:00 AM to 12:00 PM.

Example: 30 days DM with 2 days and 8 hours DT would result in:

$$RR = \frac{30 - 2.33}{30} = .92$$

30

- 5.3.7 **Unacceptable Reliability:** If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the **Guaranteed Value (V)** of the unit:
Original Cost of the unit less (-) Freight = \$_____ (V)
Guaranteed Value (V) less (-) the **Cost of Operation** as listed in the Equipment Rental Rate Blue Book or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska (a, b or c per hour) times (X) the number of hours used = _____(DV).
a. Example: Cost of a single unit, less freight = \$150,000. The hourly cost is \$150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit's worth at \$127,500.00.
- 5.3.8 Prior to return, the State will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by the vendor/manufacturer, prior to public auction.
- 5.3.9 The tires will be serviceable with at least 50% remaining thread.
- 5.3.10 Oil samples, as per manufacturer's service manual recommendations, will be taken by State of Alaska maintenance personnel on the engine, transmission, differentials and hydraulics.
- 5.3.11 In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc. or another professionally recognized appraiser may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and the contractor.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a one-year (12-month) warranty.
- 6.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 12 months (year one), from the date the unit is placed in service at the assigned location.
- 6.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
- 6.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
- 6.1.4 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
- 6.1.5 Warranty on Attachments: Same as Standard Warranty Package.
- 6.1.6 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 6.2 **Warranty Claims:**

- 6.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

6.3 Warranty Performed by Vendor:

- 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows
 - 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.
- 6.3.4 The state will not pay travel to machines that are delivered with deficiencies that must be corrected.

6.4 Authorized Warranty (Contractor/Bidder):

- 6.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair work.

AIRPORT EQUIPMENT RENTALS:

Provide name and address for each Authorized Warranty Dealer for each location.

- (*) AIRPORT EQUIPMENT RENTALS
10460 OLD SEWARD HWY., ANCHORAGE, AK 99515
1285 VAN HORN ROAD, FAIRBANKS, AK 99701

Provide contact name and contact information for Warranty Administrator:

(*) MIKE LAM (907) 456-2000 MIKE.LAM@AER-INC.NET

NC MACHINERY

Provide name and address for each Authorized Warranty Dealer for each location.

(*) NC MACHINERY

6450 ARCTIC BLVD., ANCHORAGE, AK 99518

730 OLD STEESE HWY., FAIRBANKS, AK 99707

8550 AIRPORT BLVD., JUNEAU, AK 99801

2051 WEST RUPEE CIRCLE, WASILLA, AK 99654

1711 AIRPORT BEACH ROAD, DUTCH HARBOR, AK 99692

Provide contact name and contact information for Warranty Administrator:

(*) BRANDON KANE (907) 786-7500 ANCHORAGE

DON CHAMBERS (907) 452-7251 FAIRBANKS

BRANDON SHAW (907) 789-0181 JUNEAU

RODNEY MCQUILLAN (907) 352-3400 WASILLA

GREG HARPER (907) 581-1367 DUTCH HARBOR

6.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).

6.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

6.5 Factory Recall:

6.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

7.0 REPAIR ORDERS AND DOCUMENTATION:

7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

8.0 PUBLICATIONS:

8.1 Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery

8.1.2 Product specific publications are required for the entire machine to include all attachments

8.1.3 Electronic publications may be requested

8.1.4 **All manuals must be sent to the following with a signature required receipt:**

Central Region: Al Horcsik (907) 269-5973

Northern Region: Rubin Briesmeister (907) 451-5258

South East: Tom Miller (907) 465-1789

- 8.2 **Service Manuals:**
- 8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:
 - 8.2.2 Body, chassis, and electrical
 - 8.2.3 Engine, transmission, and differential(s) (service and rebuild)
 - 8.2.4 Electrical and vacuum troubleshooting
 - 8.2.5 Wiring diagrams and schematics
 - 8.2.6 Service specifications
 - 8.2.7 Engine/emission diagnosis
 - 8.2.8 Service manuals are to be customized by serial number.
- 8.3 **Parts Manuals:**
- 8.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.
 - 8.3.2 Parts manuals are to be customized by serial number.
- 8.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.
- 8.5 **Quantities:** As per Section IV – Bid Price Schedule.
- 8.6 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.
- 9.0 **STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:
- DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #318
Anchorage, Alaska 99508
- 10.0 **WEIGHT VERIFICATION SLIPS:** If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.
- 11.0 **INSPECTION TRIP (if required):**
- 11.1 Prior to arrival of the State of Alaska inspectors, the completed unit is to have been inspected and tested by the manufacturer for compliance to the specifications as listed above. The State reserves the right to appoint an independent inspector, at the State's expense, to periodically monitor the progression of the vehicle during the manufacturing process.
 - 11.2 Prior to shipment from the manufacturer's plant, representatives of the State will inspect the completed equipment for conformance to specifications.
 - 11.3 The Contractor shall provide full access to the State's inspector(s), or their designee(s), to the plant (s) including the plant(s) subcontractors where manufacture is taking place.
 - 11.4 Inspection Trip:
 - 11.4.1 The vendor will alert the State of Alaska Contracting Officer, whose name is on the purchase order, at least 30 days prior to having the completed unit ready for inspection
 - 11.4.2 The State of Alaska will arrange and pay for all travel related cost for State employees only.
 - 11.5 It shall be the responsibility of the State inspector(s) to technically inspect and test the vehicle for compliance with the specifications.

SECTION I
SPECIAL TERMS AND CONDITIONS

- 11.6 It shall be the responsibility of the Contracting Authority representative to observe and assist in the inspection and test to assure compliance with the published terms, conditions, and specifications of the bid, and to mediate any disputes, which may arise between the manufacturer and the Department of Transportation's representative(s).
- 11.7 If it becomes necessary, the State or its representative would conduct a re-inspection of any subsequent work performed by the successful bidder. Should the State decide a re-inspection(s) of the unit is required; the vendor shall be required to pay for round trip air fare, ground transportation and per diem at \$175.00 per day for up to two (2) persons from Anchorage, Alaska. The state will pay for the inspection and will submit an invoice for reimbursement from the vendor.
- 11.8 The pilot model inspection may result in minor modifications which would require negotiation with the Contracting Officer. A change order to the contract must be issued prior to any modifications being accomplished.
- 11.9 **FINAL ACCEPTANCE REMINDER:** Final acceptance is at final destination; however, all major tests will be conducted at the manufacturer's place of business unless the State has reason to believe alterations or damages have taken place which may have changed the performance or design characteristics of the unit since the time of inspection at the manufacturer's location.
- 11.9.1 A final inspection of the unit will be conducted at the final destination in Alaska, to assure that the unit still meets specifications.
- 11.10 These inspections by the State shall be thorough and very critical, and will encompass a complete review of the specifications. Adequate time and technical personnel shall be made available to assist the State in these inspections.
- 11.11 The bidder or responsible representative shall also be in attendance.

12.0 PRICE:

- 12.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for 180 days after bid opening. All price increases or decreases must remain firm for the following 180 days.
- 12.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 12.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
- 12.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
- 12.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- 12.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
- 12.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 12.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
- 12.5 **Manufacturer's Rebate (Incentives):**
- 12.5.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

13.0 REPLACEMENT PARTS AND REPAIRS:

SECTION I
SPECIAL TERMS AND CONDITIONS

- 13.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 13.2 Time lost waiting for parts and/or vendor assistance during the warranty period will count toward the Equipment Reliability and Downtime calculations. "Waiting downtime" also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, "waiting time" clock begins with notice of need to vendor. Allowance may be considered in "waiting time" calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.
- 13.3 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
- 13.3.1 The state will not pay for freight on parts that are considered wear parts that should be available within seven (7) days of order.
- 13.3.2 The state will not pay for freight on parts that must be available within ten (10) working days without prior approval from the Regional Part Manager's.
- 13.4 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
- 13.5 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
- 13.5.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 13.5.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. **Cores returned within 12 months of original invoice date will receive full core credit.** Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
- 13.5.3 Electronic Parts may be returned in original sealed package only.
- 13.5.4 Invoicing: Full description of item is required on all invoices, packing lists and billings.

LOT 2

<u>1 or 0</u>	<u>LOT #2</u>		<u>NC Machinery</u>
1	Motor Grader, minimum 43,500 Operating Weight	Caterpillar 160M3 (Bridgestone VSW Snow Wedges)	\$ 242,520
0	Optional Warranty-Year 2		\$ -
1	Optional Warranty-Year 3	<i>Do not need to select both if 3 year is required</i>	\$ 4,400
0	Winter Front		\$ -
0	Silicone Pad Heaters		\$ -
0	Battery Trickle Charger		\$ -
0	Transmission Guard		\$ -
0	AWD Option		\$ -
0	17.5R25 Bridgestone VSW V-Steel Snow Wedge		\$ -
0	14.00R24 Bridgestone Traction Treat VUT or VKT	VUT	\$ -
0	17.5R25 Bridgestone Traction Treat VUT or VKT	VKT	\$ -
1	Tire Studs		\$ 2,100
1	LED Work Lights		\$ 5,678
1	Strobe Lights		\$ 7,973
0	Automated Cross Slope Control System		\$ -
0	16 Foot Moldboard		\$ -
	Moldboard Extensions: Mold board extensions left and right minimum 2 feet with cutting edge and end bits. Extensions shall match moldboard in thickness and height. Price shall be left each and right each.		\$ -
0	Push Block		\$ 2,592
0	Snow Wing	HENKE AHW14ER	\$ -
0	Snow Wing with rear push arms mounted to optional rear scarifier/ripper	HENKE AHW14RR	\$ -
1	Snow Wing with rear push arms mounted to the butt plate and minimum benching height of 24 inches.	HENKE AHW14FR	\$ 16,530
0	Hydraulically extendable push pole on wing with 20 inches of travel with pressure relief valve.		\$ -
0	Multi-Directional Heavy Duty Plow	BLG-XH PLG W/ FV12	\$ -
0	Compactor, Ripper Mounted	WALK N ROLL WR90	\$ -
0	Compactor, Frame Mounted	WALK N ROLL WR90	\$ -
0	Rear Mounted Ripper/Scarifier		\$ -
0	Sloper (-2 to +12) Installed	Rockland 455A	\$ -
0	Sloper (-2 to +12) Not Installed		\$ -
0	Sloper (+22 to +36) Installed	Rockland 455A	\$ -
0	Sloper (+22 to +36) Not installed		\$ -
0	Snow Gate		\$ -
0	Auto Lube System		\$ -
1	Training		\$ -
0	Daily training rate for outside Anchorage, Fairbanks and Juneau (daily rate)		\$ -
0	Diagnostic Tools with 1 year subscription		\$ -
1	Diagnostic renewal yearly subscription		\$ 1,000
0	Oil Sampling (12 month supply)		\$ -
1	Publications		\$ 1,000
0	Fenders for front tires		\$ -
SUBTOTAL			\$ 283,792

* ADDITIONAL ITEMS NOT INCLUDED IN BID

HENKE SNOW GATE "READY" PACKAGE	\$ 500
FREIGHT FOB CITY OF PALMER SHOP	\$ 16,750
TOTAL	\$ 301,042

SPARE WHEEL AND TIRE IS INCLUDED IN BASE PRICE AND WITH



Purchaser's Order

DATE Dec 03, 2018
Quote No. 206740

PURCHASER CITY OF PALMER			
STREET ADDRESS 231 W EVERGREEN AVE		<SAME>	
CITY/STATE PALMER, AK	COUNTY MATANUSKA-SUSITNA		
POSTAL CODE 99645-6952	PHONE NO. 907 745 3271		
CUSTOMER CONTACT: EQUIPMENT GREG WICKHAM			
PRODUCT SUPPORT GREG WICKHAM			
INDUSTRY CODE: LOCAL GOVERNMENT (GV93)	PRINCIPAL WORK CODE ACCESS ROAD CONSTRUCTION & MAINT (410)		
F.O.B. AT: PALMER, AK			

CUSTOMER NUMBER 5157900	Sales Tax Exemption # (if applicable) LOCAL GOVERNMT	CUSTOMER PO NUMBER
-------------------------	--	--------------------

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CSC <input type="checkbox"/>	LEASE <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE	\$0.00	INTEREST RATE	LKE Assignment <input type="checkbox"/>
PAYMENT PERIOD	PAYMENT AMOUNT \$0.00	NUMBER OF PAYMENTS 0	OPTIONAL BUY-OUT	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 160M3	YEAR: 2018		
STOCK NUMBER: 18A00152	SERIAL NUMBER: NEW - TBD	SMU: TBA		
160M3 MOTOR GRADER	384-4273	BASIC JOYSTICK CONTROLS	357-9151	1 PAPER SET OF PARTS AND SERVICE MANUALS
GLOBAL ARRANGEMENT, LOW AMBIENT	385-9297	AUTO ARTICULATION - DEMO	483-2354	SPARE RIM
14' PLUS MOLDBOARD	349-3048	14.0R24 BRIDGESTONE VSW * G2 MP TIRES	252-0708	SPARE 14.0R24 BRIDGESTONE VSW TIRE - MOUNTED
TOWING HITCH	337-7510	ARTICULATION GUARD	368-6239	TIRE STUDS INCL. SPARE
COLD WEATHER PLUS PACKAGE	394-4522	-60F COOLANT	469-8160	HENKE 12' SNOW WING, FIXED REAR MOUNTED TO REAR BUMPER BUTT PLATE, DUAL CARBIDE EDGE
BLADE LIFT ACCUMULATORS	358-9338	SNOW WING MOUNT READY	390-9182	HENKE HI-GATE "READY" PACKAGE
ENGINE PRECLEANER	380-6774	REAR VISION CAMERA	396-3921	FREIGHT FOB PALMER
BASE+6 HYDRAULICS (WM, WT+F, DA1, DA2, FL, RIP)	481-8610	OUTSIDE HEATED MIRRORS, 24V	344-0984	
EXTREME DUTY STARTER	395-3547	TRANSMISSION GUARD	366-2459	
BRAKE AND BACK-UP LIGHTS	331-6793	ENGINE COOLANT HEATER, 120V	249-5516	
CAB PLUS PKG	385-9554	LED WORK LIGHTS	421-7810	
CAB PLUS (INTERIOR)	397-7457	FRONT PUSH PLATE COUNTERWEIGHT	367-6842	
SEAT BELT	394-1492	NEW MACHINE PREP PER CA1879		
PRODUCT LINK, SATELLITE PLE631	464-6804	3 YEAR / 3000 HOUR CAT PREMIER WARRANTY		
NO ACCUGRADE	362-5222	WHELEN AKDOT STROBE KIT PER CA1879		

TRADE-IN EQUIPMENT		SELL PRICE	\$301,042.00
MODEL: _____	YEAR: _____ SN: _____	NET BALANCE DUE	\$301,042.00
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____	BALANCE	\$301,042.00
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		
MODEL: _____	YEAR: _____ SN: _____		
PAYOUT TO: _____	AMOUNT: _____ PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY INITIAL <input style="width: 100px; height: 20px;" type="text"/>	<input type="checkbox"/> USED EQUIPMENT WARRANTY INITIAL <input style="width: 100px; height: 20px;" type="text"/>
<p>The customer acknowledges that he has received a copy of the /Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.</p> <p>Warranty applicable including expiration date where necessary:</p> <p>1 YEAR CAT NEW MACHINE WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED</p> <p>3 YEAR / 3000 HOUR CAT PREMIER WARRANTY - TECHNICIAN TRAVEL TIME & MILEAGE NOT INCLUDED</p>	
<p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:</p> <p>Warranty applicable:</p>	

CSA: _____

NOTES: _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY Steven Fisher REPRESENTATIVE APPROVED AND ACCEPTED ON _____ PURCHASER
CITY OF PALMER

PURCHASER

BY _____ SIGNATURE

PRINT NAME AND TITLE

**City of Palmer
Action Memorandum No. 19-002**

Subject: Authorizing the City Manager to Negotiate and Execute a Contract with Orion Construction, Inc. for the Construction of the 2019 ADA Sidewalk Improvements Project in an Amount not to Exceed \$246,774.00

Agenda of: January 8, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> √ </u>	Finance	<u><i>[Signature]</i></u>	<u>12/14/2018</u>
_____	Fire	_____	_____
_____	Police	_____	_____
<u> √ </u>	Public Works	<u><i>[Signature]</i></u>	<u>12/11/2018</u>

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 246,774.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 246,774.00 AKDOT ATAP Grant 08-40-04-6225
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 08-40-04-6225 AKDOT ATAP Grant
- Not budgeted 08-01-10-7172 City Match Funds

Director of Finance Signature: *[Signature]*

Attachment(s):

- HDL recommendation of award letter
- 100% Engineer Drawings
- Res. No. 18-010 Accepting the AKDOT ATAP grant
- Bid Error Notification Letter from Dirtworks, Inc.

Summary Statement/Background:

The Council approved and appropriated a 2018 Alaska Transportation Alternatives Program Grant from the State of Alaska for the installation and improvement of sidewalks, driveways, and curb ramps with Resolution 18-010. This grant, including the city matching funds is in the amount of \$323,400.

Dirtworks Inc., provided the lowest responsive responsible bid for installing ADA compliant sidewalks in the downtown Palmer area. However, withdrew their bid proposal on Thursday, 20Dec18, due to a bid calculation error.

Orion Construction, Inc. provided the next lowest responsive responsible bid at \$246,774.00. This contract will be paid with grant funds from the Alaska Transportation Alternatives Program Grant, accepted in City of Palmer Res. No 18-010, and City matching funds, and will provide additional ADA compliant sidewalk ramps and driveways in downtown Palmer.

The improvements will include, sidewalks, curb ramps and driveway entrances along W. Elmwood Ave and S. Bailey St, along S. Valley Way (Information Center) and both E. Elmwood and E. Dahlia Aves.

Administration's Recommendation:

To approve Action Memorandum No. 19-002 authorizing the City Manager to negotiate and execute a contract with Orion Construction, Inc., not to exceed \$246,774.00.

December 13, 2018

Chris Nall, Public Works Director
 City of Palmer
 231 West Evergreen Avenue
 Palmer, AK 99645

RE: Recommendation of Award
 2018 ADA Sidewalk Improvements – City of Palmer

Dear Mr. Nall:

We have reviewed the bids submitted for the above-referenced project and have noted the following bid irregularities:

- Orion Construction, Inc., Ficklin Construction, LLC, and Northstar Excavation and Asphalt, Inc. erroneously inserted a unit price for the Traffic Price Adjustment contingent sum item, which had a pre-filled price of \$0.00, as is typical for this pay item. The bid totals have been adjusted to delete the price for this item.
- Signature Land Services did not correctly calculate the overall total for the Base Bid resulting in a net decrease of \$1,000 to the Base Bid and the total bid.
- Ficklin Construction, LLC did not correctly calculate the overall total for the Base Bid resulting in a net decrease of \$5,238.60 to the Base Bid.
- Northstar Excavation and Asphalt, Inc. did not correctly calculate the overall total for Additive Alternative #1 resulting in an increase of \$0.50 to the Additive Alternative #1 total bid price.
- Northstar Excavation and Asphalt, Inc. included a bid bond in the amount of 5%. A bid bond in the amount of 10% is required.

These irregularities changed the ranking of Ficklin Construction, LLC from 4th to 3rd. The corrected bid totals and corresponding contractor rankings for the total of all alternatives are summarized below:

CIVIL
ENGINEERING

GEOTECHNICAL
ENGINEERING

TRANSPORTATION
ENGINEERING

ENVIRONMENTAL
SERVICES

PLANNING

SURVEYING
& MAPPING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

REAL ESTATE
SERVICES

Base Bid and Additive Alternatives						
Rank	Contractor	Base Bid	Add Alt 1	Add Alt 2	Add Alt 3	Total
1	Dirtworks, Inc.	\$127,309.00	\$22,078.00	\$22,952.00	\$20,432.00	\$192,771.00
2	Orion Construction, Inc.	\$173,389.00	\$22,461.00	\$25,712.00	\$25,212.00	\$246,774.00
3	Ficklin Construction, LLC	\$164,103.60	\$37,168.00	\$38,340.00	\$38,340.00	\$277,951.60
4	Northstar Excavation and Asphalt, Inc.	\$145,393.00	\$47,286.50	\$47,233.00	\$42,233.00	\$282,145.50
5	JTA Construction, LLC	\$217,782.00	\$26,605.00	\$29,278.00	\$29,278.00	\$302,943.00
6	Signature Land Services	\$234,650.00	\$31,110.00	\$30,540.00	\$29,540.00	\$325,840.00
7	Tutka, LLC	\$219,668.00	\$34,222.00	\$39,114.00	\$39,114.00	\$332,118.00
	Engineer's Estimate	\$217,310.00	\$27,290.00	\$27,680.00	\$27,680.00	\$299,960.00

Based on the above summary, we recommend award of the contract including each additive alternate, to Dirtworks, Inc.

Please contact us if you need anything further.

Sincerely,

HDL ENGINEERING CONSULTANTS, LLC



David Lundin, PE
 Principal Civil Engineer

attach: Bid Tabulation

ADA Compliant Sidewalks-City of Palmer

	Engineer's Estimate	Signature Land Services	JTA Construction, LLC	Tutka, LLC	Dirtworks, Inc.	Northstar Excavation and Asphalt, Inc.	Orion Construction, Inc.	Ficklin Construction, LLC
Corrected Schedule A Total	\$ 217,310.00	\$ 234,650.00	\$ 217,782.00	\$ 219,668.00	\$ 127,309.00	\$ 145,393.00	\$ 173,389.00	\$ 164,103.60
As-submitted Schedule A Total	\$ 217,310.00	\$ 235,650.00	\$ 217,782.00	\$ 219,668.00	\$ 127,309.00	\$ 145,393.00	\$ 173,389.00	\$ 169,342.20
Difference Base Bid	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,238.60)
Corrected Schedule B Total	\$ 27,290.00	\$ 31,110.00	\$ 26,605.00	\$ 34,222.00	\$ 22,078.00	\$ 47,286.50	\$ 22,461.00	\$ 37,168.00
As-submitted Schedule B Total	\$ 27,290.00	\$ 31,110.00	\$ 26,605.00	\$ 34,222.00	\$ 22,078.00	\$ 47,286.01	\$ 22,961.00	\$ 39,168.00
Difference Additive Alternate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.49	\$ (500.00)	\$ (2,000.00)
Corrected Schedule C Total	\$ 27,680.00	\$ 30,540.00	\$ 29,278.00	\$ 39,114.00	\$ 22,952.00	\$ 47,233.00	\$ 25,712.00	\$ 38,340.00
As-submitted Schedule C Total	\$ 27,680.00	\$ 30,540.00	\$ 29,278.00	\$ 39,114.00	\$ 22,952.00	\$ 47,233.01	\$ 25,962.00	\$ 40,340.00
Difference Additive Alternate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0.01)	\$ (250.00)	\$ (2,000.00)
Corrected Schedule D Total	\$ 27,680.00	\$ 29,540.00	\$ 29,278.00	\$ 39,114.00	\$ 20,432.00	\$ 42,233.00	\$ 25,212.00	\$ 38,340.00
As-submitted Schedule D Total	\$ 27,680.00	\$ 29,540.00	\$ 29,278.00	\$ 39,114.00	\$ 20,432.00	\$ 42,233.01	\$ 25,462.00	\$ 40,340.00
Difference Additive Alternate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0.01)	\$ (250.00)	\$ (2,000.00)
Corrected Total Bid (Sch A + Sch B + Sch C + Sch D)	\$ 299,960.00	\$ 325,840.00	\$ 302,943.00	\$ 332,118.00	\$ 192,771.00	\$ 282,145.50	\$ 246,774.00	\$ 277,951.60
As-submitted Total Bid	\$ 299,960.00	\$ 326,840.00	\$ 302,943.00	\$ 332,118.00	\$ 192,771.00	\$ 282,145.00	\$ 247,774.00	\$ 289,190.20
Difference Total Bid	\$ -	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ 0.50	\$ (1,000.00)	\$ (11,238.60)
Acknowledged Addenda	-	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bid Proposal signed	-	Yes	Yes	Yes	Yes	Yes	Yes	Yes
10% Bid Bond	-	Yes	Yes	Yes	Yes	No	Yes	Yes
Bidder Qualification Form	-	Yes	Yes	Yes	Yes	Yes	Yes	Yes
All Erasures Signed	-	N/A	N/A	N/A	N/A	N/A	Yes	N/A

ADA Compliant Sidewalks-City of Palmer
Bid Tab

Item		Bid Quantity	Unit	Engineer's Estimate		Signature Land Services		JTA Construction, LLC		Tutka, LLC		Dirtworks, Inc.		Northstar Excavation and Asphalt, I		Orion Construction, Inc.		Ficklin Construction, LLC			
Item No.	Spec. No.			Description	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	
A-1	20.04	Unusable Excavation, (Addl as Directed)	70	CY	\$ 60.00	\$ 4,200.00	\$ 50.00	\$ 3,500.00	\$ 40.00	\$ 2,800.00	\$ 40.00	\$ 2,800.00	\$ 8.00	\$ 560.00	\$ 15.00	\$ 1,050.00	\$ 75.00	\$ 5,250.00	\$ 225.00	\$ 15,750.00	
A-2	20.05	Type II-A Classified Fill and Backfill, (Addl as Directed)	130	Ton	\$ 70.00	\$ 9,100.00	\$ 65.00	\$ 8,450.00	\$ 33.00	\$ 4,290.00	\$ 30.00	\$ 3,900.00	\$ 13.00	\$ 1,690.00	\$ 42.50	\$ 5,525.00	\$ 95.00	\$ 12,350.00	\$ 55.38	\$ 7,199.40	
A-3	30.02	P.C.C. Curb and Gutter, Type 1,3,4	834	LF	\$ 80.00	\$ 66,720.00	\$ 95.00	\$ 79,230.00	\$ 79.00	\$ 65,886.00	\$ 78.00	\$ 65,052.00	\$ 44.00	\$ 36,696.00	\$ 42.50	\$ 35,445.00	\$ 46.00	\$ 38,364.00	\$ 57.05	\$ 47,579.70	
A-4	30.03	P.C.C. Sidewalk 4" Thick	451	SY	\$ 140.00	\$ 63,140.00	\$ 155.00	\$ 69,905.00	\$ 160.00	\$ 72,160.00	\$ 134.00	\$ 60,434.00	\$ 71.00	\$ 32,021.00	\$ 73.00	\$ 32,923.00	\$ 110.00	\$ 49,610.00	\$ 61.00	\$ 27,511.00	
A-5	30.03	P.C.C. Sidewalk 6" Thick	199	SY	\$ 150.00	\$ 29,850.00	\$ 180.00	\$ 35,820.00	\$ 156.00	\$ 31,044.00	\$ 168.00	\$ 33,432.00	\$ 128.00	\$ 25,472.00	\$ 85.00	\$ 16,915.00	\$ 175.00	\$ 34,825.00	\$ 74.50	\$ 14,825.50	
A-6	30.04	P.C.C. Curb Ramp (With Detectable Warning Tile)	4	Each	\$ 4,000.00	\$ 16,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,800.00	\$ 15,200.00	\$ 4,900.00	\$ 19,600.00	\$ 2,950.00	\$ 11,800.00	\$ 2,300.00	\$ 9,200.00	\$ 3,950.00	\$ 15,800.00	\$ 4,500.00	\$ 18,000.00	
A-7	40.02	A.C. Pavement (Class E, 3" thickness)	97	SY	\$ 150.00	\$ 14,550.00	\$ 85.00	\$ 8,245.00	\$ 66.00	\$ 6,402.00	\$ 50.00	\$ 4,850.00	\$ 60.00	\$ 5,820.00	\$ 55.00	\$ 5,335.00	\$ 70.00	\$ 6,790.00	\$ 54.00	\$ 5,238.00	
A-8	70.04	Adjust Standard Catch Basin to Finish Grade	1	Each	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00	
A-9	70.12	Traffic Maintence	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 17,500.00	\$ 17,500.00	\$ 28,000.00	\$ 28,000.00	\$ 12,000.00	\$ 12,000.00	\$ 37,000.00	\$ 37,000.00	\$ 9,500.00	\$ 9,500.00	\$ 16,000.00	\$ 16,000.00	
A-10	70.12	Traffic Price Adjustment	0	CS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	
A-11	80.08	Adjust Existing Junction Box to Grade	2	Each	\$ 1,500.00	\$ 3,000.00	\$ -	\$ -	\$ 1,000.00	\$ 2,000.00	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 4,000.00	\$ 8,000.00	
Schedule A - Total					\$ 217,310.00	\$ 234,650.00	\$ 217,782.00	\$ 219,668.00	\$ 127,309.00	\$ 145,393.00	\$ 173,389.00	\$ 164,103.60									
As-submitted Total					\$ 217,310.00	\$ 235,650.00	\$ 217,782.00	\$ 219,668.00	\$ 127,309.00	\$ 145,393.00	\$ 173,389.00	\$ 169,342.20									

ADA Compliant Sidewalks-City of Palmer
Bid Tab

Item		Bid Quantity	Unit	Engineer's Estimate		Signature Land Services		JTA Construction, LLC		Tutka, LLC		Dirtworks, Inc.		Northstar Excavation and Asphalt,		Orion Construction, Inc.		Ficklin Construction, LLC		
Item No.	Spec. No. Description			Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price
B-1	20.04	Unusable Excavation, (Addl as Directed)	10	CY	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400.00	\$ 10.00	\$ 100.00	\$ 225.00	\$ 2,250.00	\$ 75.00	\$ 750.00	\$ 225.00	\$ 2,250.00
B-2	20.05	Type II-A Classified Fill and Backfill, (Addl as Directed)	10	Ton	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00	\$ 33.00	\$ 330.00	\$ 30.00	\$ 300.00	\$ 20.00	\$ 200.00	\$ 225.00	\$ 2,250.00	\$ 95.00	\$ 950.00	\$ 55.00	\$ 550.00
B-3	30.02	P.C.C. Curb and Gutter, Type 1,3,4	111	LF	\$ 80.00	\$ 8,880.00	\$ 95.00	\$ 10,545.00	\$ 79.00	\$ 8,769.00	\$ 97.00	\$ 10,767.00	\$ 44.00	\$ 4,884.00	\$ 42.50	\$ 4,717.50	\$ 46.00	\$ 5,106.00	\$ 70.00	\$ 7,770.00
B-4	30.03	P.C.C. Sidewalk 4" Thick	14	SY	\$ 140.00	\$ 1,960.00	\$ 150.00	\$ 2,100.00	\$ 160.00	\$ 2,240.00	\$ 255.00	\$ 3,570.00	\$ 155.00	\$ 2,170.00	\$ 73.50	\$ 1,029.00	\$ 110.00	\$ 1,540.00	\$ 200.00	\$ 2,800.00
B-5	30.03	P.C.C. Sidewalk 6" Thick	29	SY	\$ 150.00	\$ 4,350.00	\$ 180.00	\$ 5,220.00	\$ 156.00	\$ 4,524.00	\$ 215.00	\$ 6,235.00	\$ 165.00	\$ 4,785.00	\$ 85.00	\$ 2,465.00	\$ 175.00	\$ 5,075.00	\$ 200.00	\$ 5,800.00
B-6	30.04	P.C.C. Curb Ramp (With Detectable Warning Tile)	1	Each	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,800.00	\$ 3,800.00	\$ 4,900.00	\$ 4,900.00	\$ 3,200.00	\$ 3,200.00	\$ 2,800.00	\$ 2,800.00	\$ 3,950.00	\$ 3,950.00	\$ 4,500.00	\$ 4,500.00
B-7	40.02	A.C. Pavement (Class E, 3" thickness)	37	SY	\$ 150.00	\$ 5,550.00	\$ 85.00	\$ 3,145.00	\$ 66.00	\$ 2,442.00	\$ 50.00	\$ 1,850.00	\$ 47.00	\$ 1,739.00	\$ 75.00	\$ 2,775.00	\$ 70.00	\$ 2,590.00	\$ 54.00	\$ 1,998.00
B-8	70.04	Adjust Standard Catch Basin to Finish Grade	1	Each	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
B-9	70.12	Traffic Maintenance	1	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,600.00	\$ 3,600.00	\$ 5,300.00	\$ 5,300.00	\$ 4,400.00	\$ 4,400.00	\$ 28,000.00	\$ 28,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
B-10	70.12	Traffic Price Adjustment	1	CS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ 0.01	\$ 500.00	\$ 500.00	\$ 2,000.00	\$ 2,000.00
Schedule B - Total						\$ 27,290.00	\$ 31,110.00		\$ 26,605.00		\$ 34,222.00		\$ 22,078.00		\$ 47,286.51		\$ 22,961.00		\$ 39,168.00	
As-submitted Total						\$ 27,290.00	\$ 31,110.00		\$ 26,605.00		\$ 34,222.00		\$ 22,078.00		\$ 47,286.01		\$ 22,961.00		\$ 39,168.00	
Corrected Total*						\$ 27,290.00	\$ 31,110.00		\$ 26,605.00		\$ 34,222.00		\$ 22,078.00		\$ 47,286.50		\$ 22,461.00		\$ 37,168.00	

*Bid total corrected by deleting the bid price from Traffic Price Adjustment contingent sum item.

ADA Compliant Sidewalks-City of Palmer
Bid Tab

Item			Bid Quantity	Unit	Engineer's Estimate		Signature Land Services		JTA Construction, LLC		Tutka, LLC		Dirtworks, Inc.		Northstar Excavation and Asphalt, I		Orion Construction, Inc.		Ficklin Construction, LLC	
Item No.	Spec. No.	Description			Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price
C-1	20.04	Unusable Excavation, (Addl as Directed)	10	CY	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400.00	\$ 10.00	\$ 100.00	\$ 225.00	\$ 2,250.00	\$ 75.00	\$ 750.00	\$ 225.00	\$ 2,250.00
C-2	20.05	Type II-A Classified Fill and Backfill, (Addl as Directed)	10	Ton	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00	\$ 33.00	\$ 330.00	\$ 30.00	\$ 300.00	\$ 20.00	\$ 200.00	\$ 225.00	\$ 2,250.00	\$ 95.00	\$ 950.00	\$ 55.00	\$ 550.00
C-3	30.02	P.C.C. Curb and Gutter, Type 1,3,4	92	LF	\$ 80.00	\$ 7,360.00	\$ 95.00	\$ 8,740.00	\$ 79.00	\$ 7,268.00	\$ 97.00	\$ 8,924.00	\$ 56.00	\$ 5,152.00	\$ 42.50	\$ 3,910.00	\$ 46.00	\$ 4,232.00	\$ 70.00	\$ 6,440.00
C-4	30.03	P.C.C. Sidewalk 4" Thick	18	SY	\$ 140.00	\$ 2,520.00	\$ 150.00	\$ 2,700.00	\$ 160.00	\$ 2,880.00	\$ 255.00	\$ 4,590.00	\$ 200.00	\$ 3,600.00	\$ 73.50	\$ 1,323.00	\$ 110.00	\$ 1,980.00	\$ 200.00	\$ 3,600.00
C-5	30.04	P.C.C. Curb Ramp (With Detectable Warning Tile)	4	Each	\$ 4,000.00	\$ 16,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,800.00	\$ 15,200.00	\$ 4,900.00	\$ 19,600.00	\$ 2,950.00	\$ 11,800.00	\$ 2,300.00	\$ 9,200.00	\$ 3,950.00	\$ 15,800.00	\$ 4,500.00	\$ 18,000.00
C-6	70.12	Traffic Maintence	1	LS	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00	\$ 3,200.00	\$ 3,200.00	\$ 5,300.00	\$ 5,300.00	\$ 2,100.00	\$ 2,100.00	\$ 28,300.00	\$ 28,300.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
C-7	70.12	Traffic Price Adjustment	1	CS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ 0.01	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00
Schedule C - Total						\$ 27,680.00		\$ 30,540.00		\$ 29,278.00		\$ 39,114.00		\$ 22,952.00		\$ 47,233.01		\$ 25,962.00		\$ 40,340.00
As-submitted Total						\$ 27,680.00		\$ 30,540.00		\$ 29,278.00		\$ 39,114.00		\$ 22,952.00		\$ 47,233.01		\$ 25,962.00		\$ 40,340.00
Corrected Total*						\$ 27,680.00		\$ 30,540.00		\$ 29,278.00		\$ 39,114.00		\$ 22,952.00		\$ 47,233.00		\$ 25,712.00		\$ 38,340.00

*Bid total corrected by deleting the bid price from Traffic Price Adjustment contingent sum item.

ADA Compliant Sidewalks-City of Palmer
Bid Tab

Item			Bid Quantity	Unit	Engineer's Estimate		Signature Land Services		JTA Construction, LLC		Tutka, LLC		Dirtworks, Inc.		Northstar Excavation and Asphalt, I		Orion Construction, Inc.		Ficklin Construction, LLC	
Item No.	Spec. No.	Description			Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price
D-1	20.04	Unusable Excavation, (Addl as Directed)	10	CY	\$ 60.00	\$ 600.00	\$ 50.00	\$ 500.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400.00	\$ 10.00	\$ 100.00	\$ 225.00	\$ 2,250.00	\$ 75.00	\$ 750.00	\$ 225.00	\$ 2,250.00
D-2	20.05	Type II-A Classified Fill and Backfill, (Addl as Directed)	10	Ton	\$ 70.00	\$ 700.00	\$ 60.00	\$ 600.00	\$ 33.00	\$ 330.00	\$ 30.00	\$ 300.00	\$ 20.00	\$ 200.00	\$ 225.00	\$ 2,250.00	\$ 95.00	\$ 950.00	\$ 55.00	\$ 550.00
D-3	30.02	P.C.C. Curb and Gutter, Type 1,3,4	92	LF	\$ 80.00	\$ 7,360.00	\$ 95.00	\$ 8,740.00	\$ 79.00	\$ 7,268.00	\$ 97.00	\$ 8,924.00	\$ 56.00	\$ 5,152.00	\$ 42.50	\$ 3,910.00	\$ 46.00	\$ 4,232.00	\$ 70.00	\$ 6,440.00
D-4	30.03	P.C.C. Sidewalk 4" Thick	18	SY	\$ 140.00	\$ 2,520.00	\$ 150.00	\$ 2,700.00	\$ 160.00	\$ 2,880.00	\$ 255.00	\$ 4,590.00	\$ 160.00	\$ 2,880.00	\$ 73.50	\$ 1,323.00	\$ 110.00	\$ 1,980.00	\$ 200.00	\$ 3,600.00
D-5	30.04	P.C.C. Curb Ramp (With Detectable Warning Tile)	4	Each	\$ 4,000.00	\$ 16,000.00	\$ 3,500.00	\$ 14,000.00	\$ 3,800.00	\$ 15,200.00	\$ 4,900.00	\$ 19,600.00	\$ 2,950.00	\$ 11,800.00	\$ 2,400.00	\$ 9,600.00	\$ 3,950.00	\$ 15,800.00	\$ 4,500.00	\$ 18,000.00
D-6	70.12	Traffic Maintenance	1	LS	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 5,300.00	\$ 5,300.00	\$ 300.00	\$ 300.00	\$ 22,900.00	\$ 22,900.00	\$ 1,500.00	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00
D-7	70.12	Traffic Price Adjustment	1	CS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ 0.01	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00
Schedule D - Total						\$ 27,680.00		\$ 29,540.00		\$ 29,278.00		\$ 39,114.00		\$ 20,432.00		\$ 42,233.01		\$ 25,462.00		\$ 40,340.00
As-submitted Total						\$ 27,680.00		\$ 29,540.00		\$ 29,278.00		\$ 39,114.00		\$ 20,432.00		\$ 42,233.01		\$ 25,462.00		\$ 40,340.00
Corrected Total*						\$ 27,680.00		\$ 29,540.00		\$ 29,278.00		\$ 39,114.00		\$ 20,432.00		\$ 42,233.00		\$ 25,212.00		\$ 38,340.00

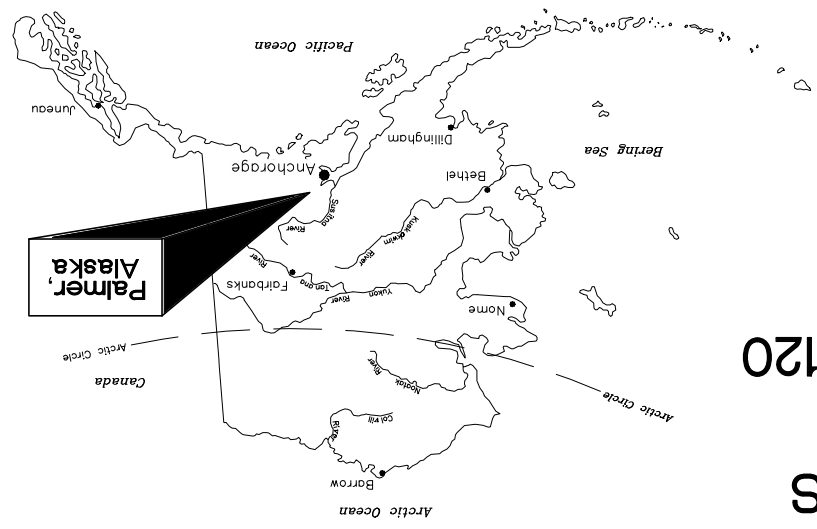
*Bid total corrected by deleting the bid price from Traffic Price Adjustment contingent sum item.



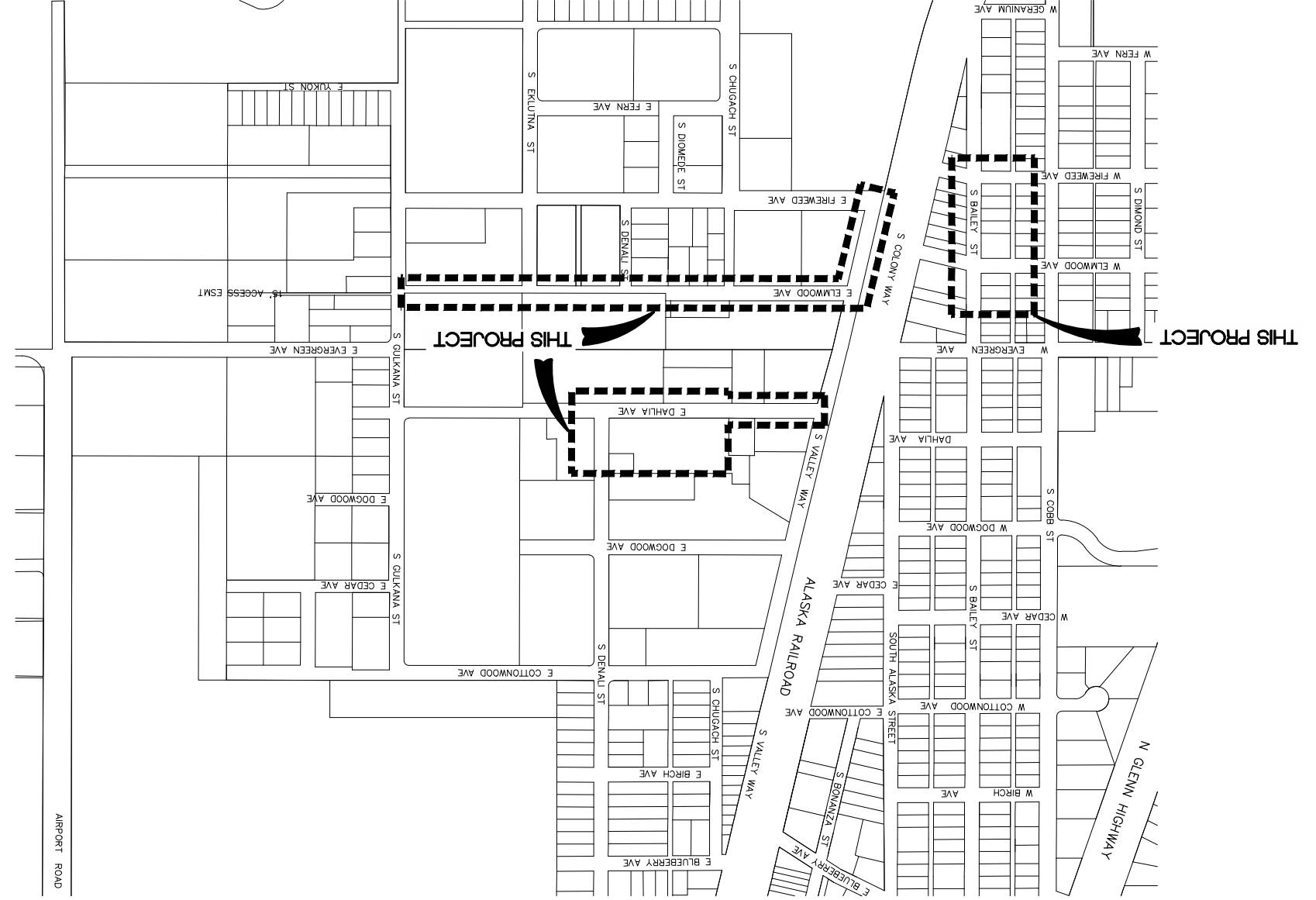
CITY OF PALMER
 PUBLIC WORKS DEPARTMENT
 231 W. Evergreen Avenue
 Palmer, Alaska 99645
 (907) 745-3271

ADA COMPLIANT SIDEWALKS
CITY OF PALMER
FEDERAL #TA18006/HFHWW00120

LOCATION MAP



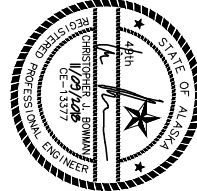
VICINITY MAP



SHEET INDEX

- G1.01 COVER
- G1.02 PROJECT NOTES, ABBREVIATIONS AND LEGEND
- C1.01 PROJECT LAYOUT PLAN - BAILEY & FIREWEED
- C1.02 PROJECT LAYOUT PLAN - ELMWOOD
- C1.03 PROJECT LAYOUT PLAN - DAHLIA
- C2.01 TYPICAL WORK ITEMS
- C2.02 CURB RAMP DETAILS - PARALLEL AND MID-BLOCK
- C2.03 CURB RAMP DETAILS - PERPENDICULAR AND UNIDIRECTIONAL
- C2.04 SIDEWALK AND DRIVEWAY DETAILS

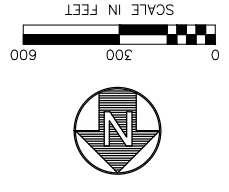
REVISIONS	DATE	DESCRIPTION
1		
2		
3		
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5		



HDL ENGINEERING CONSULTANTS LTD
 civil - geotechnical - surveying - environmental - material testing
 ANCHORAGE 907.564.2120
 MAT-SU 907.746.5230
 KENAI 907.283.2051
 3335 Arctic Boulevard, Suite 100 Anchorage, AK 99503
 AECL861 www.HDLalaska.com

COVER
 ADA COMPLIANT SIDEWALKS--CITY OF PALMER
 FEDERAL #TA18006/HFHWW00120
 CITY OF PALMER
 PALMER, ALASKA

SHEET G1.01
 CHECKED BY: CJB
 DATE: NOV 2018
 SCALE: AS NOTED
 JOB NUMBER: 17-032



DRAWING LOCATION: H:\Jobs\17-032 Palmer\2018 ADA Sidewalk\mp (COP)\CAD\Drawings\17032_01_G102.dwg
 DATE TIME: 11/8/2018 11:07 AM
 LAYOUT: G1.02
 T:\01\GHT

PROJECT NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF PALMER STANDARD SPECIFICATIONS (CPSS), DATED 2018, AND THE AMERICANS WITH DISABILITIES ACT.
- THE LOCATION OF EXISTING FEATURES, SERVICE LINES, UTILITIES, ETC. ARE NOT SHOWN IN THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FIELD VERIFICATION OF ALL BURIED AND OVERHEAD UTILITIES FROM THE APPROPRIATE UTILITY COMPANIES OR AUTHORITIES. THE CONTRACTOR SHALL CONTACT THE LOCATE CALL CENTER OF ALASKA, AS WELL AS ANY NON-PARTICIPATING UTILITIES, TO FIELD LOCATE ALL UTILITIES PRIOR TO DIGGING. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO DIGGING, OTHERWISE CONTRACTOR IS RESPONSIBLE FOR ALL ADDITIONAL COSTS ASSOCIATED WITH WORKING AROUND UTILITIES DIFFERENT THAN WHAT IS SHOWN ON THESE PLANS.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS, AND LAYOUT PRIOR TO PROCEEDING WITH THE WORK. ANY DISCREPANCY IN THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- CONTRACTOR SHALL PROVIDE ALL PERMITS WHICH ARE NOT SPECIFICALLY INDICATED AS PROVIDED BY THE OWNER IN THE SPECIAL PROVISIONS.
- CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE IBC, OSHA AND ALL OTHER FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS PERTAINING TO THIS PROJECT. ANY WORK PERFORMED BY THE CONTRACTOR CONTRARY TO SUCH LAWS OR REGULATIONS SHALL BE AT THE CONTRACTOR'S SOLE RISK AND EXPENSE.
- UNLESS NOTED OTHERWISE ALL VALVE BOXES, CATCH BASINS AND MANHOLES WITHIN THE CONSTRUCTION AREA SHALL BE ADJUSTED TO FINISHED GRADE.
- THE CONTRACTOR SHALL ESTABLISH, PROVIDE AND MAINTAIN AN EFFECTIVE QUALITY CONTROL PROGRAM IN ACCORDANCE WITH CPSS SECTION 10.05, ARTICLE 5.8 TESTING OF MATERIALS AS MODIFIED BY THE SPECIAL PROVISIONS. QUALITY CONTROL SHALL BE INCIDENTAL. THE OWNER MAY AT ITS OPTION, PROVIDE ADDITIONAL TESTING FOR QUALITY ASSURANCE. HOWEVER, SUCH TESTING SHALL NOT REDUCE THE CONTRACTOR'S QUALITY CONTROL REQUIREMENT. (SEE SPECIAL PROVISIONS FOR MINIMUM FIELD AND LABORATORY TESTING REQUIREMENTS)
- REPAIR OF DAMAGE TO EXISTING PAVEMENT, SIDEWALKS, CURB & GUTTER, LANDSCAPING, FENCES, PARKING LOTS, AND OTHER IMPROVEMENTS CAUSED BY CONTRACTOR'S ACTIVITIES BEYOND THE AREAS SHOWN ON DRAWINGS SHALL BE AT NO COST TO OWNER AND SHALL NOT BE MEASURED FOR PAYMENT.
- SEE SPECIAL PROVISION SECTION 10.04, ARTICLE 4.8 FOR A LIST OF INCIDENTAL ITEMS FOR WHICH NO SEPARATE PAYMENT SHALL BE MADE.
- HAUL ROUTES FOR REMOVAL AND DELIVERY OF MATERIALS SHALL UTILIZE EXISTING ROADWAYS (NOT ALLEYS). MUD AND DEBRIS TRACKED ONTO ROADWAYS SHALL BE PROMPTLY REMOVED. TRAFFIC LAWS ARE TO BE OBEYED AT ALL TIMES.
- CONTRACTOR SHALL PROTECT ALL MONUMENTS AND PROPERTY CORNERS. DAMAGED/MOVED MONUMENTS AND CORNERS, WHETHER OR NOT THEY ARE SHOWN ON THE DRAWINGS, SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER IN ACCORDANCE WITH CPSS SECTION 65.02.
- CONTRACTOR SHALL ESTABLISH, PROVIDE AND MAINTAIN AN EFFECTIVE STORM WATER POLLUTION PREVENTION PROGRAM AND DUST CONTROL PROGRAM.
- CONSTRUCTION SHALL REMAIN WITHIN EXISTING CITY OF PALMER RIGHT-OF-WAY.

SCHEDULES OF WORK

SCHEDULE	DESCRIPTION
A	BASE BID - SIDEWALK IMPROVEMENTS BAILEY, FIREWEED, & ELMWOOD
B	ADD ALT 1 - SIDEWALK IMPROVEMENTS S. VALLEY WAY
C	ADD ALT 2 - SIDEWALK IMPROVEMENTS DAHLIA/DENALI
D	ADD ALT 3 - SIDEWALK IMPROVEMENTS DAHLIA/VALLEY

ABBREVIATIONS

AC	ASPHALT CONCRETE
CL	CENTERLINE
CG, C&G	CURB & GUTTER
CPSS	CITY OF PALMER STANDARD SPECIFICATIONS
CY	CUBIC YARDS
DEMO	DEMOLISH
E	EAST, EASTING
EA	EACH
EL, ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EOP	EDGE OF PAVEMENT, END OF PROJECT
EXIST	EXISTING
FG	FINISH GRADE
FT	FEET
HORZ	HORIZONTAL
IN	INCH
LIP	LIP OF CURB
LT	LEFT
LF	LINEAR FEET
MAX	MAXIMUM
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH OR NORTHING
NE	NORTHEAST
NFS	NON FROST SUSCEPTIBLE
NO.	NUMBER
NTS	NOT TO SCALE
PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVE OR PORTLAND CEMENT CONCRETE
PT	POINT OF TANGENT
PVMT	PAVEMENT
R, RAD	RADIUS
REQ'D	REQUIRED
ROW	RIGHT-OF-WAY
RP	RADIUS POINT
R&R	REMOVE AND REPLACE
RT	RIGHT
S	SOUTH
SF	SQUARE FOOT
SPEC	CPSS SECTION
SW	SOUTHWEST
SY	SQUARE YARDS
TBC	TOP BACK OF CURB
TCP	TRAFFIC CONTROL PLAN
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
W	WEST
W/	WITH

LEGEND (UNLESS NOTED OTHERWISE)

Ⓝ ITEM REFERENCE NUMBER

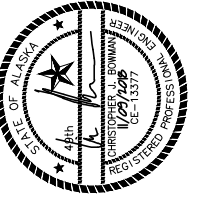
CONSTRUCTION SEQUENCING NOTES

- SEQUENCE CONSTRUCTION TO MINIMIZE INCONVENIENCE TO ADJACENT PROPERTIES, BUSINESSES, PEDESTRIANS, AND VEHICLE TRAFFIC.
- SUBMIT CONSTRUCTION PROGRESS SCHEDULE IN ACCORDANCE WITH SECTION 10.05.
- SEE SECTION 10.05, ARTICLE 5.24 REGARDING SUSPENSION OF WORK REQUIREMENTS, INCLUDING WINTER SHUTDOWN.

TRAFFIC CONTROL RESTRICTIONS

- SUBMIT TRAFFIC CONTROL PLAN (TCP) IN ACCORDANCE WITH SECTION 10.04, ARTICLE 4.13 AND THE REQUIREMENTS HERE. OBTAIN A CITY OF PALMER ROAD CLOSURE PERMIT PRIOR TO ANY WORK IN THE RIGHT OF WAY.
- MAINTAIN VEHICULAR AND PEDESTRIAN ACCESS TO EACH ADJACENT RESIDENCE OR BUSINESS AT ALL TIMES. IN NO CASE MAY ALL ENTRANCES OR DRIVEWAYS TO A BUSINESS BE BLOCKED, CLOSED, OR OTHERWISE MADE UNUSABLE BY VEHICLE AND PEDESTRIAN TRAFFIC WITHOUT PROVIDING APPROVED ALTERNATE ACCESS. ALL COSTS TO PROVIDE TEMPORARY ACCESS SHALL BE INCIDENTAL TO TRAFFIC MAINTENANCE.
- ACCESS FOR EMERGENCY VEHICLES AND PERSONS WITH SPECIAL NEEDS SHALL BE PROVIDED AT ALL TIMES.
- ALLEYS SHALL NOT BE USED FOR THROUGH TRAFFIC DETOUR ROUTES, BUT MAY BE USED FOR ALTERNATE DRIVEWAY ACCESS.
- NO SINGLE SECTION OF SIDEWALK MAY BE UNUSABLE FOR MORE THAN SEVEN (7) CONTINUOUS DAYS.
- AT LEAST ONE DRIVEWAY ACCESS SHALL BE AVAILABLE TO EACH ADJACENT PROPERTY AT ALL TIMES. PROVIDE SIGNAGE TO REDIRECT TRAFFIC TO ALTERNATE ACCESS POINTS.
- FAILURE TO COMPLY WITH TRAFFIC CONTROL RESTRICTIONS WILL RESULT IN \$500 PER DAY LIQUIDATED DAMAGES. SEE SECTION 70.12

REVISIONS	MARK	DATE	DESCRIPTION
	1		
	2		
	3		
	4		
	5		



HDL ENGINEERING Consultants LLC
 civil - geotechnical - surveying - environmental - material testing
 ANCHORAGE 907.564.2120
 MAT-SU 907.746.5230
 KENAI 907.283.2051
 CE-13377
 REG 151280
 3335 Arctic Boulevard, Suite 100 Anchorage, AK 99503
 www.HDLalaska.com
 AECL881

ADA COMPLIANT SIDEWALKS-CITY OF PALMER
 FEDERAL #TA18006/HFH00120
CITY OF PALMER
 PALMER, ALASKA

SHEET TITLE	
PROJECT NOTES, ABBREVIATIONS, AND LEGEND	
SHEET	
G1.02	
DRAWN BY:	CHECKED BY:
TCV	CJB
DATE:	SCALE:
NOV 2018	NONE
JOB NUMBER:	
17-032	

CALL BEFORE YOU DIG!
 THE CONTRACTOR SHALL NOTIFY ALL AREA UTILITY COMPANIES PRIOR TO COMMENCEMENT OF EXCAVATION
 LOCATE CALL CENTER OF ALASKA 1-800-478-3121
 CITY OF PALMER PUBLIC WORKS 745-3709
 ADOT&PF - PALMER 745-2159

DRAWING LOCATION: H:\Jobs\17-032 Palmer-2018 ADA Sidewalk- Imp (COP)\CAD\Drawings\17032_01_C1.01.dwg T:\01\GHT

DATE TIME: 11/7/2018 4:05 PM

LAYOUT: C1.01



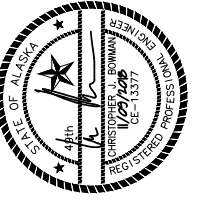
BASE BID

NOTES

1. WORK ITEM LOCATIONS ARE APPROXIMATE. COORDINATE FINAL LOCATIONS, DIMENSIONS, AND LAYOUT WITH OWNER AND ENGINEER IN THE FIELD.
2. SEE SHEET C2.01 FOR WORK ITEM LIMITS AND DESCRIPTIONS.

REF. NUMBER	ESTIMATED QUANTITY (SPEC. NO.)						DESCRIPTION
	30.02	30.03, 4-INCH	30.03, 6-INCH	30.04	70.04	80.08	
	LF	SY	SY	EACH	EACH	EACH	
10	36	0	16	0	0	0	DRIVEWAY
11	12	7.1	0	0	0	1	SIDEWALK
12	36	0	16	0	0	0	DRIVEWAY
13	23	18.7	0	1	0	1	PERPENDICULAR CURB RAMP
14	23	0	0	1	0	0	PARALLEL CURB RAMP
15	36	16.7	16	0	0	0	DRIVEWAY
236	23	5.3	0	1	0	0	PARALLEL CURB RAMP
301	57	5.3	20	0	0	0	DRIVEWAY
302	53	0	23.6	0	0	0	DRIVEWAY
303	31	0	13.8	0	0	0	DRIVEWAY
304	54	25.8	0	0	0	0	SIDEWALK
305	26	11.6	0	0	0	0	SIDEWALK

REVISIONS	MARK	DATE	DESCRIPTION
1			
2			
3			
4			
5			



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 ANCHORAGE MAT-SU KENAI
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ADA COMPLIANT SIDEWALKS—CITY OF PALMER
 FEDERAL #TA18006/HFH00120
CITY OF PALMER
 PALMER, ALASKA

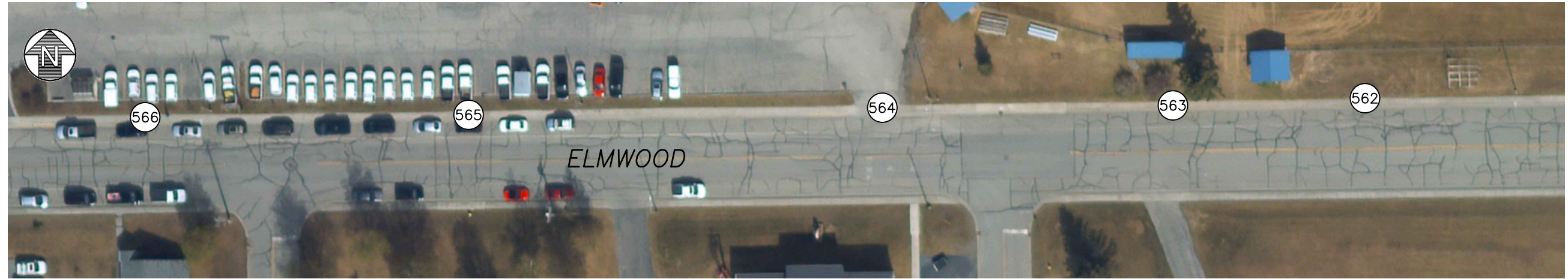
SHEET TITLE: PROJECT LAYOUT PLAN BAILEY & FIREWEED
 SHEET: C1.01
 DRAWN BY: TCV CHECKED BY: CJB
 DATE: NOV 2018 SCALE: 1" = 30'
 JOB NUMBER: 17-032

LAYOUT
C102
DATE TIME
11/7/2018 4:05 PM

DRAWING LOCATION
H:\Jobs\17-032 Palmer\2018 ADA Sidewalk Imp (COP)\CAD\Drawings\17032_01_C101.dwg TV01.GHT



BASE BID



BASE BID



BASE BID

REF. NUMBER	ESTIMATED QUANTITY (SPEC. NO.)						DESCRIPTION
	30.02	30.03, 4-INCH	30.03, 6-INCH	30.04	70.04	80.08	
	LF	SY	SY	EACH	EACH	EACH	
559	0	26.7	0	0	0	0	SIDEWALK
560	30	13.3	0	0	0	0	SIDEWALK
562	0	155.6	0	0	0	0	REPLACE SIDEWALK TO 560
563	0	88.9	0	0	0	0	REPLACE SIDEWALK TO 564
564	36	0	16	0	0	0	DRIVEWAY
565	6	2.7	0	0	0	0	SIDEWALK
566	45	20	0	0	0	0	SIDEWALK
567	46	0	20.4	0	0	0	DRIVEWAY
568	36	0	16	0	0	0	DRIVEWAY
569	65	28.9	0	0	0	0	SIDEWALK
570	45	20	0	0	0	0	SIDEWALK
571	28	0	12.4	0	1	0	DRIVEWAY
572	32	0	14.2	0	0	0	DRIVEWAY
573	32	0	14.2	0	0	0	DRIVEWAY
574	23	4.4	0	1	0	0	PARALLEL CURB RAMP

NOTES

1. WORK ITEM LOCATIONS ARE APPROXIMATE. COORDINATE FINAL LOCATIONS, DIMENSIONS, AND LAYOUT WITH OWNER AND ENGINEER IN THE FIELD.
2. SEE SHEET C2.01 FOR WORK ITEM LIMITS AND DESCRIPTIONS.

REVISIONS	MARK	DATE	DESCRIPTION
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SHEET TITLE
 PROJECT LAYOUT
 PLAN
 ELMWOOD

SHEET
C1.02

DRAWN BY: TCV CHECKED BY: CJB
 DATE: NOV 2018 SCALE: 1" = 30'
 JOB NUMBER: 17-032

LAYOUT
C103
DATE TIME
11/7/2018 4:05 PM

DRAWING LOCATION
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TWOIGHT



ADD ALT #1

NOTES

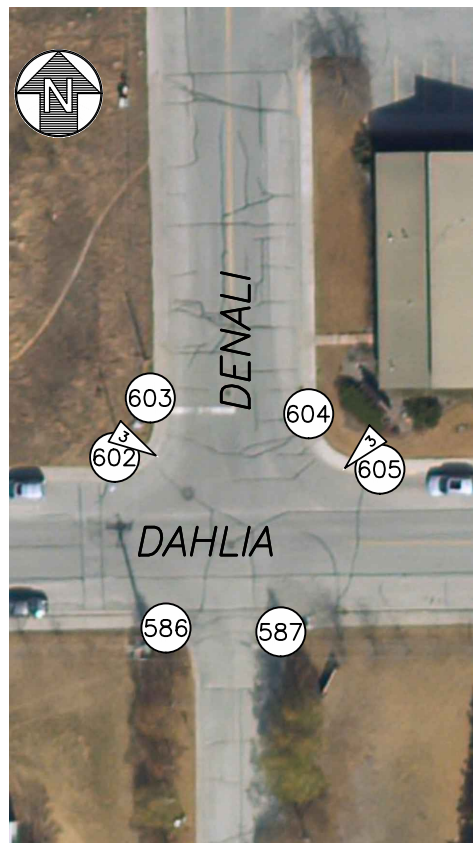
1. WORK ITEM LOCATIONS ARE APPROXIMATE. COORDINATE FINAL LOCATIONS, DIMENSIONS, AND LAYOUT WITH OWNER AND ENGINEER IN THE FIELD.
2. SEE SHEET C2.01 FOR WORK ITEM LIMITS AND DESCRIPTIONS.
3. REMOVE TWO (2) EXISTING RAMPS. REPLACE W/ ONE (1) PARALLEL CURB RAMP CENTERED ON RADIUS.

REF. NUMBER	ESTIMATED QUANTITY (SPEC. NO.)						DESCRIPTION
	30.02	30.03, 4-INCH	30.03, 6-INCH	30.04	70.04	80.08	
	LF	SY	SY	EACH	EACH	EACH	
539	36	0	16	0	0	0	DRIVEWAY
540	22	9.8	0	0	1	0	SIDEWALK
541	23	4.4	0	1	0	0	PARALLEL CURB RAMP
542	30	0	13.3	0	0	0	DRIVEWAY
575	23	4.4	0	1	0	0	PARALLEL CURB RAMP
581	23	4.4	0	1	0	0	PARALLEL CURB RAMP
582	23	4.4	0	1	0	0	PARALLEL CURB RAMP
586	23	4.4	0	1	0	0	PARALLEL CURB RAMP
587	23	4.4	0	1	0	0	PARALLEL CURB RAMP
594	23	4.4	0	1	0	0	PARALLEL CURB RAMP
602	-	-	-	-	-	-	SEE NOTE 3
603	23	4.4	0	1	0	0	SEE NOTE 3
604	-	-	-	-	-	-	SEE NOTE 3
605	23	4.4	0	1	0	0	SEE NOTE 3

REVISIONS	MARK	DATE	DESCRIPTION
1			
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ADD ALT #2



ADD ALT #3

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CITY OF PALMER
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SHEET TITLE
 PROJECT LAYOUT
 PLAN
 DAHLIA

SHEET
C1.03

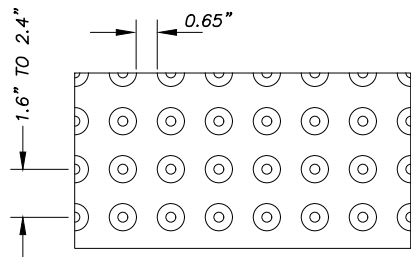
DRAWN BY: TCV CHECKED BY: CJB
 DATE: NOV 2018 SCALE: 1" = 30'
 JOB NUMBER: 17-032

WORK ITEM NOTES

- A. SEE DETAIL 2/C2.01 FOR DEPICTION OF WORK ITEMS.
- B. WORK ITEM LOCATIONS, LIMITS, AND LAYOUT SHALL BE COORDINATED IN THE FIELD WITH OWNER AND ENGINEER. PROVIDE KNOWLEDGEABLE AND SKILLED PERSONNEL AND COOPERATE TO DETERMINE AND MARK FINAL DIMENSIONS AND ELEVATIONS.
- C. DEMOLITION, SAW CUTTING, AND DISPOSAL ARE INCIDENTAL TO THE PAY ITEMS.
- D. EXCAVATION AND GRADING TO SHAPE AND PREPARE THE GRADE FOR NEW CONCRETE, PAVEMENT, OR TOPSOIL INCLUDING HAULING, DISPOSAL, AND IMPORTED MATERIALS IS INCIDENTAL TO THE PAY ITEMS, UNLESS NOTED OTHERWISE.
- E. TOPSOIL AND SEEDING OF DISTURBED AREAS THAT DO NOT RECEIVE CONCRETE OR PAVEMENT IS INCIDENTAL TO THE PAY ITEMS.
- F. OWNER/ENGINEER MAY DIRECT CONTRACTOR TO EXCAVATE CONCRETE OR PAVEMENT SUBGRADE AND BACKFILL WITH CLASSIFIED MATERIAL. PAYMENT SHALL BE BY "ADDITIONAL AS DIRECTED" PAY ITEMS.
- G. OWNER/ENGINEER MAY DIRECT CONTRACTOR TO REMOVE AND REPLACE PAVEMENT BEYOND THE LIMITS INCLUDED IN THE CONCRETE PAY ITEMS. PAYMENT SHALL BE BY "ADDITIONAL AS DIRECTED" PAY ITEMS.
- H. AC PAVEMENT PAY ITEM INCLUDES SAWCUTTING, REMOVAL AND DISPOSAL OF EXISTING PAVEMENT, 4" LEVELING COURSE, COMPACTION, 3" A.C. PAVEMENT AND RELATED WORK PER THE SPECIFICATIONS.
- I. CONCRETE PAY ITEMS INCLUDE SAWCUTTING, REMOVAL AND DISPOSAL OF EXISTING CONCRETE, PREPARATION FOR NEW CONCRETE, LEVELING COURSE, NEW CONCRETE AND RELATED WORK PER THE SPECIFICATIONS.

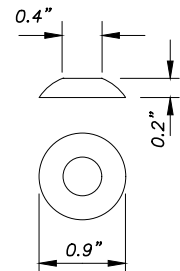
CURB RAMP NOTES

- 1. CONSTRUCT RAMP RUNS AND LANDINGS OF CONCRETE, REGARDLESS OF WHETHER THE SIDEWALK IS ASPHALT OR CONCRETE.
- 2. CONCRETE SHALL RECEIVE A COARSE BROOMED FINISH PERPENDICULAR TO THE DIRECTION OF TRAVEL.
- 3. RAMP SLOPE IN THE DIRECTION OF TRAVEL SHALL HAVE A MINIMUM SLOPE OF 2.0% (50:1), AND SHALL HAVE A MAXIMUM SLOPE OF 8.33% (12:1), OR A MAXIMUM LENGTH OF 8'.
- 4. CONSTRUCT THE RAMP WITH NO MANHOLES, UTILITY JUNCTION BOXES OR OTHER OBSTRUCTIONS IN THE RAMP.
- 5. LANDINGS SHALL HAVE A MAXIMUM SLOPE OF 2% (50:1) IN ALL DIRECTIONS.
- 6. THE 12:1 AND 50:1 SLOPES SHOWN ARE THE STEEPEST SLOPES ALLOWED BY LAW (EXCEPT AS PROVIDED UNDER NOTE 3).
- 7. INSTALL 24" WIDE STRIPS OF SAFETY YELLOW CAST-IN-PLACE COMPOSITE DETECTABLE WARNING TILES WITH TRUNCATED DOME DETECTABLE WARNING TEXTURE ON THE STREET SIDE EDGE OF LOWER LANDINGS AS SHOWN. DOMES SHALL BE IN A SQUARE PATTERN. ALIGN TRUNCATED DOME PATTERN IN THE PREDOMINANT DIRECTION OF WHEELCHAIR TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN THE DOMES.
- 8. CONSTRUCT NEW SIDEWALK OR PATHWAY TO MATCH EXISTING WIDTH. MINIMUM WIDTH IS 3 FEET. TRANSITION TO AND MATCH CURB RAMP AS SHOWN ON PLANS AND THESE DETAILS.
- 9. ADJUST RAMP LOCATIONS TO ENSURE A MINIMUM 3-FOOT CLEARANCE AROUND OBSTRUCTIONS.
- 10. TRIM OUTSIDE EDGES AND JOINTS OF RAMPS AND FLARES WITH 1/4-INCH RADIUS EDGING TOOL.
- 11. GRADE ALL SURFACES TO PROVIDE POSITIVE DRAINAGE IN AND AROUND RAMPS.
- 12. MINIMUM FLOW LINE SLOPE IN CURB RETURN IS 0.5% OR EXISTING SLOPE, WHICHEVER IS LESS.
- 13. CONTRACTOR SHALL MAINTAIN, ON SITE, AN ELECTRONIC LEVEL AND RULER. CONTRACTOR SHALL, WHEN REQUESTED, DEMONSTRATE TO THE ENGINEER THAT APPLICABLE SLOPES AND CLEARANCES ARE MAINTAINED.
- 14. CONTRACTOR SHALL NOT ORDER CONCRETE TRUCKS BEFORE OBTAINING VERIFICATION OF CURB RAMP LAYOUT FROM ENGINEER.
- 15. P.C.C. CURB RAMPS WHICH JOIN EXISTING P.C.C. SIDEWALKS SHALL HAVE TWO (2) #5x1' REBAR KEYED 6" INTO THE EXISTING P.C.C. SIDEWALK FOR EACH SIDE OF THE CURB RAMP 2-3 INCHES FROM THE MATCHING CORNER POINTS/COLD JOINTS.



TEXTURE PATTERN DETAIL

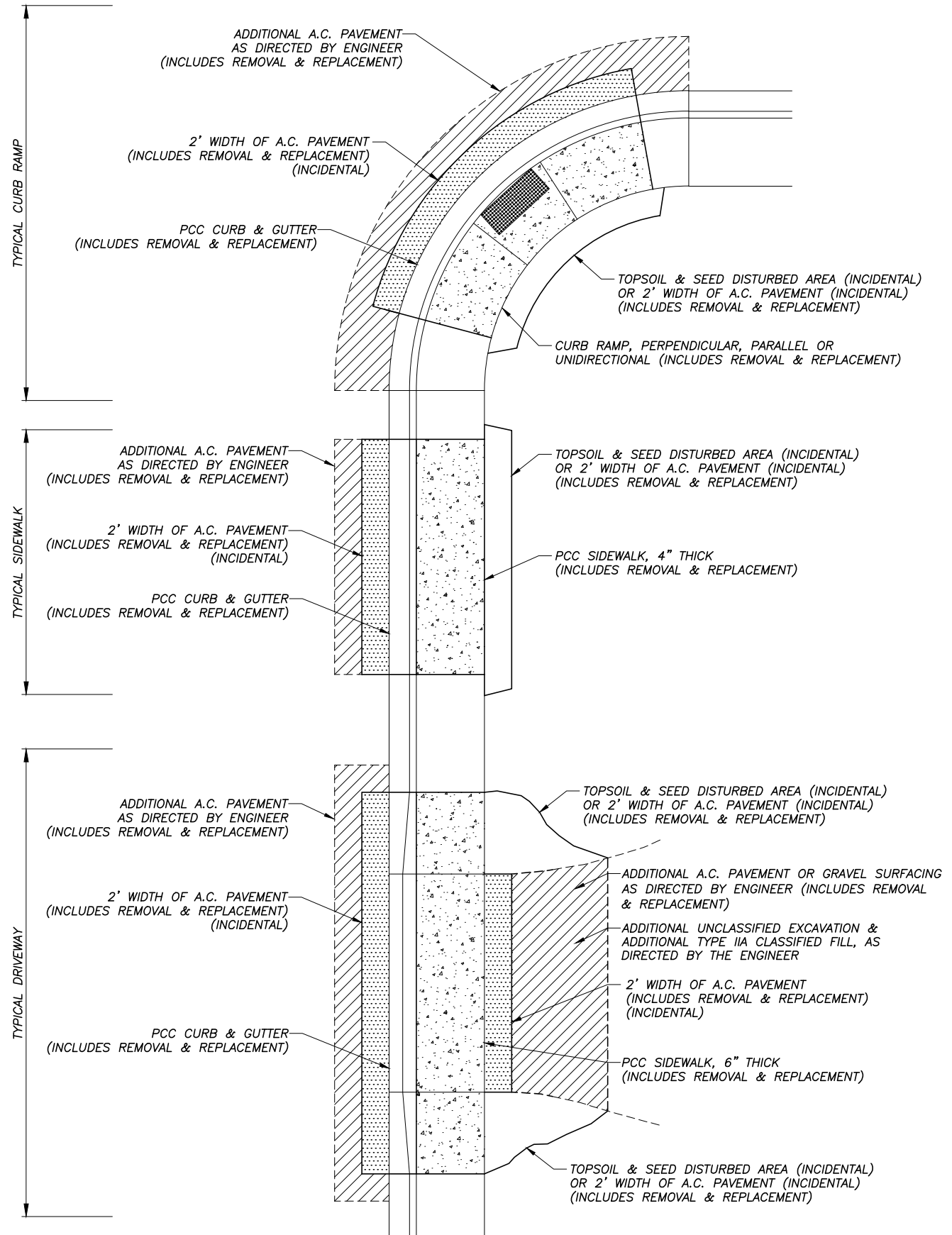
N.T.S.



TRUNCATED DOME DETAIL

N.T.S.

1 DETECTABLE WARNING DETAIL
C2.01 SCALE: NONE

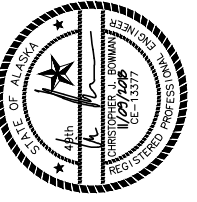


2 TYPICAL WORK ITEMS
C2.01 SCALE: NONE

LAYOUT C201
DATE TIME 11/8/2018 11:09 AM

DRAWING LOCATION H:\Jobs\17-032 Palmer\2018 ADA Sidewalk\mp (COP)\CAD\Drawings\17032_01_C201.dwg T:\01\GHT

REVISIONS	MARK	DATE	DESCRIPTION
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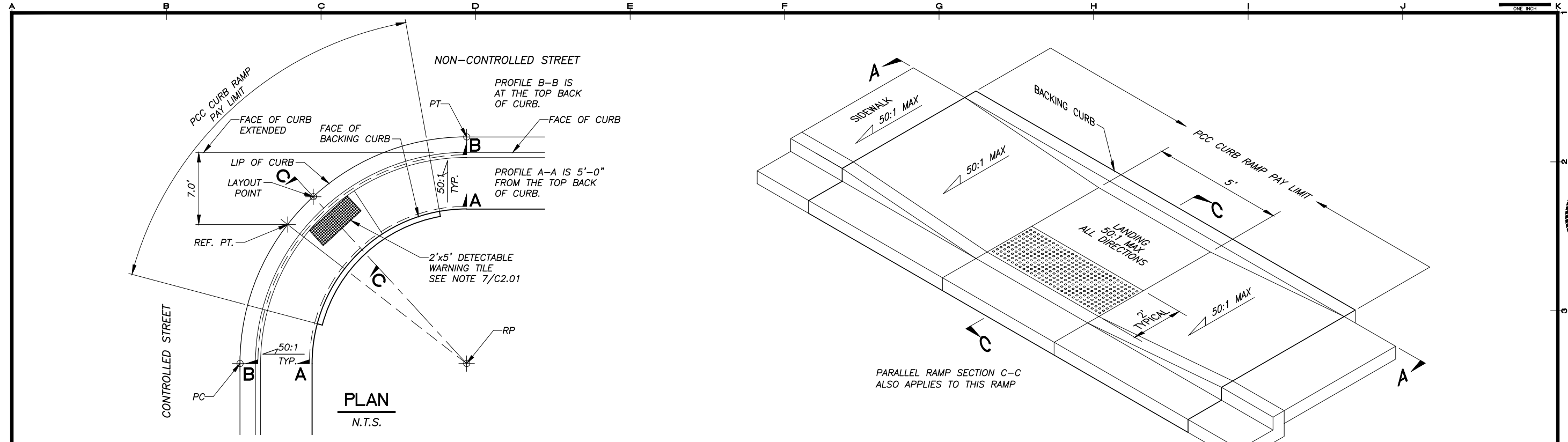
ADA COMPLIANT SIDEWALKS—CITY OF PALMER
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CITY OF PALMER
 PALMER, ALASKA

SHEET TITLE TYPICAL WORK ITEMS	
SHEET C2.01	
DRAWN BY TCV	CHECKED BY CJB
DATE NOV 2018	SCALE NONE
JOB NUMBER 17-032	

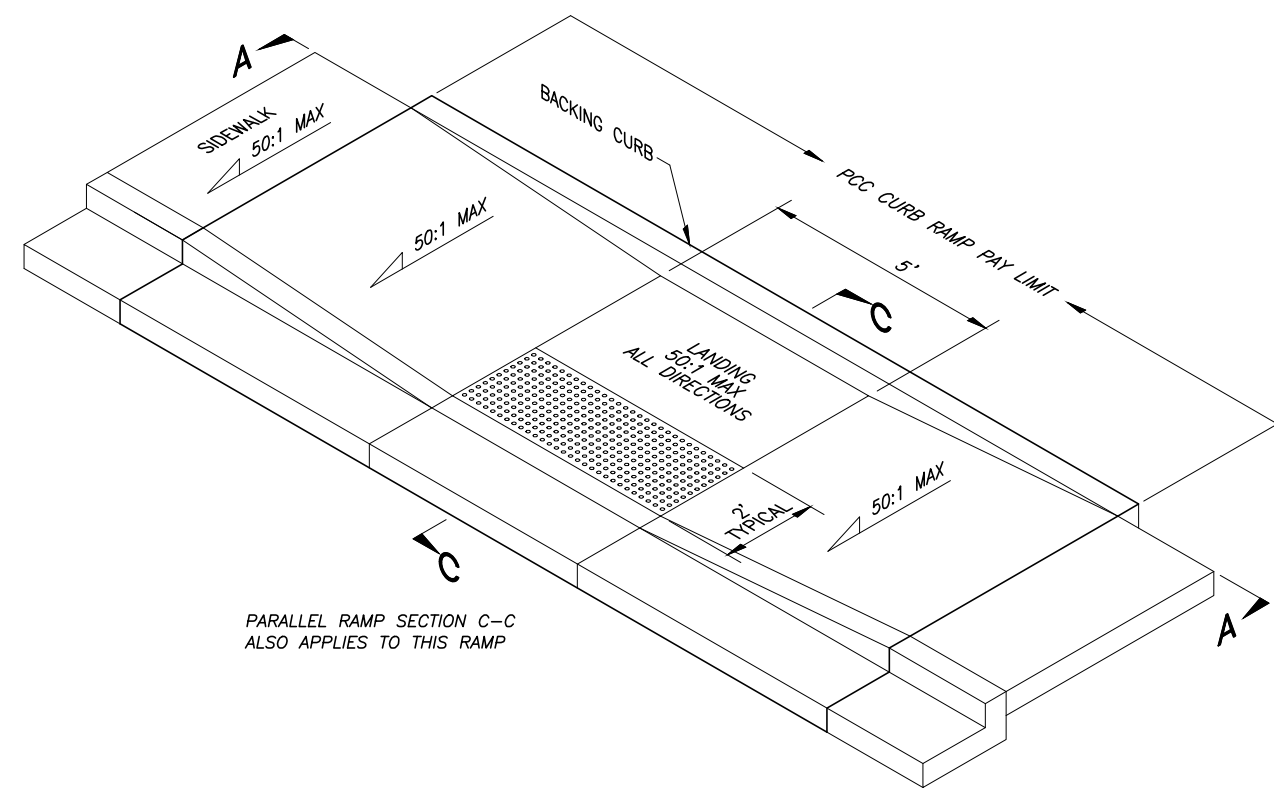
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C2.02

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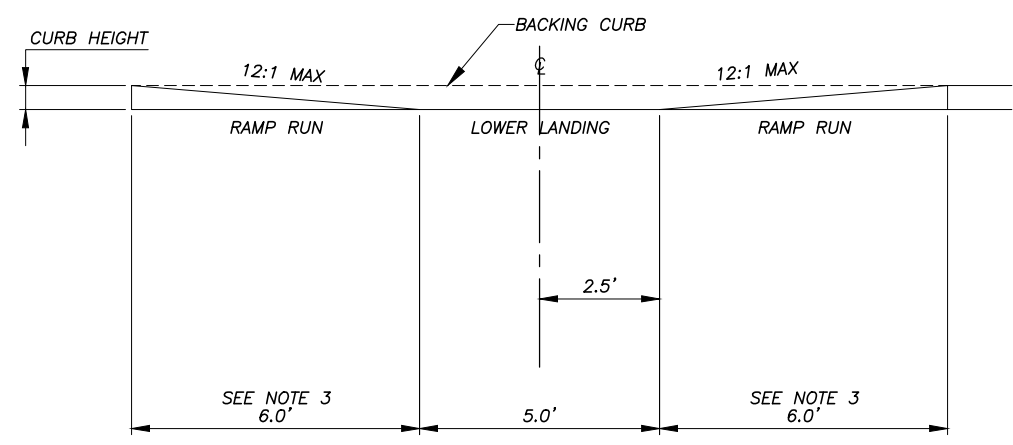
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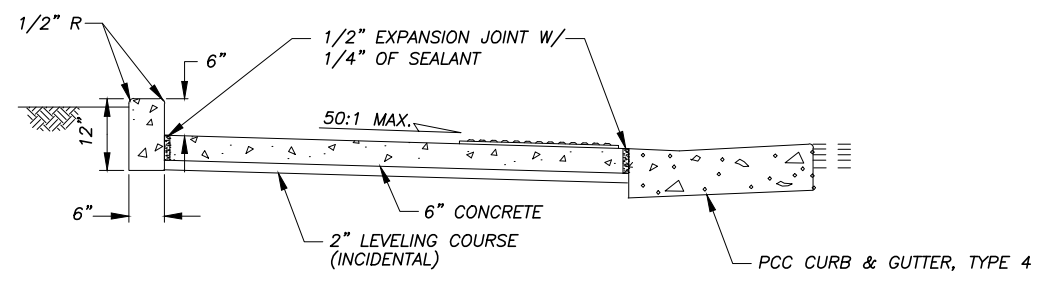
PLAN
N.T.S.



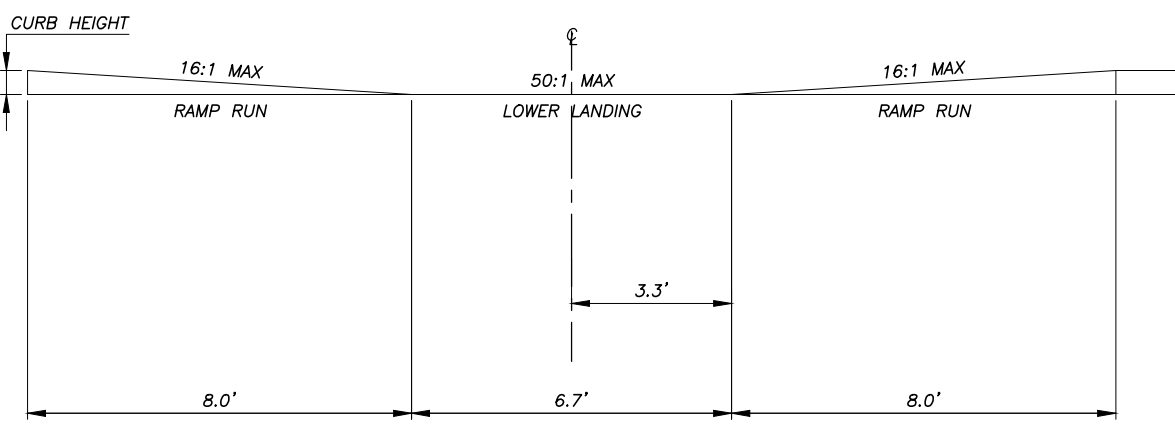
1 TYPICAL MID-BLOCK CURB RAMP
C2.02 SCALE: NONE



PROFILE A-A
N.T.S.



SECTION C-C
N.T.S.



PROFILE B-B
N.T.S.

1 TYPICAL PARALLEL CURB RAMP
C2.02 SCALE: NONE

PARALLEL AND MID-BLOCK CURB RAMP NOTES

1. RAMP LENGTH AT BACK OF WALK IS 6' UNLESS SLOPE EXCEEDS 12:1 DUE TO LONGITUDINAL STREET SLOPE, THEN 8' MAX.
2. WHERE SIDEWALK DOES NOT CONTINUE ON SIDE STREET, TRUNCATE SIDEWALK AND BACKING CURB AT LANDING.
3. DIMENSIONS MAY VARY DEPENDING ON CORNER RADIUS.
4. FOR OFFSET SIDEWALK, ADJUST LANDING WIDTH AS NECESSARY.

REVISIONS	MARK	DATE	DESCRIPTION
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 AECL861

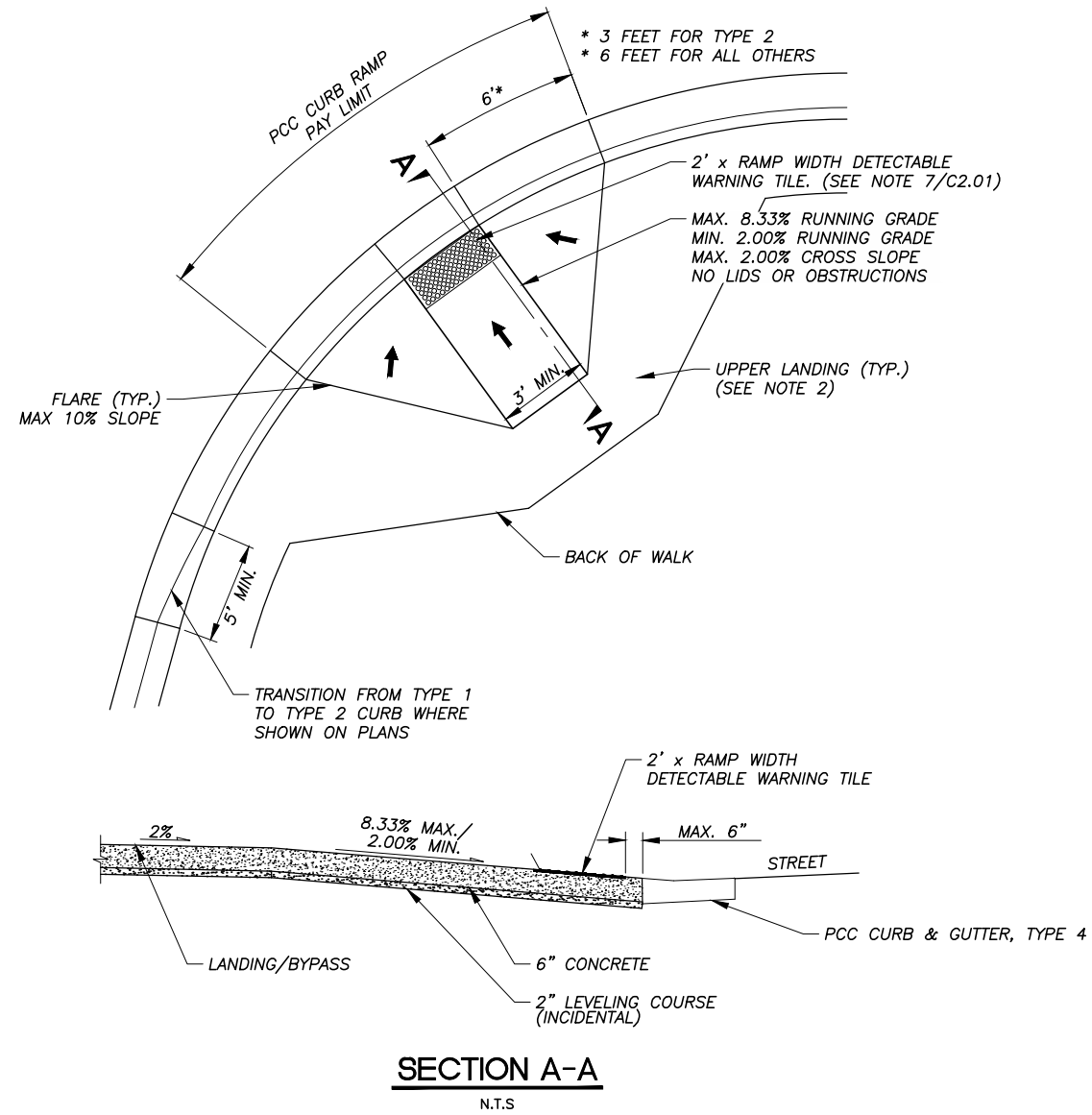
ADA COMPLIANT SIDEWALKS—CITY OF PALMER
 FEDERAL #TA18006/HFH00120
CITY OF PALMER
 PALMER, ALASKA

SHEET TITLE
**CURB RAMP DETAILS
 PARALLEL &
 MID-BLOCK**

SHEET
C2.02

DRAWN BY: TCV	CHECKED BY: CJB
DATE: NOV 2018	SCALE: NONE
JOB NUMBER: 17-032	

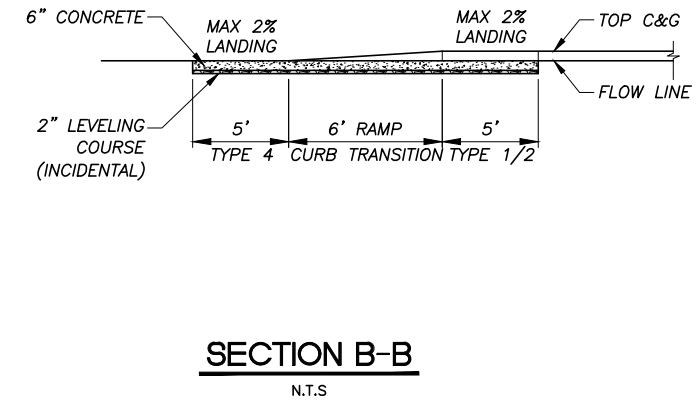
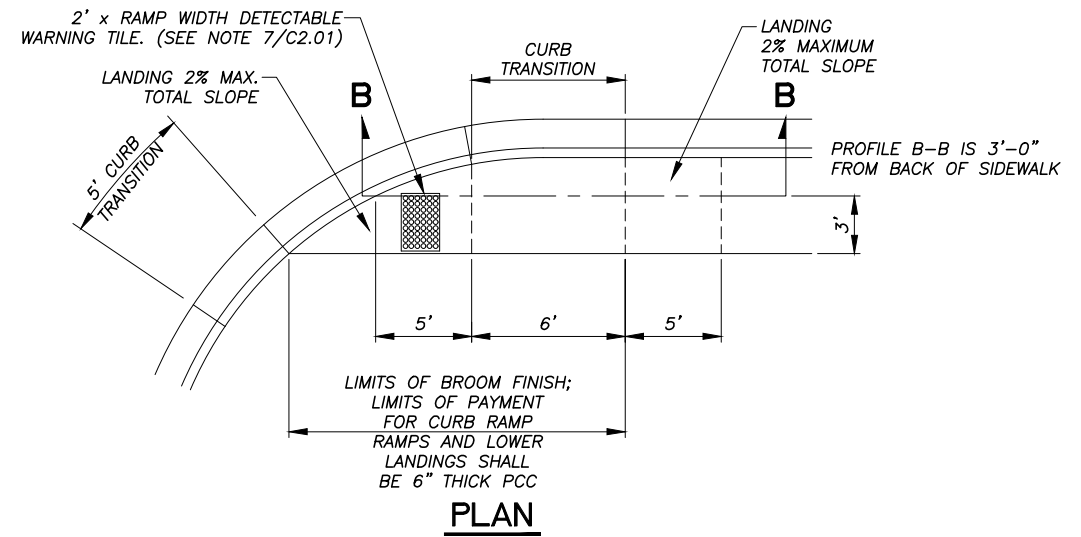
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 DATE TIME: 11/8/2018 11:25 AM
 LAYOUT: C2.03



1 PERPENDICULAR CURB RAMP W/ FLARES
 C2.03 SCALE: NONE

PERPENDICULAR CURB RAMP NOTES

1. FLARED SIDES WITH A SLOPE OF 10% MAXIMUM MEASURED PARALLEL TO THE CURB LINE, SHALL BE PROVIDED WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP.
2. THE UPPER LANDING SHALL HAVE AT MAXIMUM 2% RUNNING SLOPE AND 2% CROSS SLOPE. CONSTRUCT ADDITIONAL SIDEWALK OR A.C. PAVEMENT PATHWAY (TO MATCH EXISTING) BEHIND CURB RAMP AS DIRECTED BY ENGINEER FOR 3 FEET OF UNOBSTRUCTED LANDING AREA. IF EXISTING SIDEWALK OR PATHWAY MATCHING THE CURB RAMP DOES NOT MEET SLOPE REQUIREMENTS FOR A LANDING, RECONSTRUCT SIDEWALK OR PATHWAY AS DIRECTED BY ENGINEER.

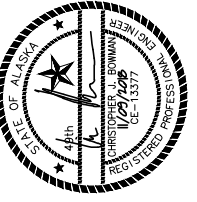


2 UNIDIRECTIONAL CURB RAMP DETAIL
 C2.03 SCALE: NONE

UNIDIRECTIONAL CURB RAMP NOTES

1. RAMP WIDTH SHALL BE THE WIDTH OF THE SIDEWALK, OF WHICH AT LEAST 36" SHALL BE FREE OF OBSTRUCTIONS. LANDINGS AT TOPS AND BOTTOMS OF RAMPS SHALL BE 5' LONG AND HAVE A MAXIMUM 2% (50:1) SLOPE IN ALL DIRECTIONS.

REVISIONS	MARK	DATE	DESCRIPTION
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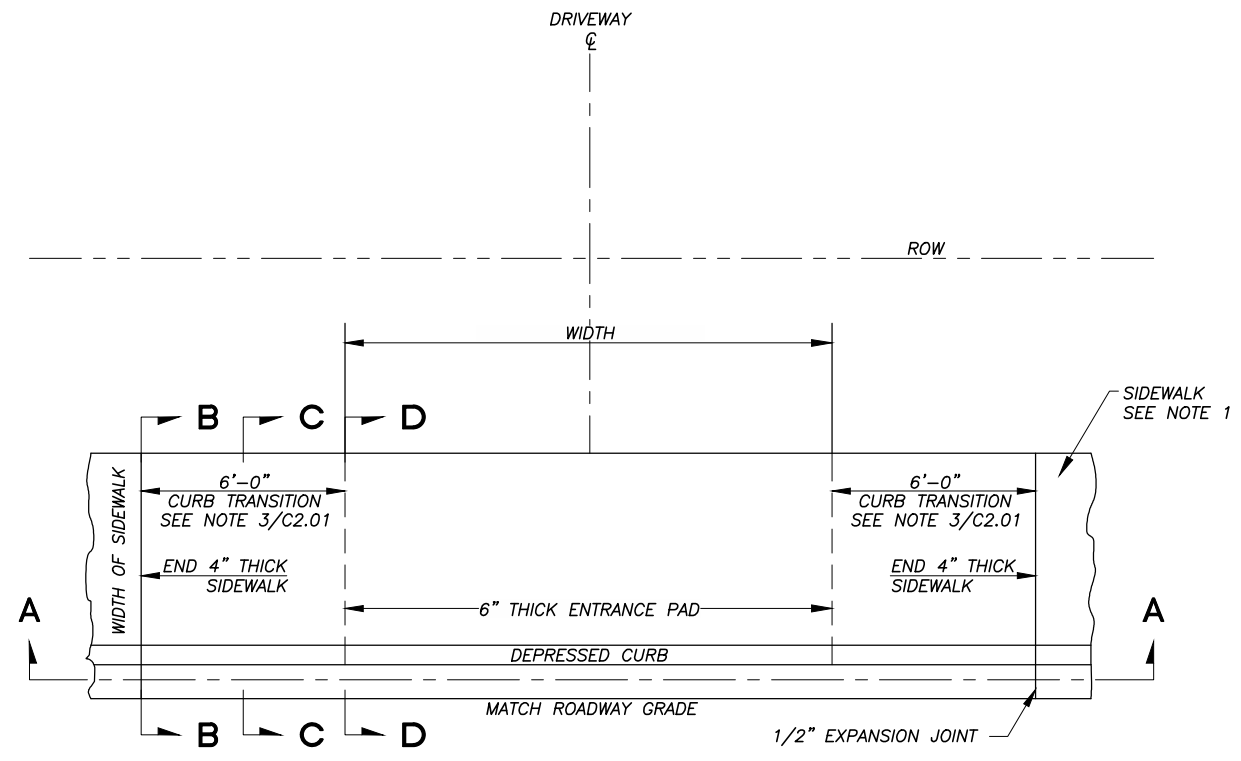
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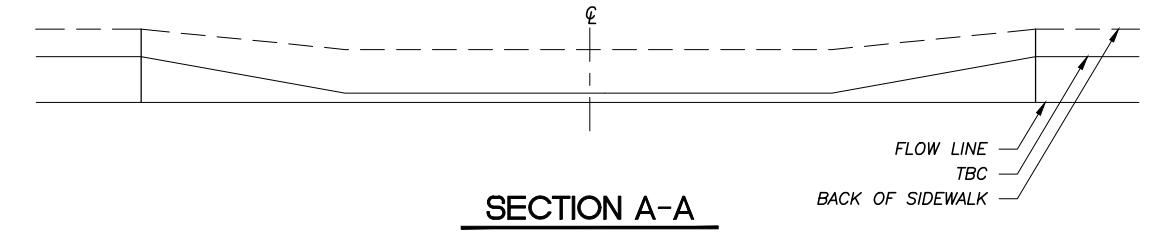
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 SHEET: C2.03
 DRAWN BY: TCV CHECKED BY: CJB
 DATE: NOV 2018 SCALE: NONE
 JOB NUMBER: 17-032

LAYOUT
C204
DATE TIME
11/8/2018 11:42 AM

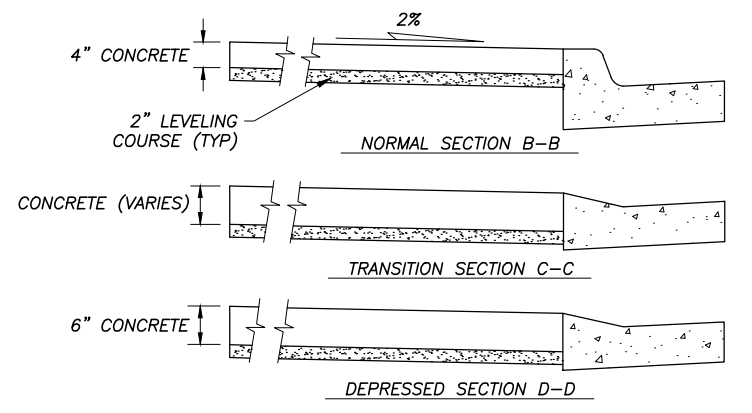
DRAWING LOCATION
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TYPICAL DRIVEWAY



SECTION A-A

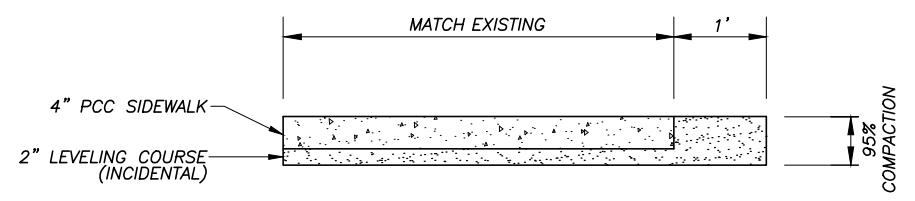


P.C.C. DRIVEWAY CURB CUT SECTIONS

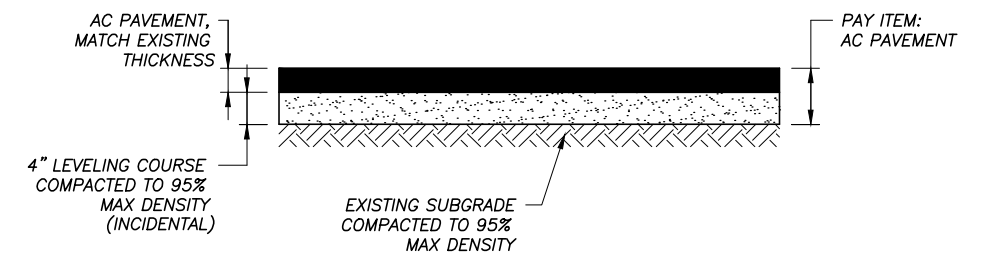
1 P.C.C. DRIVEWAY DETAIL
C2.04 SCALE: N.T.S

NOTES

- RAMP WIDTH SHALL BE THE WIDTH OF THE SIDEWALK, OF WHICH AT LEAST 36" SHALL BE FREE OF OBSTRUCTIONS. LANDINGS AT TOPS AND BOTTOMS OF RAMPS SHALL BE 5' LONG AND HAVE A MAXIMUM 2% (50:1) SLOPE IN ALL DIRECTIONS.

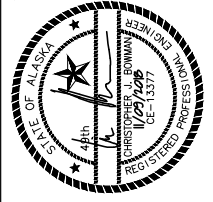


2 TYPICAL SIDEWALK SECTION
C2.04 SCALE: NONE



3 TYPICAL AC PAVEMENT SECTION
C2.04 SCALE: NONE

REVISIONS	MARK	DATE	DESCRIPTION
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ADA COMPLIANT SIDEWALKS—CITY OF PALMER
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CITY OF PALMER
 PALMER, ALASKA

SHEET TITLE SIDEWALK AND DRIVEWAY DETAILS	
SHEET C2.04	
DRAWN BY TCV	CHECKED BY CJB
DATE NOV 2018	SCALE NONE
JOB NUMBER 17-032	

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace
Public Hearing Date: February 27, 2018
Action: Approved
Vote: Unanimous

Yes:	No:
Best	
Carrington	
Combs	
DeVries	
Fuller	
Hanson	
LaFrance	

CITY OF PALMER, ALASKA

Resolution No. 18-010

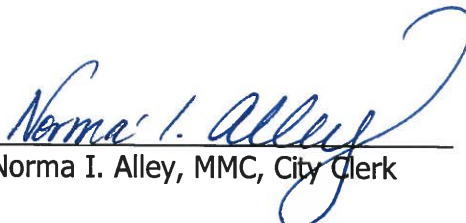
A Resolution of the Palmer City Council Accepting the 2018 Alaska Transportation Alternatives Program Grant from the State of Alaska, Department of Transportation and Public Facilities (DOT&PF), Small Federal Programs in the Amount of \$323,400.00 for the Installation of American’s with Disabilities Act (ADA) Compliant Sidewalks, Driveways, and Curb Ramps, in Accordance with City of Palmer’s 2006 Comprehensive Plan

WHEREAS, the City of Palmer needs monies to bring city sidewalks, driveways and curb ramps into American’s with Disabilities Act (ADA) compliance; and

WHEREAS, the City of Palmer has been approved for a grant award from the State of Alaska, DOT&PF, Alaska Transportation Alternatives Program Grant in the amount of \$323,400.00 dollars.

NOW, THEREFORE, BE IT RESOLVED that the Palmer City Council hereby accepts the State of Alaska, Department of Transportation and Public Facilities, Alaska Transportation Alternatives Grant in the amount of \$323,400.00 dollars for upgrading City of Palmer sidewalks, driveways, and curb ramps.

Passed and approved by the City Council of the City of Palmer, Alaska this 27th day of February, 2018.



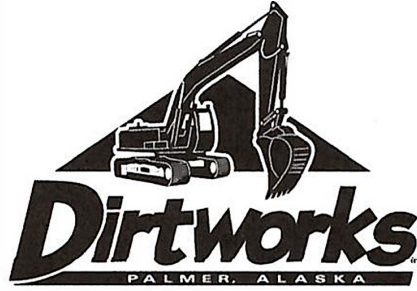
Norma I. Alley, MMC, City Clerk



Edna B. DeVries, Mayor

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EXCAVATION SPECIALIST**

3255 S. Old Glenn Hwy.
Palmer, Alaska 99645



Office (907) **745-3671**

Fax (907) **745-3672**

Scott's Cell (907) **355-4013**

www.alaskadirtworks.com

ATTN: HDL Engineering, City of Palmer

RE: City of Palmer ADA Sidewalk Improvements Bid Error

Dirtworks, Inc. has regretfully made an error in bidding the ADA Compliant Sidewalk Improvements for the City of Palmer. Dirtworks had two discussion with a proposed concrete subcontractor the morning of the project bid. Based on these discussions, bid was significantly reduced to meet subcontractors proposed durations, which had been on a time and materials basis. After lengthy discussion with said subcontractor, this person no longer believes discussed durations will be sufficient to cover work outlined in contract documents. Durations re-proposed to Dirtworks would put cost structure higher than bid for project. Dirtworks believes entering into a project with acrimonious primary subcontractor relations will significantly reduce project quality if pursued.

Dirtworks, Inc. always strives to bring quality and value to City of Palmer projects and hopes to do so in the future. We sincerely hope this mistake does affect future working relationship with the City of Palmer or HDL Engineering.

Thank You,

Ben Conroy

Dirtworks, Inc.

(907) 745-3661

**City of Palmer
Action Memorandum No. 19-003**

Subject: Authorizing the City Manager to Dispose of the 1984 Spartan Thibault Aerial Fire Truck Through the Public Surplus Process

Agenda of: January 8, 2019

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


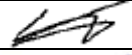

Originator Information:

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		_____
City Attorney		_____
City Clerk		_____

Certification of Funds:


Total amount of funds listed in this legislation: \$ **Estimated \$10,000.00**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>Estimated \$10,000.00</u>
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input checked="" type="checkbox"/>	Not budgeted	<u>01-00-00-3663 Property & Equipment Sales Public Safety</u>

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement/Background:

The Palmer Fire Department no longer requires the service of the 1984 Spartan Thibault Aerial Fire Truck. This truck has been replaced by new aerial truck in 2017.

The estimated value of the 1984 Aerial Fire Truck is over the \$10,000 threshold and requires Council notification, but the actual surplus revenue maybe less depending on other factors such as obsolescence and shipping/transportation to a potential buyer.

The truck will be disposed of through an online government auction service.

3.20.060 Disposal of personal property.

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

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

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

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

This truck was purchased with a state grant in 1984 and all grant obligations have expired after its 30 years of service (2016).

Administration's Recommendation:

To approve Action Memorandum No. 19-003 Authorizing the City Manager to Dispose of the 1984 Spartan Thibault Aerial Fire Truck Through the Public Surplus Process

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on November 27, 2018, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Julie Berberich
Steve Carrington	Sabrina Combs
Linda Combs	Pete LaFrance, Deputy Mayor

Council Member David Fuller was absent and excused

Staff in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney (participated telephonically)	Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve Agenda

Moved by:	S. Combs
Seconded by:	L. Combs
In favor:	Berberich, Carrington, L. Combs, S. Combs, DeVries, LaFrance
Opposed:	None
Absent:	Fuller
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

None.

F. NEW BUSINESS

1. Committee of the Whole: Presentation of the 2019 Budget (note: action may be taken by the council following the committee of the whole)
 - a. 2019 City of Palmer Budget
 - b. 2019 City of Palmer Pay Plan
 - c. 2019 City of Palmer Fee Schedule
 - d. 2019 City of Palmer Fine Schedule
 - e. 2019 City of Palmer Capital Improvement Program

Main Motion: To Enter into Committee of the Whole

Moved by:	L. Combs
Seconded by:	Carrington
In favor:	Berberich, Carrington, L. Combs, S. Combs, DeVries, LaFrance
Opposed:	None
Absent:	Fuller
Action:	Motion Carried

The Council entered into a Committee of the Whole at 6:03 p.m.

Topics addressed in the Committee of the Whole included:

- Pay Plan;
- Fee Schedule; and
- Fine Schedule

The Council adjourned from Committee of the Whole at 6:44 p.m. and reconvened the special meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported the pay plan spreadsheet and recommended amendments table were the Items Placed on the Table.

H. AUDIENCE PARTICIPATION

None.

I. COUNCIL MEMBER COMMENTS

Mayor DeVries asked if there were any objections to excusing Council Member Fuller as he was absent from the meeting. Hearing no objections, Council Member Fuller's absence was excused.

J. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:48 p.m.

Approved this ____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on December 4, 2018, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Deputy Mayor LaFrance called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Pete LaFrance, Deputy Mayor	Julie Berberich
Linda Combs	Sabrena Combs (Participated Telephonically)
David Fuller	

Mayor Edna DeVries and Council Member Steve Carrington were absent and excused.

Staff in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney	Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve Agenda, as Amended

Moved by:	Fuller
Seconded by:	L. Combs
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

Primary Amendment #1: To Add a 2018 Staff Bonus Discussion Under New Business

Moved by:	S. Combs
Seconded by:	Fuller
In favor:	Berberich, Carrington, L. Combs, S. Combs, DeVries, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

None.

F. NEW BUSINESS

- 1. Committee of the Whole: Presentation of the Audit on the 2019 Budget (note: action may be taken by the council following the committee of the whole)
 - a. 2019 City of Palmer Budget
 - b. 2019 City of Palmer Pay Plan
 - c. 2019 City of Palmer Fee Schedule
 - d. 2019 City of Palmer Fine Schedule
 - e. 2019 City of Palmer Capital Improvement Program

Main Motion: To Enter into Committee of the Whole

Moved by:	L. Combs
Seconded by:	Fuller
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

The Council entered into a Committee of the Whole at 6:05 p.m.

City Manager Wallace fielded questions on the Capital Improvement Plan and Limited Improvement District, asked the Council for their wishes on the budget, and provided handouts of recommended budget amendments and road paving estimate. Topics addressed in the Committee of the Whole included the Capital Improvement Plan and Limited Improvement District.

The Council adjourned from Committee of the Whole at 6:43 p.m. and reconvened the special meeting.

- 2. 2018 Staff Bonus

City Manager presented options for staff bonuses.

Main Motion: To Authorize the City Manager to Award \$1,000.00 Net Bonuses to Permanent Full-Time and \$500.00 Net to Regular Part-Time Employees to Include the City Manager and City Clerk

Moved by:	S. Combs
Seconded by:	Fuller
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

G. PUBLIC HEARING

- 1. **Resolution No. 19-001:** Adopting the 2019 City of Palmer Employee Pay Plan (2nd Public Hearing)

City Manager Wallace reported the pay plan reflects the \$1.00 pay raise per hour per employee, includes longevity step increase changes, and no new additional positions.

Deputy Mayor LaFrance opened the public hearing on Resolution No. 19-001. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Approve Resolution No. 19-001, as Amended

Moved by:	Fuller
Seconded by:	L. Combs
Action:	Motion Pending

Primary Amendment #1: To Change the Pay Plan's Effective Date to December 31, 2018

Moved by:	Fuller
Seconded by:	L. Combs
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

2. **Resolution No. 19-002:** Adopting the 2019 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019 (2nd Public Hearing)

City Manager Wallace reported the Fee Schedule changes included increases to tie down fees, Depot rental fees, short term rental verbiage to reflect code, false fire alarm fee, solid waste removal fee, and water and sewer rates.

Council Member Fuller requested Council discuss, in the coming year, a fee of any storage of public space by the public be added to the fee schedule and requested the council discuss it in the coming year. Council Member L. Combs expressed her support for this request.

Deputy Mayor LaFrance opened the public hearing on Resolution No. 19-002. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Adopt Resolution No. 19-002

Moved by:	Fuller
Seconded by:	L. Combs
Action:	Motion Pending

3. **Resolution No. 19-003:** Adopting the 2019 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019 (2nd Public Hearing)

Deputy Mayor LaFrance opened the public hearing on Resolution No. 19-003. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Adopt Resolution No. 19-003

Moved by:	Fuller
Seconded by:	Berberich
Absent:	DeVries, Carrington
Action:	Motion Pending

4. **Resolution No. 19-004:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019 (2nd Public Hearing)

Deputy Mayor LaFrance opened the public hearing on Resolution No. 19-004. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Adopt Resolution No. 19-004, as Amended

Moved by:	Fuller
Seconded by:	L. Combs
Absent:	DeVries, Carrington
Action:	Motion Pending

Primary Amendment #1: To Remove Golf Boards from CIP Programs

Moved by:	L. Combs
Seconded by:	Fuller
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

Primary Amendment #2: To Add \$12,000.00 to the Golf Course Deck and Patio Project

Moved by:	L. Combs
Seconded by:	Fuller
In favor:	Berberich, L. Combs, S. Combs, Fuller,
Opposed:	LaFrance
Absent:	Carrington, DeVries
Action:	Motion Carried

Primary Amendment #3: To Create a Cope Industrial Trail Project to Pave from the Arboretum to Cope Industrial and Place \$20,000 in the Fund

Moved by:	LaFrance
Seconded by:	Fuller
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

Primary Amendment #4: To Move \$40,000 from the Street Fund to a Designated Fund to Fund Seed Money for Trails and Connector

Moved by:	LaFrance
Seconded by:	Berberich
In favor:	Berberich, S. Combs, LaFrance
Opposed:	Fuller, L. Combs
Absent:	Carrington, DeVries
Action:	Motion Failed for Lack of Majority

Secondary Amendment #1: To Add Funding to Park Improvement Fund (08-01-10-7038) and Rename it to Park Trail Improvement

Moved by:	S. Combs
Seconded by:	Fuller
In favor:	Berberich, S. Combs, LaFrance
Opposed:	L. Combs, Fuller
Action:	Motion Failed for Lack of Majority
Absent:	Carrington, DeVries

Primary Amendment #5: To Rename Park Improvement Fund to Parks and Trails Improvement Fund

Moved by:	Fuller
Seconded by:	Berberich
Action:	Motion Tabled

Motion to Lay on the Table: To Table Primary Amendment #5 Until Deliberation of Resolution No. 19-005

Moved by:	L. Combs
Seconded by:	Berberich
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

5. **Resolution No. 19-005:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2019, and Ending December 31, 2019, and Appropriating Monies (2nd Public Hearing)

Deputy Mayor LaFrance opened the public hearing on Resolution No. 19-005. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Adopt Resolution No. 19-005 as Amended

Moved by:	Fuller
Seconded by:	L. Combs
In favor:	
Opposed:	
Absent:	Carrington, DeVries
Action:	Motion Pending

Primary Amendment #1: To Rename Park Improvement Fund To Parks and Trails Fund

Moved by:	Fuller
Seconded by:	Berberich
In favor:	Berberich, S. Combs, L. Combs, Fuller, LaFrance
Opposed:	None.
Action:	Motion Carried
Absent:	Carrington, DeVries

Primary Amendment #2: To Amend the 2019 Budget to Reflect the Increase in Health Care Premiums as Follows:

\$17,000 in the Following General Funds (6012):

- 01-01-05
- 01-01-10
- 01-01-12
- 01-02-10
- 01-12-10
- 01-12-70
- 01-13-10
- 01-17-10
- 01-17-40
- 01-17-80
- 01-19-10
- 01-19-40

\$1,439 in the Following Water/Sewer Funds:

- 02-01-10-6012
- 02-01-50-6012

\$240 in Fund 03-01-10-6012 (Airport)

\$2,486 in Fund 05-01-10-6012 (Solid Waste)

\$1,864 in Fund 52-01-80-6012 (SRO)

\$2,486 in Fund 53-01-12-6012 (Opiate TF); and

To Delete the Council Community Watch Fund (01-02-10-6071); and

To Reduce the Christmas Decorations Fund (01-17-40-6075) by \$2,500 Bringing the Fund to \$7,500; and

To Amend the 2019 Budget to Reflect Future Changes in the Golf Course Management Contract with Final Amounts as Follows:

\$163,000 in 15-00-00-3479 Presold Green Fees

\$230,000 in 15-00-00-3481 Green Fees

\$115,000 in 15-00-00-3482 Golf Cart Rentals

\$30,000 in 15-00-00-3483 Driving Range

\$7,000 in 15-00-00-3484 Trail Fees

\$417,000 in 15-01-10-6030 Contractual Services-Mgmt Cont

Moved by:	L. Combs
Seconded by:	Fuller
In favor:	Berberich, L. Combs, S. Combs, Fuller, LaFrance
Opposed:	None
Absent:	Carrington, DeVries
Action:	Motion Carried

H. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported an updated recommended amendments table and road paving options from City Manager Wallace were the Items Placed on the Table.

I. AUDIENCE PARTICIPATION

None.

J. COUNCIL MEMBER COMMENTS

Council Member S. Combs thanked the city employees for a year of hard work and the Council for approving the staff bonus.

Council Member Fuller stated he enjoyed Colony Christmas and thanked City Clerk Alley for her help at the Board of Economic Development meeting.

Council Member L. Combs thanked City Manager Wallace the for well prepared budget and thanked fellow council members for doing their research in order to be prepared for budget meetings.

K. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:32 p.m.

Approved this _____ day of _____ 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on December 11, 2018, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Julie Berberich
Steve Carrington	Linda Combs
Sabrena Combs	David Fuller
Pete LaFrance, Deputy Mayor	

Staff in attendance were the following:

Nathan Wallace, City Manager	Norma I. Alley, MMC, City Clerk
Michael Gatti, City Attorney	Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve Agenda

Moved by:	Fuller
Seconded by:	L. Combs
In favor:	Berberich, Carrington, L. Combs, S. Combs, DeVries, Fuller, LaFrance
Opposed:	None
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

None.

F. NEW BUSINESS

1. Committee of the Whole: Presentation of the Audit on the 2019 Budget (note: action may be taken by the council following the committee of the whole)
 - a. 2019 City of Palmer Budget
 - b. 2019 City of Palmer Pay Plan
 - c. 2019 City of Palmer Fee Schedule
 - d. 2019 City of Palmer Fine Schedule
 - e. 2019 City of Palmer Capital Improvement Program

City Manager Wallace stated he had nothing to present. Mayor DeVries asked the Council Members if they had any questions or any items to discuss, hearing no requests or items for discussion from the Council, Mayor DeVries proceeded with the meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

None.

H. AUDIENCE PARTICIPATION

None.

I. COUNCIL MEMBER COMMENTS

None.

J. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:04 p.m.

Approved this _____ day of _____ 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



Norma I. Alley, MMC
City Clerk

Phone: (907) 745-3271
Direct: (907) 761-1321
Fax: (907) 761-1340

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

TO: Palmer City Council
FROM: Norma I. Alley, MMC *Norma I. Alley*
SUBJECT: City Clerk's Report for the January 8, 2019, Council Meeting

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

- a. AAC – cancelled
- b. BED
- c. PRCRAB
- d. P&ZC

2. Upcoming Events

Below is a list of upcoming events on the City Clerk's Office radar. Please let us know if you are or are not planning on attending one of the events below.

Name of Event	Date	Time	Location
Legislative Open House	1/5	1-3 pm	Palmer Senior Center
Library Event to Honor Verna Euwer	1/13	2 pm	Palmer Library

Don't forget to let us know of any other events you are aware of or attending.

3. Public Information Officer

As the city's Public Information Officer (PIO), I have been working with Mat-Su Borough's new PIO Stephanie Bishop in establishing connections, protocol, and training for all valley PIOs. Angie and I will be attending FEMA training on February 26-28. I have also been assisting Stephanie with assembling a valleywide PIO contact list.

4. Tentative Upcoming Meetings

All meetings are subject to change. Below is a quick four-month view.

Please note the joint meeting dates and times with the Boards and Commissions.

Tentative Future Meeting Schedule			
Meeting Date	Meeting Type	Time	Notes
Jan 15	Joint	7 pm	AAC
Jan 22	Regular	7 pm	
Feb 5	Joint	6 pm	BED
Feb 12	Regular	7 pm	

Feb 26	Regular	7 pm	
March 12	Joint	6 pm	PRCRAB
March 12	Regular	7 pm	
March 26	Regular	7 pm	
April 9	Regular	7 pm	
April 16	Joint	6 pm	PZC
April 23	Regular	7 pm	

City of Palmer

Board of Economic Development Members

PMC 2.30.010.A. There is created a city board of economic development which shall consist of seven members.

Seat	Board Member	Term Expires
D	Christopher Chappel	Oct. 2021
B	Peter Christopher	Oct. 2019
A	Barbara Hunt	Oct. 2020
E	Janet Kincaid	Oct. 2019
C	Lorie Koppenberg	Oct. 2021
F	Kelly Turney	Oct. 2020
G	Dusty Silva	Oct. 2021
CC	David Fuller	Oct. 2019
PZC	Not Yet Appointed	Oct. 2019

PMC 2.30.140.B. Cause for removal. In addition, a board member may be removed by the council if, during any 12-month period while in office: 1) The board member is absent from three regular meetings without excuse; or 2) The board member is absent from six regular meetings.

2018 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr *	May	June	July	Aug	Sept	Oct *	Nov	Dec
Chappel	✓	✓	U	E		✓	✓	✓	E	✓		U	✓
Christopher	✓	✓	U	✓		✓	E	✓	E	✓		✓	✓
Hunt	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓	✓
Kincaid	✓	E	✓	✓		✓	✓	✓	✓	✓		✓	✓
Koppenberg	✓	✓	✓	✓		✓	✓	E	✓	✓		✓	E
Turney	E	✓	✓	✓		✓	✓	✓	✓	E		✓	✓
Silva	✓	✓	✓	✓		✓	✓	E	✓	✓		✓	✓
Fuller												✓	✓

* Meeting Cancelled

** Special Meeting

✓ – Present

E – Excused Absence

U – Unexcused Absence

V – Vacant

S:\CityClerk\Boards and Commissions\BED\Attendance Reports\Attendance Report BED 2018-11.docx

City of Palmer

Parks, Recreation and Cultural Resources Advisory Board Members

PMC 2.22.010.A. There is created a city board for parks, recreation and cultural resources which shall consist of seven members.

Seat	Board Member	Term Expires
A	Stephanie Allen	Oct. 2020
B	Jo Ehmann	Oct. 2021
C	Heather Kelley	Oct. 2020
D	Shannon Connelly	Oct. 2019
E	Denise Christopher	Oct. 2020
F	Wesley Rath	Oct. 2021
G	Sally Pollen	Oct. 2019

PMC 2.22.140.B. Cause for removal. In addition, a board member may be removed by the council if, during any 12-month period while in office: 1) The board member is absent from three regular meetings without excuse; or 2) The board member is absent from six regular meetings.

2018 Attendance Record

Board Member	Jan	Feb	Feb **	Mar	Apr	May	June *	July	Aug	Sept *	Oct	Nov	Dec
Allen	✓	✓	✓	✓	✓	✓		✓	U		✓	✓	✓
Christopher						E		E	✓		✓	✓	✓
Connelly	✓	✓	✓	✓	✓	✓		✓	✓		✓	✓	✓
Ehmann	✓	✓	✓	U	✓	✓		✓	✓		✓	✓	✓
Kelley									✓		E	✓	✓
Pollen	U	✓	✓	✓	✓	✓		U	U		✓	E	✓
Rath												E	✓

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

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City of Palmer

Planning & Zoning Advisory Commission Members

PMC 2.20.010.A. There is created a city planning and zoning commission which shall consist of seven members who shall be nominated by the mayor and confirmed by the city council. All members must be residents of the city.

Seat	Commission Member	Term Expires
A	Gena Ornquist	Oct. 2020
B	Richard Benedetto	Oct. 2019
C	Andrew Corbin	Oct. 2021
D	Kristy Thom Bernier	Oct. 2019
E	Dan Lucas	Oct. 2020
F	David Petty	Oct. 2021
G	Rhonda Wohlbach	Oct. 2021

PMC 2.20.321.C. Cause for removal. In addition, a commissioner may be removed by the council if, during any 12-month period while in office: 1) The commissioner is absent from three regular meetings without excuse; or 2) The commissioner is absent from six regular meetings.

2018 Attendance Record

Commissioner	Jan	Feb	Mar *	Apr **	Apr	May	Jun *	Jul	Aug	Sep	Oct	Nov	Dec
Benedetto	E	✓		✓	✓	✓		✓	✓	✓	E	✓	✓
Corbin								✓	✓	✓	✓	✓	E
Lucas	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓
Ornquist	✓	✓		E	E	✓		✓	E	✓	✓	✓	✓
Petty	✓	✓		✓	✓	✓		✓	✓	✓	✓	✓	✓
Thom Bernier	✓	✓		✓	✓	✓		✓	E	E	✓	✓	✓
Wohlbach								✓	✓	E	U	✓	✓

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

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**City of Palmer
Ordinance No. 19-001**

Subject: Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 17.60 General District Regulations by Repealing Section 17.60.060 Distance Between Buildings Amending Palmer Municipal Code Chapter 17.60 General District Regulations by Repealing Section 17.60.060 Distance Between Buildings

Agenda of: December 11, 2018 – Introduction
January 8, 2019 – Public Hearing

Council Action: **Adopted** **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: \$ 0

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. 19-001
- Information provided by the Building Inspector
- Planning and Zoning Minutes of November 15, 2018 (draft copy)

Summary Statement/Background:

The text amendment will delete PMC 17.60.060 Distance between buildings requiring a 20-foot separation between main buildings or detached dwellings on the same building site.

It has recently been brought to staff's attention that the requirement PMC 17.60.060 Distance between buildings in Title 17, Zoning is a standard that is also addressed in Title 15 Buildings and Construction.

Staff has researched back to 1992 and has found no reference to the rationale for the requirement of the 20-foot separation.

The Building Inspector has provided the information regarding the standard in Title 15 requiring either separation of buildings or addition of fire walls between buildings on the same lot for life safety standards.

After researching the current code, staff has found inconsistencies in different zoning districts regarding building separation and lot coverage. In Industrial and Business Park districts the maximum lot coverage is unrestricted if lot line setbacks, parking and landscaping requirements are met. However, requiring a 20-foot building separation imposes an artificial standard that hinders the intent of the Industrial and Business Park districts for the highest and best use. In residential zones, building separation is regulated by maximum lot coverage requirements, setbacks, and the International Building Code standard in Title 15.

At the November 15, 2018 Planning and Zoning meeting, the Commission discussed and reviewed the draft ordinance, and voted unanimously to move the draft ordinance forward to City Council with a recommendation for adoption.

Administration's Recommendation:

Adopt Ordinance No. 18-0XX amending PMC 17.60 General District Regulations by Repealing Section 17.60.060 Distance between buildings, in its entirety.

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace
Date: December 11, 2018
Public Hearing: January 8, 2019
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 19-001

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 17.60 General District Regulations by Repealing Section 17.60.060 Distance Between Buildings

WHEREAS, the Commission proposes and recommends text amendments as necessary to Title 17, Zoning to ensure that the regulations and standards are applicable to the current needs of the community; and

WHEREAS, the Commission has discussed the requirement of PMC section 17.60.060 Distance between buildings located in Title 17, Zoning and the standard regarding building separation located in Title 15, Buildings and Construction; and

WHEREAS, the Commission has determined that Section 17.60.060 Distance between buildings should be repealed in its entirety since this standard is addressed in Title 15, Buildings and Construction.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 17.60.060 is hereby repealed (new language is underlined and deleted language is stricken):

~~**17.60.060 Distance between buildings.**~~

~~A detached dwelling or other main building shall be at least 20 feet from any other detached dwelling or main building on the same building site.~~

Section 4. Effective Date. Ordinance No. 19-001 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Information provided by the Building Inspector:

This portion of the palmer Municipal Code Title 17 is no longer need.

17.60.060 Distance between buildings.

A detached dwelling or other main building shall be at least 20 feet from any other detached dwelling or main building on the same building site. (Ord. 454 § 4, 1992)

The International Code Council (ICC) addresses this issue in the “International Building Code” (IBC). The city of palmer adopts and enforces this standard of construction for all buildings. In section 503.1.2 of the IBC, it says we need to address each building on the same lot as separate buildings. This means that there will either be a distance separation or a Fire rated wall to protect the buildings.

503.1.2 Buildings on same lot. **Two or more buildings on the same lot shall be regulated as separate buildings** or shall be considered as portions of one building where the building height, number of stories of each building and the aggregate building area of the buildings are within the limitations specified in Sections 504 and 506. The provisions of this code applicable to the aggregate building shall be applicable to each building.

The separation of building is addressed in the IBC Section 602. This portion of the code address concerns about the separation of buildings based on fire and life safety. Here the designer has the ability to separate the buildings or add fire walls and move the buildings close to meet there needs on the property.

**TABLE 602
FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE^{a, d, g}**

FIRE SEPARATION DISTANCE = X (feet)	TYPE OF CONSTRUCTION	OCCUPANCY GROUP H ^a	OCCUPANCY GROUP F-1, M, S-1 ^f	OCCUPANCY GROUP A, B, E, F-2, I, R, S-2, U ^h
X < 5 ^b	All	3	2	1
5 ≤ X < 10	IA	3	2	1
	Others	2	1	1
10 ≤ X < 30	IA, IB	2	1	1 ^c
	IIB, VB	1	0	0
	Others	1	1	1 ^c
X ≥ 30	All	0	0	0

For SI: 1 foot = 304.8 mm.

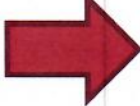
- a. Load-bearing exterior walls shall also comply with the fire-resistance rating requirements of Table 601.
- b. See Section 706.1.1 for party walls.
- c. Open parking garages complying with Section 406 shall not be required to have a fire-resistance rating.
- d. The fire-resistance rating of an exterior wall is determined based upon the fire separation distance of the exterior wall and the story in which the wall is located.
- e. For special requirements for Group H occupancies, see Section 415.6.
- f. For special requirements for Group S aircraft hangars, see Section 412.4.1.
- g. Where Table 705.8 permits nonbearing exterior walls with unlimited area of unprotected openings, the required fire-resistance rating for the exterior walls is 0 hours.
- h. For a building containing only a Group U occupancy private garage or carport, the exterior wall shall not be required to have a fire-resistance rating where the fire separation distance is 5 feet (1523 mm) or greater.

All the other requirements will be met such as open space, landscaping and parking

- At length discussion on development of an administrative evaluation/review/approval process to address changes that occur over time regarding permitted uses and to allow more flexibility when the code is not specific or as-yet updated (see packet pp. 23-24 for examples/options and reference);
Options considered: a) Determination by staff with appeal to Planning and Zoning; b) Determination by staff with confirmation by Planning and Zoning; c) Staff review with Planning and Zoning confirmation appeal to City Council.
Consensus: Work towards b) which allows for more transparency.
- Discussion and review of the Proposed City of Palmer Use Matrix (see packet, pp 19-22). The Commission was in general approval on the direction of the matrix.

Chairman Lucas declared exit of Committee of the Whole, without objection, at 8:29 p.m.

K. NEW BUSINESS:



1. **IM 18-014:** Consideration of Recommendation of a Text Amendment to Repeal Palmer Municipal Code 17.60.060, Distance between buildings, in its entirety.

Staff Report: Director Hanson explained the reasoning behind the requested text amendment, directing attention to information in the packet (p. 27) provided by the Building Inspector. The standard is addressed in Title 15, Buildings and Construction, and not necessary in Title 17. By requiring a 20' separation on the same lot, it restricts operational efficiencies and unnecessarily restricts building lot coverage in areas where density is preferred. The Commission was asked to review the proposed Ordinance and if approved, move forward for adoption by the City Council.

Following brief discussion,

Main Motion: For approval of Ordinance No. 18-0xx repealing PMC 17.60.060, Distance between buildings, in its entirety and move forward to City Council with a recommendation for adoption.

Moved by:	Benedetto
Seconded by:	Wohlbach
Action:	Motion carried unanimously by all members present.
In favor:	Wohlbach, Corbin, Benedetto, Ornquist, Thom-Bernier, Petty, Lucas
Opposed:	None

L. PLAT REVIEWS:

1. **IM 18-015:** Preliminary Plat Review – To adjust the common lot lines between Lots 2, 3 & 4, Homesite Tract No. 100 to create three new lots, located outside Palmer city limits.

Director Hanson reported the abbreviated plat was distributed for comment by City Departments. The City Manager, Building Inspector, and Fire Chief commented no changes necessary. Community Development commented the proposed lots would meet the minimum required lot width of 60 feet and the minimum required lot area of 8,400 square feet if these

**City of Palmer
Action Memorandum No. 19-004**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 3767 for Humdingers Gourmet Pizza Co., Located at 173 S. Valley Way

Agenda of: January 8, 2019

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



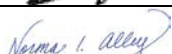
Originator Information:

Originator: Norma Alley, City Clerk

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: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- 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):

- Notice for License No. 3767
- Review Form

Summary Statement/Background:

Humdingers Gourmet Pizza Co. has applied for renewal of their liquor license. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

As of the date of packet publication, the City Clerk's Office had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 19-004 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License No. 3767 for Humdingers Gourmet Pizza Co., Located at 173 S. Valley Way



December 6, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: adam.bradway@matsugov.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License Number:	3767
Licensee:	Humdingers Gourmet Pizza Co., LLC		
Doing Business As:	HumDingers Gourmet Pizza Co.		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

√City of Palmer • Liquor License Review Form

BUSINESS NAME: Humdingers Gourmet Pizza Co **OWNER:** Gordon Fletcher

LICENSE TYPE: Restaurant/Eating Place

LOCATION: 173 S. Valley Way

Route to: Department of Finance

Department of Finance

Sales Tax Current: √ Yes No

If no, explain: _____

Utilities Current: √ Yes No

If no, explain: _____

Special Assessments Current: √ Yes No

If no, explain: _____

Other Comments: _____

Spina Duro

Finance Director

December 6, 2018

Date

Route to: Department of Community Development

Department of Community Development

Code Compliant: √ Yes No

If no, explain: _____

Fire Compliant (Plans Review): √ Yes No

If no, explain: _____

Other Comments: _____

Brucey Ham

Community Development Director

12/6/18

Date

Route to: Police Department

Police Department

Code Compliant: Yes No

If no, explain: _____

Other Comments: _____



Chief of Police

12-6-18

Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Manager

12/6/18

Date

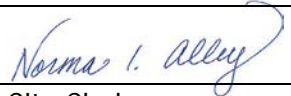
Route to: City Clerk's Office

City Clerk's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Clerk

December 6, 2018

Date

FORWARD TO COUNCIL FOR AGENDA OF: January 8, 2019

**City of Palmer
Action Memorandum No. 19-005**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 3696 for La Fiesta Mexican Restaurant, Located at 132 W. Evergreen Avenue

Agenda of: January 8, 2019

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

Originator Information:

Originator: Norma Alley, City Clerk

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: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- 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):

- Notice for License No. 3693
- Review Form

Summary Statement/Background:

La Fiesta Mexican Restaurant has applied for renewal of their liquor license. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

As of the date of packet publication, the City Clerk's Office had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 19-005 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License No. 3696 for La Fiesta Mexican Restaurant, Located at 132 W. Evergreen Ave.



December 7, 2018

City of Palmer

Attn: City Clerk

Via Email: cityclerk@palmerak.org

Cc: adam.bradway@matsugov.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License Number:	3696
Licensee:	Pedro A. Gonzales		
Doing Business As:	La Fiesta Mexican Restaurant		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: La Fiesta Mexican Restaurant **OWNER:** Pedro Gonzales
LICENSE TYPE: Restaurant/Eating Place
LOCATION: 132 W. Evergreen Ave.

Route to: Department of Finance

Department of Finance

Sales Tax Current: ✓ Yes No

If no, explain: _____

Utilities Current: ✓ Yes No

If no, explain: _____

Special Assessments Current: ✓ Yes No

If no, explain: _____

Other Comments: _____



Finance Director

December 7, 2018

Date

Route to: Department of Community Development

Department of Community Development

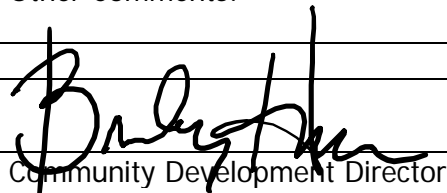
Code Compliant: ✓ Yes No

If no, explain: _____

Fire Compliant (Plans Review): ✓ Yes No

If no, explain: _____

Other Comments: _____



Community Development Director

December 10, 2018

Date

Route to: Police Department

Police Department

Code Compliant: Yes No

If no, explain: _____

Other Comments: _____



Chief of Police

12-10-18

Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Manager

Date

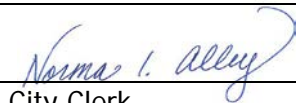
Route to: City Clerk's Office

City Clerk's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Clerk

December 10, 2018

Date

FORWARD TO COUNCIL FOR AGENDA OF: January 8, 2019

**City of Palmer
Action Memorandum No. 19-006**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 2931 for Mat-Su Miners, Located at the Alaska State Fairgrounds' Hermon Brothers Field

Agenda of: January 8, 2019

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

Originator Information:

Originator: Norma Alley, City Clerk

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: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- 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):

- Notice for License No. 2931
- Review Form

Summary Statement/Background:

Mat-Su Miners has applied for renewal of their liquor license. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

As of the date of packet publication, the City Clerk's Office had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 19-006 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License No. 2931 for Mat-Su Miners, Located at the Alaska State Fairgrounds' Hermon Brothers Field.



November 29, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: adam.bradway@matsugov.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Recreational Site – Seasonal	License Number:	2931
Licensee:	Mat-Su Baseball, Inc		
Doing Business As:	Mat-Su Miners		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

Police Department

Code Compliant: Yes No

If no, explain: _____

Other Comments: _____



Chief of Police

11-29-18

Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Manager

12/6/18

Date

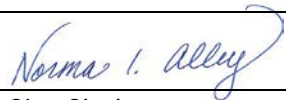
Route to: City Clerk's Office

City Clerk's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Clerk

Date

FORWARD TO COUNCIL FOR AGENDA OF: January 8, 2019

**City of Palmer
Action Memorandum No. 19-007**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 1274 for Palmer Bar, Located at 828 S. Colony Way

Agenda of: January 8, 2019

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

Originator Information:

Originator: Norma Alley, City Clerk

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: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- 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):

- Notice for License No. 1274
- Review Form

Summary Statement/Background:

Palmer Bar has applied for renewal of their liquor license. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

As of the date of packet publication, the City Clerk's Office had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 19-007 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License No. 1274 for Palmer Bar, Located at 828 S. Colony Way.



November 21, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: adam.bradway@matsugov.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	1274
Licensee:	Lou-Jack Inc		
Doing Business As:	Lou-Jacks Palmer Bar		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: Palmer Bar
LICENSE TYPE: Beverage Dispensary
LOCATION: 828 S. Colony Way

OWNER: Lou-Jack Inc.

Route to: Department of Finance

Department of Finance

Sales Tax Current: ✓ Yes No

If no, explain: _____

Utilities Current: ✓ Yes No

If no, explain: _____

Special Assessments Current: ✓ Yes No

If no, explain: _____

Other Comments:
Already have their City of Palmer 2019 Business License



Finance Director

November 27, 2018

Date

Route to: Department of Community Development

Department of Community Development

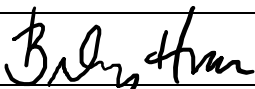
Code Compliant: ✓ Yes No

If no, explain: _____

Fire Compliant (Plans Review): ✓ Yes No

If no, explain: _____

Other Comments:



Community Development Director

November 27, 2018

Date

Route to: Police Department

Police Department

Code Compliant: ✓

Yes No

If no, explain:

Other Comments:



Chief of Police

11-27-18

Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: ✓

Yes No

If yes, explain:

Other Comments:



City Manager

11/27/18

Date

Route to: City Clerk's Office

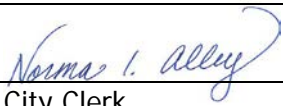
City Clerk's Office

Citizen Comments: ✓

Yes No

If yes, explain:

Other Comments:



City Clerk

November 27, 2018

Date

FORWARD TO COUNCIL FOR AGENDA OF: January 8, 2019

**City of Palmer
Action Memorandum No. 19-008**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 4064 for Palmer Golf Course, Located at 1000 LePak Avenue

Agenda of: January 8, 2019

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




Originator Information:

Originator: Norma Alley, City Clerk

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: \$ Unknown

This legislation (√):

- Creates revenue in the amount of: \$ Unknown
- 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):

- Notice for License No. 4064
- Review Form

Summary Statement/Background:

Palmer Golf Course has applied for renewal of their liquor license. State law requires local governing bodies (per AS 04.21.080, this is defined as the City Council) to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

As of the date of packet publication, the City Clerk's Office had not received any written comments or phone calls from the public expressing concern or support for this application.

Administration's Recommendation:

To approve Action Memorandum No. 19-008 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License No. 4064 for Palmer Golf Course, Located at 1000 LePak Avenue.



November 28, 2018

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: adam.bradway@matsugov.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Golf Course	License Number:	4064
Licensee:	City of Palmer		
Doing Business As:	Palmer Municipal Golf Course		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Erika McConnell, Director
amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: Palmer Golf Course
LICENSE TYPE: Golf Course
LOCATION: 1000 LePak Avenue

OWNER: City of Palmer

Route to: Department of Finance

Department of Finance

Sales Tax Current: ✓ Yes No

If no, explain: _____

Utilities Current: ✓ Yes No

If no, explain: _____

Special Assessments Current: ✓ Yes No

If no, explain: _____

Other Comments: _____



Finance Director

November 28, 2018

Date

Route to: Department of Community Development

Department of Community Development

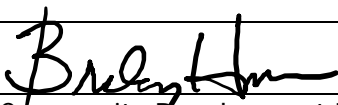
Code Compliant: ✓ Yes No

If no, explain: _____

Fire Compliant (Plans Review): ✓ Yes No

If no, explain: _____

Other Comments: _____



Community Development Director

November 28, 2018

Date

Route to: Police Department

Police Department

Code Compliant: Yes No

If no, explain: _____

Other Comments: _____



Chief of Police

11-28-18
Date

Route to: City Manager's Office

City Manager's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Manager

12/6/18
Date

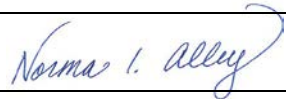
Route to: City Clerk's Office

City Clerk's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Clerk

December 6, 2018
Date

FORWARD TO COUNCIL FOR AGENDA OF: January 8, 2019

**City of Palmer
Action Memorandum No. 19-009**

Subject: Authorizing the City Manager to Execute a Design and Construction Administrative Services Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$152,002.00 for the Design Work and the CA Services on the 2019 Airfield Safety Improvements Project

Agenda of: January 8, 2019

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


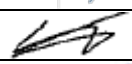

Originator Information:

Originator: Nathan E. Wallace, City Manager

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 152,002.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>152,002.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>30-30-10-6233 City Match Airport Safety Imp (\$30,000)</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>FAA Grant</u>

Director of Finance Signature: 

Attachment(s):

- CIP Data Sheet FAA Pre-Application for Airfield Safety Improvements
- HDL Engineering Consultants, LLC Proposal

Summary Statement/Background:

This contract addendum with HDL Engineering Consultants will fund the initial design work and then the additional CA services work once the project is underway. This project, to the extent possible, has been preliminarily pre-approved by the FAA for funding in 2019 and will serve to provide needed airport safety features that will also double to enhance airport security upgrades in our recently adopted Airport Security Plan.

The project will fund the replacement of 12 older Crouse Hinds airfield directional signs that have become constantly unmaintainable due to a lack of support from the manufacturer. Repair the airports perimeter fence line and gate system which has received considerable damage over the years due to winter frost heaves, tree fall strikes and car crash damage. Provide for lighting on the large and small aircraft parking aprons for taxiing aircraft to and from their parking place and also install lighted LED flashing early warning to vehicle signage to help keep automobiles off the aircraft aprons, taxiways and runways to avoid possible incursions with aircraft. It will also remove tress from the south of runway 10/28's transitional surface back to 550 feet from the runways center line.

Many aspects of this project will serve dual purposes in terms of airport security and marketability, enhancing the Cities return on investment. The needed fence line and gate repairs as well as the apron lighting and vehicular early warning system will further the goals of the new airport security plan. With apron lighting, additional electrical conduit will be laid in the trenches to provide for future electrical outlets for aircraft parked on the aprons, at a much reduced cost. The tree removal south of runway 10/28 will lower the cost of development on the lease lots that boarder Cope Industrial Way, helping to make them more attractive to future leasee's.

Once the anticipated FAA grant funding is awarded, the City will be reimbursed all of this upfront costs except for the anticipated 6.25% matching funds. The FAA required Independent Fee Estimate for these services was obtained and the original HDL proposal was negotiated lower to within a 1% difference of costs.

Administration's Recommendation:

To approve Action Memorandum No. 19-009 Authorizing the City Manager to Execute a Design and Construction Administrative Services Contract addendum with HDL Engineering Consultants, LLC for the 2019 Airfield Safety Improvements Project in the Amount of \$152,002.00.

PREAPPLICATION/CIP DATA SHEET

Airport Name: Palmer Municipal Airport **Fiscal Year:** 2019
Project Title: Airfield Safety Improvements Project **Revision No:** 1
AIP Project No: 3-02-0211-XXX-XXXX **DUNS No:** 037411071

CIP Work Code			Item Description	Cost in Dollars (\$)
Purpose	Component	Type		
			Airfield Directional Signage Replacement, Perimeter Fence line and Gate Repairs, Apron Lighting, Tree Removal from OFA	\$650,000
			Total Cost:	\$650,000
			Local Share:	\$40,625
			State Share:	
			Federal Share:	\$609,375

Environmental Status:
This project should fall under a Categorical Exclusion (Cat X) with an expected document completion date of no later than March 1, 2019.

Land Title & Exhibit "A" Status:
All Airport Lands in Fee Simple Title Held by the City of Palmer

Airport Layout Plan (ALP) Status:
A New ALP with velums was approval by the FAA on August 22, 2016 with an ALP update approved November 28, 2018.

Status of Legislative or Budget Authority:
Expected date of legislative approval should be no later than March 31, 2019

Open Projects: (Provide Federal Grant Number and Scheduled Close-Out Date)
AIP 3-02-0211-017-2017 RW 16/34 Rehabilitation & Related Improvements, June 30, 2019
AIP 3-02-0211-022-2018 2018 Taxiway Pavement Maintenance Project, January 31, 2019
AIP 3-02-0211-023-2018 Acquire Snow Removal Equipment, March 31, 2019

Project Description:
Project would replace 12 unmaintainable Crouse Hinds airfield directional signs, Repair airport perimeter safety fence line and gates, provide safety lighting on aircraft parking aprons, provide vehicular warning signs to apron access and remove tress in the transitional surface OFS south of RW 10/28.

Project Justification:
The Crouse Hinds mandatory and directional signs have become consistently unmaintainable due to lack of support from the manufacturer. Replacement parts orders have had such extended wait times that they have remained inoperable for up to 7 months at times. The perimeter safety fence has been damaged over time in many places due to frost heaves, storm damage from tree falls, and accidents involving car strikes. Many gates are functionally inoperable due to frost heaves and automobile incursions. All parking aprons at the airport do not have any type of lighting. In winter time conditions with lower light levels, this can present safety challenges for safe aircraft operations to and from apron parking spaces to taxiways and runways. Unauthorized vehicles are entering parking aprons and better signage is needed to avoid incursions with aircraft. Trees need to be removed from the transitional surface of RW 10/28 in compliance with the airports FAA approved Obstacle Action Plan.

Anticipated Impacts to existing FAA Facilities:
No anticipated impacts to the existing FAA facility (Palmer Flight Service Station) at this time.

Certification
To the best of my knowledge and belief, all information shown in this CIP Data Sheet is true and correct and has been duly authorized by the sponsor.

<u>Nathan Wallace</u> Authorized Representative Name (Print or Type)	<u>Frank J. Kelly</u> Contact Name (Print or Type)
_____ Signature	<u>Airport Superintendent</u> Title (Print or Type)
<u>City Manager</u> Title (Print or Type) 907-761-1317	<u>907-761-1334</u> Telephone (Print or Type)
_____ Date:	

December 20, 2018

Frank Kelly, Airport Superintendent
 Chris Nall, Public Works Director
 City of Palmer
 231 W. Evergreen Avenue
 Palmer, Alaska 99645

RE: Proposed Scope and Fee for 2019 Airfield Safety Improvements - *REVISED*
 Warren "Bud" Woods Palmer Municipal Airport – City of Palmer

CIVIL
 ENGINEERING
 GEOTECHNICAL
 ENGINEERING
 TRANSPORTATION
 ENGINEERING
 ENVIRONMENTAL
 SERVICES
 PLANNING
 SURVEYING
 & MAPPING
 CONSTRUCTION
 ADMINISTRATION
 MATERIAL
 TESTING
 REAL ESTATE
 SERVICES

Gentlemen:

HDL Engineering Consultants (HDL) is pleased to present the City of Palmer (Palmer) with this revised scope and fee proposal for engineering services for the 2019 Airfield Safety Improvements project at the Warren "Bud" Woods Palmer Municipal Airport (PAQ). We have teamed with RSA Engineering, Inc. to perform the electrical engineering scope of this project. The work will be performed under our term agreement and will be Task 6.

The proposed project includes four major elements: replacing obsolete aircraft guidance signs, repairing perimeter fencing, installing apron lighting, and clearing trees and vegetation that penetration the Runway 10/28 transitional surface.

Aircraft Guidance Signs. During construction of the Rehabilitate Runway 16/34 & Related Improvements project, HDL prepared a limited design and a Request for Proposal (RFP 9) to replace 12 airport guidance signs. However, the work was not performed and will be included in this project. New signs are necessary because the age of the existing signs makes it difficult to obtain parts. Palmer would like to replace them with LED-lighted signs from the same manufacturer as other, newer guidance signs. The existing concrete bases will be reused, and extended as needed for the new signs.

The RFP design will be reviewed and details added for competitive bidding, including the design and details for new sign bases. The design effort will include analyzing the existing constant current regulator to ensure that it is still within recommended operating parameters with the reduced load of the LED-lighted signs.

Perimeter Fencing. Also during the Rehabilitate Runway 16/34 & Related Improvements project, HDL prepared a limited design and Request for Proposal (RFP 10) to repair the airport's perimeter fence, including several gates. Significant portions of the fence system are in need of repairs of varying degrees, and one additional gate near Apron D is desired. Additionally, Palmer recently requested adding high-visibility warning signs at the ends of the three service roads to reduce unauthorized entry by vehicles and pedestrians into the air operations areas. We anticipate the signs will be illuminated around the perimeter of the sign panel with LED lights powered by a small solar panel. The lights will be remotely triggered by a radio transmitter, similar to an automatic gate opener, and will turn off after a set time. The warning signs will have a custom sign face and will direct vehicles to appropriate viewing and visitor parking areas. Standard aluminum signs will also be provided at the viewing area new

Anchorage	3335 Arctic Boulevard, Suite 100, Anchorage 99503	907.564.2120
Mat-Su	202 West Elmwood Avenue, Palmer 99645	907.746.5230
Kenai Peninsula	10735 Spur Highway, Suite 1B, Kenai 99611	907.283.2051

FSS and three visitor parking areas (near the SRE building, near FSS, and along Service Road D).

The RFP fencing design will be reviewed and details added for competitive bidding. We will also research and specify the lighted sign system, and provide locations and details for the lighted signs and standard signs in the plans and specifications.

Apron Lighting. Palmer also wishes to improve safety around parked and taxiing aircraft by installing apron lighting. Depending on availability of funding, lighting will be added to Aprons A, B, and C and the Large Aircraft Apron, in that order. Lighting will be kept simple, making use of existing facilities where possible, and limiting the number of poles. The design will attempt to maximize the illuminated area; however, balancing the maximum illuminated area with the minimum number of poles may result in the entire apron not being covered. Prior to finalizing the design, illumination calculations with a point by point graph for three alternative layouts will be provided for review. The electrical design will also provide for a future headbolt-heater circuit on Aprons A, B, and C. The design will include a pole foundation and all necessary electrical improvements, including verifying the panel and service to the City-side of the FSS can accept the increased load. The project lighting scope includes:

Flood lighting mounted on:	Facing:	Illuminating:	Powered from:
FSS	N and NW	Apron A	Panel in City-side of FSS
New 30' pole north of Apron B, near end of Evergreen Avenue	S	Apron B	New panel in SRE Building
New 30' pole at SW corner of Apron B	SE and SW N and NE	Apron A Apron B	New panel in SRE Building
New 30' pole at SW corner of Apron C	N and E	Apron C	New panel in SRE Building
New 30' pole at NW corner of Apron C	E and SE	Apron C	New panel in SRE Building
New 30' pole at W edge of LAA, between New Horizons and Ravn	NE and SE	Large Aircraft Apron	New load center and panel from existing overhead power

Clear Runway 10/28 Transitional Surface. During construction of the Rehabilitate Runway 16/34 & Related Improvements project, trees within the Runway 10/28 primary surface (250 feet from the runway centerline) were removed. This project will remove trees and other vegetation from the transitional surface to a distance of 550 feet from the runway centerline. The work will include clearing, grubbing, grading to smooth contours, and seeding with hay mix. The resulting surface would not necessarily be free of roots, sticks, or rocks or would have a thick stand of hay, but would result in an area that is level enough to maintain and is seeded with hay mix. Penetrations to the transitional surface beyond the work limits will likely still exist and will require additional clearing in the future.

HDL will identify the work limits on a plan sheet and will prepare a specification to describe the necessary work and conditions for acceptance.

SCOPE OF WORK

TASK 6.1—ENGINEER’S DESIGN REPORT

HDL will prepare an Engineer's Design Report (EDR) in accordance with FAA Order 5100.38D Article 3-29. It will document the existing conditions, identify the design criteria, document

design choices and provide supporting data and itemized project costs, and document any work to be done without FAA Airport Improvement Program funding assistance. We will prepare and include approximately 35 percent complete plans. The base map for the plans will be prior drawings or an aerial photo; no surveying is anticipated for design of this project.

To prepare cost estimates, we will compute estimated quantities and use historical bid prices for similar work in the Palmer-area. The unit prices will be adjusted for current bidding conditions and engineering judgement. This estimate will be used to determine which, if any, of the apron lighting needs to be bid as an additive alternate to maximize anticipated grant funding.

The draft EDR with preliminary plans and cost estimate will be submitted to Palmer for review. All written EDR review comments will be documented and addressed, and a record of adjudication will be provided with the final, sealed EDR.

TASK 6.2—CONSTRUCTION SAFETY & PHASING PLAN

HDL will prepare a Construction Safety & Phasing Plan (CSPP) per AC 150/5370-2. The CSPP will include drawings depicting limits of work, construction sequencing, haul routes, runway and taxiway safety areas, utilities, disposal areas, stockpile areas, staging areas, and temporary operational areas. Specifications will address contractor communication requirements; construction safety meetings, schedule limitations, and requirements; and lines of authority and organization between Palmer, HDL, the contractor, and FAA.

The draft CSPP will be submitted to Palmer with the draft EDR. We will incorporate and document changes based on Palmer's comments and then submit the draft CSPP to FAA for approval. HDL will incorporate any FAA comments into the final CSPP.

TASK 6.3—FINAL DESIGN

After completion of the EDR, HDL will quickly advance the plans, specifications, and construction cost estimate (PS&E) towards bid-ready documents. Due to the simplicity of the plans, we anticipate only two submittals - 95 percent; and bid-ready. The design and deliverables will comply with FAA Advisory Circulars for airport improvement projects. Plans will be prepared utilizing AutoCAD Civil 3D 2016 for drafting, and deliverables will be in a single hardcopy and as Adobe PDF electronic files ready for printing.

The 95 percent design documents will include draft plans, specifications, and estimate. The documents will be sufficiently complete to fully identify the construction elements and limits, and to provide the details of construction and contractor instructions to clearly describe what is expected and how payment is made for the work elements. The 95 percent PS&E package will be submitted for Palmer's review and comment, then to FAA for review and comment.

Upon receipt of comments from Palmer and FAA, any final revisions will be made and bid-ready documents produced and delivered to Palmer for on-line distribution.

Plans: The plan set will be developed following the drafting standards that we have developed for Palmer and have used on many FAA-funded projects. It will include several site plan drawings to identify the locations of the proposed work, as well as several details sheets. The

base map for the plans will be an aerial photo, with improvements dimensioned from existing improvements; for clearing, we will add contours to show the approximate terrain.

Specifications: The specifications will utilize Palmer's standard bidding and general contract provisions and State of Alaska Standard Specifications for Airports, as approved by FAA. Deviations from standard specifications or FAA design criteria will be summarized in a "Modifications to Standards" memorandum, submitted with the specifications. We anticipate preparing several special provisions to customize the standard specifications to this project.

Estimate: The construction cost estimate will be refined and revised at each submittal phase to account for updates in bid items, quantities, and bid prices. Any lump sum assumptions will be documented.

Quality Control/Quality Assurance: David Lundin, P.E. will be responsible for quality assurance of all documents. He will review all submittals for completeness and accuracy.

TASK 6.4—STAKEHOLDER COORDINATION

HDL will coordinate and conduct one stakeholder coordination meeting during design of the project to give affected parties "reasonable opportunity to provide input," in accordance with FAA Order 5100.38D Article 3-20 Consultation with Airport Users. Additionally, HDL will prepare an article to include in the Airport's April 2019 edition of the quarterly newsletter to provide information about the upcoming construction season to interested stakeholders, as well as a construction update article for the July 2019 newsletter.

TASK 6.5—BIDDING AND GRANT ASSISTANCE

On behalf of Palmer, we will prepare the Invitation to Bid, respond to bidders' questions, conduct a pre-bid conference, issue written addendums, tabulate bids, check proposals for completeness, review bonding and insurance submittals, and provide a written recommendation for award based on the lowest responsive bid.

HDL will draft an FAA grant application and coordinate with FAA so the grant can be awarded as soon as possible after bid opening. We will submit a draft grant application for FAA review based on the engineer's construction cost estimate, and will update the application with the actual bid amount after bid opening.

TASK 6.6— CONSTRUCTION ADMINISTRATION & INSPECTION (CA) SERVICES

HDL will work closely with Palmer to provide CA services in accordance with FAA requirements, including construction monitoring, coordination, administration, inspection, testing, and record drawings. We anticipate the work will occur in 2019 during a 10-week construction performance period.

HDL will coordinate and monitor the day-to-day activities of the project on behalf of the City. David Lundin, P.E. will be the Project Manager. He will have overall responsibility and will coordinate and supervise staff, monitor schedule and budget, and provide quality control review of deliverables. HDL will assign a qualified Project Engineer and Office Engineer for the project. The Project Engineer will be the primary point of contact for construction and will keep the City informed of progress, field directives, and changes as they arise and will prepare

weekly written status reports. The Office Engineer will assist the Project Engineer with office tasks; Inspection duties will be shared between the Project Engineer and Office Engineer.

Construction Start-up. HDL will conduct a pre-construction conference and will review material and equipment submittals, shop drawings, samples, and quality control submittals.

Project Administration. HDL will review administrative submittals, schedules, and contract closeout submittals. We will prepare a Construction Management Program in accordance with FAA requirements. HDL will conduct formal weekly construction meetings and will frequently meet informally with the Contractor and Palmer to assist in coordinating the work. We will review and respond to Design Clarification/Variation Requests (DCVR) from the contractor. We will assist Palmer with change order negotiations for additional or unanticipated work and secure FAA approval before authorizing change order items on grant-eligible work. We will assist Palmer with FAA coordination. We will review pay requests, verify quantities, and make recommendations for payment. We will issue and cancel NOTAMs, as authorized by the Airport Superintendent.

Construction Inspection. We anticipate the majority of the fieldwork will occur during a six-week period, during which HDL will provide part-time construction inspection. We will also provide periodic inspection for an additional two weeks during final completion of the work.

Our Inspectors will observe and document the construction on behalf of Palmer. We anticipate providing up to 30 hours per week of inspection, with no overtime; actual hours will depend upon the Contractor's schedule, the type of work being performed, and the level of documentation required. Documentation will include photographs and daily reports detailing the equipment, labor, inspections, and activities occurring each day. We will provide copies of daily reports on a weekly basis, if requested. HDL will also conduct formal substantial and final completion inspections jointly with Palmer and prepare a substantial completion inspection report and list of deficient items.

Quality Assurance testing is not anticipated; however, we have included two days of density testing and a \$500 allowance for miscellaneous laboratory testing in our fee estimate.

Closeout. For construction closeout, HDL will review the contractor's construction markups and will prepare electronic record drawings. We will also update the airport's master electrical drawing to include changes made in this and the previous two projects. We will submit record drawings to Palmer and FAA on Mylar and in Adobe PDF format. We will request a release of liens and claims statement from the contractor and will distribute a project completion and acceptance certificate for execution.

For grant closeout, HDL will provide a bound Project Closeout Report for the FAA grant in accordance with FAA requirements.

ASSUMPTIONS

The following assumptions were used in developing this fee proposal:

1. No surveying for is anticipated. These improvements will be located on plans relative to existing visible improvements and field verified during construction by the engineer.
2. No geotechnical investigation is anticipated. We will utilize our previous geotechnical investigations and local knowledge to design the pole foundation.

3. Environmental clearance has been obtained by Palmer.
4. The project will be bid in one package, one time, using additive alternates where needed to maximize the use of available funding. Alternates, if any, will be determined from the 35 percent submittal.
5. CA services are estimated based on the scope of construction identified in this proposal. If the scope of construction changes, the construction-phase scope and fee will need to be revisited.

SCHEDULE

Upon Notice to Proceed (NTP), we will commence the work as soon as possible. Based on a January 2019 NTP, we anticipate being bid-ready in April 2019.

FEE

We propose to provide the aforementioned design and CA services for a budget not to exceed **\$152,002** on a time and expenses basis using our published hourly labor rates and receiving reimbursement for project expenses at cost plus 10%. See the attached worksheet for a detailed breakdown of the budget estimate.

The level of effort required for CA services is highly dependent on the cooperation and skill of the contractor; the methods and equipment the contractor employs; the weather; the amount of rejected workmanship that must be retested; and the schedule he decides to work. None of these conditions is within HDL's control. We have prepared this estimate taking an optimistic view of potential difficulties based on our current understanding of the project and have not included budget for overtime, claim negotiation, protracted disputes, repeated retesting, or if the contractor's work extends beyond the contract construction period. Our CA services fee is a budget level estimate based on the above-discussed services and schedule. Anything to the contrary may result in additional cost to our work.

Thank you for your confidence and we look forward to continuing our work with the Palmer Airport. Please contact me if you have any questions.

Sincerely,

HDL ENGINEERING CONSULTANTS, LLC



David Lundin, PE
Principal Civil & Environmental Engineer

attach: Proposed Fee Worksheet (dated 12/20/18)
RSA Engineering, Inc. proposal (dated 11/9/18)

