

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
February 12, 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. **Action Memorandum No. 19-011:** Authorizing the City Manager to Purchase One New Light Duty Pickup Truck in the Amount of \$31,654.00 for the Water/Wastewater Division Page 3
 - b. **Action Memorandum No. 19-012:** Authorizing the City Manager to Purchase One New Light Duty Pickup Truck in the Amount of \$42,673.00 for the Solid Waste/Parks Division.... Page 7
 - c. **Action Memorandum No. 19-013:** Authorizing the City Manager to Execute a Contract with Cree Lighting c/o Arctic Sales, Inc for 26 LED Street Light Luminaries for a Total Cost of \$15,170.00 Page 11
 - d. **Action Memorandum No. 19-014:** Authorizing the City Manager to Execute a Contract with Sternberg Lighting c/o Arctic Sales, Inc for 22 LED Decorative Street Light Luminaries for a Total Cost of \$30,624.00 Page 15
 - e. **Action Memorandum No. 19-015:** Authorizing the City Manager to Sign Amendment No. Four to the Contract for Visitors Information Services Awarded to the Palmer Museum of History and Art on March 10, 2015, to Reflect 2019 Payments Page 19
 - f. **Action Memorandum No. 19-016:** Authorizing the City Manager to Sign Amendment No. Seven to the Contract Awarded to the Palmer Museum of History and Art on February 14, 2012, for Curatorial, Archival, and Museum Services to Reflect 2019 Payments..... Page 33
 - g. **Action Memorandum No. 19-017:** Authorizing the City Manager to Purchase Golf Carts from the Anchorage Golf Course..... Page 45
 - h. **Action Memorandum No. 19-018:** Confirming the Mayor's Nomination of Marilyn Bennett to the Parks, Recreation and Cultural Resources Advisory Board with a Term Ending October 31, 2019 Page 47
2. Approval of Minutes of Previous Meetings
 - a. January 8, 2019, Regular Meeting..... Page 49
 - b. January 15, 2019, Joint Meeting with Airport Advisory Commission..... Page 53

E. REPORTS

1. City Manager's Report
2. City Clerk's Report Page 57
3. Mayor's Report Page 65
4. City Attorney's Report

F. AUDIENCE PARTICIPATION

G. PUBLIC HEARING

1. **Resolution No. 18-001-B:** Amending the 2018 City of Palmer Budget for the Fiscal Year Ending December 31, 2018 Page 67
2. Joint Public Hearing for:
 - a. **Resolution No. 19-008:** Accepting and Appropriating the 2019 State of Alaska High Visibility Enforcement Overtime Grant 405d M5HVE-19-01-FA(A)-10 in the Amount of \$16,120.00 to be Used for High Visibility DUI Enforcement Activities by the Palmer Police Department Page 77
 - b. **Resolution No. 19-009:** Accepting and Appropriating the 2019 State of Alaska High Visibility Click It or Ticket Enforcement Grant 402PT-19-06-00 (A)-8 in the Amount of \$2,080.00 to be Used for High Visibility Seatbelt Enforcement Activities by the Palmer Police Department Page 87
3. **Resolution No. 19-010:** Appropriating \$13,134.00 for the Purchase of a VENTRAC Sidewalk Snow Vehicle (SSV) and Attachments and Authorizing the City Manager to Purchase a VENTRAC SSV with Attachments in the Amount of \$27,966.85 Page 97

H. NEW BUSINESS

1. **Action Memorandum No. 19-019:** Approving a Council Community Grant in the Amount of \$5,000.00 to the YAK for Renovations Page 113
2. **Action Memorandum No. 19-020:** Authorizing the City Manager to Negotiate and Execute a Management Services Contract with Eagle Golf Course Management, LLC Page 121
3. **Action Memorandum No. 19-021:** Authorizing the City Manager to Contribute \$5,000.00 to the Alaska Municipal League (AML) to Support a Working Group Charged with Establishing a Centralized Sales Tax Administrator for Remote Sellers Page 135
4. **Action Memorandum No. 19-022:** Directing the City Clerk to Notify the State of Alaska of the City Council’s Statement of Non-Objection to Liquor License No. 2098 for Oaken Keg, Located at 644 W. Evergreen Avenue Page 139

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
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
Action Memorandum No. 19-011**

Subject: Authorizing the City Manager to Purchase One New Light Duty Pickup Truck in the Amount of \$31,654.00 for the Water/Wastewater Division

Agenda of: February 12 , 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>01/07/2019</u>
_____	Fire	_____	_____
_____	Police	_____	_____
<u> √ </u>	Public Works	<u><i>[Signature]</i></u>	<u>01/07/2019</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: \$ 42,673.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>42,673.00</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>24-50-01-6253</u>	<u>\$40,600</u>
<input type="checkbox"/>	Not budgeted		<u>02-01-10-6053</u>	<u>\$2,073</u>

Director of Finance Signature: *[Signature]*

Attachment(s):

- Vehicle Quote Sheet – Water/Sewer
- State of Alaska contract cover sheet

Summary Statement/Background:

In the 2019 City of Palmer Council approved budget, funds were budgeted for the purchase of one new light duty pickup truck for the Department of Public Works Water/Wastewater division.

Palmer Municipal Code allows for governmental and proprietary procurements. A sole source purchase as provided in PMC 3.21.230 A.3., is appropriate in this case to assure the procurement of equipment that is consistent with the previous vehicle purchases to reduce repair part inventory and improve efficiency in maintaining these trucks.

Quotes were solicited from the 2 Alaskan Ford dealerships and Kendall Ford was the only responsive vendor.

Kendall Ford stated they would honor Alaska State Contract pricing from 2018 which has been used previously for city vehicle purchases. This contract has expired without a current replacement.

This action memorandum requests authorization to purchase one new pickup truck from Kendall Ford in Wasilla using the State of Alaska contract pricing. The truck will be equipped with a service box for safe and secure tool storage.

Administration's Recommendation:

To approve Action Memorandum No. 19-011 authorizing the purchase of one new light duty pickup truck for the Department of Public Works Water/Wastewater Division.

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508	CONTRACT AWARD NUMBER CA1900-14-1
ORDERING DEPARTMENT: HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX	DATE OF CONTRACT: OCTOBER 24, 2013 DATE INITIAL CONTRACT BEGINS: OCTOBER 24, 2013 DATE INITIAL CONTRACT ENDS: OCTOBER 31, 2018 NUMBER & PERIOD OF RENEWALS: 5 YEAR CONTRACT RENEWALS EXPIRE (MO/YR): OCTOBER 31, 2018 ISSUED IN ACCORDANCE WITH BID # SEF- 1900 DATED: SEPTEMBER 10, 2013 ESTIMATED VALUE OF INITIAL TERM: \$1,000,000.00	
CONTRACTOR: CAL WORTHINGTON FORD ADDRESS: 431 UNGA STREET ANCHORAGE, ALASKA 99501 CONTACT NAME: RAY MARCUM PHONE NUMBER: 907-793-8213 E-MAIL: FLEETOIL@AOL.COM		
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		
LIGHT DUTY VEHICLE CONTRACT SECTION I SPECIAL TERMS & CONDITIONS SECTION II STANDARD TERMS & CONDITIONS SECTION III SPECIFICATIONS SECTION VI BID PRICE SCHEDULE		
CONTRACTING AUTHORITY NAME & TITLE DUANE FELTON, CONTRACTING OFFICER II	SIGNATURE	
CONTRACTOR AUTHORITY NAME RAY MARCUM	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. 92-501185. Items are for the exclusive use of the State and not for resale.		

Standard Equipment: Class 146XC 1 Ton Extended Cab 4x4	Replacing Vehicle:
Color: OEM White (Any other color requires prior authorization)	
Darkest of OEM Manufactures Standard Cloth Upholstery Interior (cloth or	
Seating for minimum of five (5) including driver	
Knaphiede Service Body	
GVWR: Minimum 9,900 Pounds	
Four Wheel Drive (4x4)	
Engine: Gas V8	
40/20/40 Split Bench Cloth Front Seat	
Manufactures Standard Cloth Rear Seat	
Rubberized Vinyl Flooring	
Air Conditioning	
Cruise Control/Tilt Wheel	
Power Windows/Power Door Locks	
Keyless Remote Entry w/ 2 Fobs	
Mirrors: Outside - Trailer Tow Power/Heated mirrors left and right, driver adjustable	
OEM Up-Fitter Switches	
Snow Plow Prep Package	
OEM or Dealer Installed Auto Start	
OEM Trailer Hitch Package	Kendall Ford
OEM Trailer Brake Controller	Contact: Ray Marcum
	431 Unga Street
	Anchorage, Alaska 99501
	Phone: 793-8213
	Fax: 793-8255
	raymarcum@kendallauto.c
	Model: F350 XL
	Model: X3B
	Engine: 6.2 V-8
	\$ 42,673.00

**City of Palmer
Action Memorandum No. 19-012**

Subject: Authorizing the City Manager to Purchase One New Light Duty Pickup Truck in the Amount of \$42,673.00 for the Solid Waste/Parks Division

Agenda of: February 12, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>1/10/19</u>
_____	Fire	_____	_____
_____	Police	_____	_____
<u>X</u>	Public Works	<u><i>[Signature]</i></u>	<u>1/10/19</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: \$ **31,654.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>31,654.00</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>05-01-10-6053</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: *[Signature]*

Attachment(s):

- Vehicle Quote Sheet – Solid Waste / Parks
- State of Alaska contract cover sheet

Summary Statement/Background:

In the 2019 City of Palmer Council approved budget, funds were budgeted for the purchase of one new light duty pickup truck for the Department of Public Works Solid Waste / Parks Division.

Palmer Municipal Code allows for governmental and proprietary procurements. A sole source purchase as provided in PMC 3.21.230 A.3., is appropriate in this case to assure the procurement of equipment that is consistent with the previous vehicle purchases to reduce repair part inventory and improve efficiency in maintaining these trucks.

Quotes were solicited from the 2 Alaskan Ford dealerships and Kendall Ford was the only responsive vendor.

Kendall Ford stated they would honor Alaska State Contract pricing from 2018 which has been used previously for city vehicle purchases. This contract has expired without a current replacement.

This action memorandum requests authorization to purchase one new pickup truck from Kendall Ford in Wasilla using the State of Alaska contract pricing. The truck will be equipped with a flat bed and lift gate at later date for safe movement of dumpsters and other items during clean up days and summer park maintenance.

Administration's Recommendation:

To approve Action Memorandum No. 19-012 which authorizes the City Manager to purchase one new light duty pickup truck for the Department of Public Works Solid Waste/Parks Division.

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508	CONTRACT AWARD NUMBER: CA1900-14-1
ORDERING DEPARTMENT: HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX	DATE OF CONTRACT: OCTOBER 24, 2013 DATE INITIAL CONTRACT BEGINS: OCTOBER 24, 2013 DATE INITIAL CONTRACT ENDS: OCTOBER 31, 2018 NUMBER & PERIOD OF RENEWALS: 5 YEAR CONTRACT RENEWALS EXPIRE (MO/YR): OCTOBER 31, 2018 ISSUED IN ACCORDANCE WITH BID # SEF- 1900 DATED: SEPTEMBER 10, 2013 ESTIMATED VALUE OF INITIAL TERM: \$1,000,000.00	
CONTRACTOR: CAL WORTHINGTON FORD ADDRESS: 431 UNGA STREET ANCHORAGE, ALASKA 99501 CONTACT NAME: RAY MARCUM PHONE NUMBER: 907-793-8213 E-MAIL: FLEETOIL@AOL.COM		
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		
LIGHT DUTY VEHICLE CONTRACT SECTION I SPECIAL TERMS & CONDITIONS SECTION II STANDARD TERMS & CONDITIONS SECTION III SPECIFICATIONS SECTION VI BID PRICE SCHEDULE		
CONTRACTING AUTHORITY NAME & TITLE DUANE FELTON, CONTRACTING OFFICER II	SIGNATURE 	
CONTRACTOR AUTHORITY NAME RAY MARCUM	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. 52-601185. Items are for the exclusive use of the State and not for resale.		

CLASS 146
EXTENDED CAB SRW
1 TON 4X4

USE CLASS 164 IF DUAL REAR WHEELS

Standard Equipment: Class 146XC 1 Ton Extended Cab 4x4

Color: OEM White (Any other color requires prior authorization)
 Darkest of OEM Manufactures Standard Cloth Upholstery Interior (cloth or cloth with
 Seating for minimum of five (5) including driver
 8-Foot Bed (Long Box)
 GVWR: Minimum 9,900 Pounds
 Four Wheel Drive (4x4)
 Engine: Gas V8
 40/20/40 Split Bench Cloth Front Seat
 Manufactures Standard Cloth Rear Seat
 Rubberized Vinyl Flooring
 Air Conditioning
 Cruise Control/Tilt Wheel
 Power Windows/Power Door Locks
 Keyless Remote Entry w/ 2 Fobs
 Mirrors: Outside - Trailer Tow Power/Heated mirrors left and right, driver adjustable
 OEM Up-Fitter Switches
 Snow Plow Prep Package
 Spray in Bed Liner
 OEM Trailer Hitch Package



Kendall Ford
 Contact: Ray Marcum
 431 Unga Street
 Anchorage, Alaska 99501
 Phone: 793-8213
 Fax: 793-8255
raymarcum@kendallauto.com

Model: F350 XL
Model: X3B
Engine: 6.2 V-8
\$ 31,654.00
Ford

300000143

AVAILABLE OPTIONS	
0	Turbo Diesel Engine
0	6.5' Bed (Standard Box)
0	Cloth Bucket Seats with Console (See Dealer Notes)
0	OEM Stereo with CD and Hands Free Communication System
0	OEM Backup Camera system
0	OEM Trailer Brake Controller
0	Privacy Glass For Law Enforcement Only
0	OEM or Dealer Installed Auto Start
0	Anti-Freeze-Long Life Coolant to a minimum -50 degree protection
0	Shipping to Fairbanks
0	Shipping to Juneau (See Dealer Notes for Non State of Alaska Purchases)

1=yes
0=no

\$31,654.00
Don't Purchase

SOLID WASTE 2019 TRUCK

**City of Palmer
Action Memorandum No. 19-013**

Subject: Authorizing the City Manager to Execute a Contract with Cree Lighting c/o Arctic Sales, Inc for 26 LED Street Light Luminaries for a Total Cost of \$15,170.00


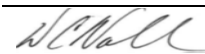
Agenda of: February 12, 2019

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


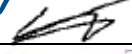
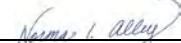
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		1/10/19
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works		1/10/19

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **15,170.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 15,170.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 08-01-10-7166
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Quote from Cree Lighting c/o Arctic Sales

Summary Statement/Background:

Staff is requesting the approval to purchase 26 new LED Street Light Luminaries direct from Cree Lighting. Arctic Sale has provided lump sum a quote of \$15,170.00 for 26 Cree STRLWY and BXSP to fit existing horizontal Tenon mounted light poles.

The Department of Public Works will remove existing Beta Area parking lot light luminaries (test lights installed 7-8 years ago) and install new LED street light luminaries on Felton Street, South Cobb Streets.

Palmer Municipal Code allows for governmental and proprietary procurements. A sole source purchase as provided in PMC 3.21.230 A.3., is appropriate in this case to assure the procurement of equipment that is consistent with the previous light fixture purchases to reduce repair part inventory and improve efficiency in maintaining these fixtures.

Administration's Recommendation:

To approve Action Memorandum No. 19-013 which authorizes the City Manager to Execute a Contract with Cree Lighting c/o Arctic Sales, Inc for 26 LED Street Light Luminaries for a Total Cost of \$15,170.00.

Date: Jan 9, 2019

Quote: ARCT19-1238-1

Quote

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Arctic Sales, Inc.
12330 Old Glenn HWY Unit 8
Eagle River AK 99577
Phone: 907-694-7424
Fax: N/A

From: Mike Schnell
Quoter Ph: 907-694-7424
Email: arctic@arcticsales.net

CREE C/O ARCTIC SALES, INC.

Project City of Palmer - 1-9-18 RFQ
Location Palmer AK
Quote ARCT19-1238-1

To: Greg Wickham
EEmail: gwickham@palmerak.org

For
Bid Date Jan 9, 2019
Expires Feb 8, 2019

QTY	Type	MFG	Part	Price	UQ	ExtPrice
8		CREE	STR LWY 3M HT 08 E UL SV 525 R 120-277V Driver, PhotoCell Receptacle Included Line Note: 10 Year Warranty Included. 5000 Hr. Salt Spray Tested Luminaire And Finish.	\$730.00		\$5,840.00
8		CREE	STR LWY 3M HT 08 E UH SV 525 347-480V Driver. WITHOUT PE Receptacle Line Note: 10 Year Warranty Included. 5000 Hr. Salt Spray Tested Luminaire And Finish.	\$785.00		\$6,280.00
10		CREE	BXSP B HT 2ME A 57K UL SV R 120-277V Driver, PhotoCell Receptacle Included. Line Note: 10 Year Warranty Included. 5000 Hr. Salt Spray Tested Luminaire And Finish.	\$305.00		\$3,050.00
Total:						\$15,170.00

Notes:

Cree freight allowed to Palmer.
Estimated lead time 4-6 weeks.

Terms and conditions of sale:

Quote is valid for 30 days. Any material changes requires re-quote.
*Please reference quote # on purchase order.

**City of Palmer
Action Memorandum No. 19-014**

Subject: Authorizing the City Manager to Execute a Contract with Sternberg Lighting c/o Arctic Sales, Inc for 22 LED Decorative Street Light Luminaries for a Total Cost of \$30,624.00



Agenda of: February 12, 2019

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


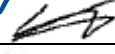
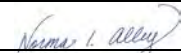
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		1/10/19
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works		1/10/19

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **30,624.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 30,624.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 08-01-10-7166
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Quote from Sternberg Lighting c/o Arctic Sales

Summary Statement/Background:

Staff is requesting the approval to purchase 22 new Decorative LED Street Light Luminaries direct from Sternberg Lighting. Arctic Sale has provided lump sum a quote of \$30,624.00 for 22 Sternberg PT-1130BLED-5P-4A1R62T5-MDHO3-A/BK to Slip Fit 3" OD X 3" Tenon fit for existing decorative light poles.

The Department of Public Works will remove existing high-pressure sodium street light luminaries and install new LED street light luminaries at Palmer Train Depot, Mountain Rose Subdivision, and Mountain Rose East Subdivision.

Palmer Municipal Code allows for governmental and proprietary procurements. A sole source purchase as provided in PMC 3.21.230 A.3., is appropriate in this case to assure the procurement of equipment that is consistent with the previous light fixture purchases to reduce repair part inventory and improve efficiency in maintaining these fixtures.

Administration's Recommendation:

To approve Action Memorandum No. 19-014 which authorizes the City Manager to Execute a Contract with Sternberg Lighting c/o Arctic Sales, Inc for 22 LED Decorative Street Light Luminaries for a Total Cost of \$30,624.00.

Date: Jan 9, 2019

Quote: ARCT19-1237-2

Quote

Page 1/1

Arctic Sales, Inc.
12330 Old Glenn HWY Unit 8
Eagle River AK 99577
Phone: 907-694-7424
Fax: N/A

From: Mike Schnell
Quoter Ph: 907-694-7424
Email: arctic@arcticsales.net

STERNBERG C/O ARCTIC SALES, INC.

Project City of Palmer - 1-9-18 RFQ
Location Palmer AK
Quote ARCT19-1237-2

To: Greg Wickham
Email: gwickham@palmerak.org

For
Bid Date Jan 9, 2019
Expires Feb 8, 2019

QTY	Type	MFG	Part	Price	UQ	ExtPrice
22		STERNBERG	PT-1130BLED-5P-4A1R62T5-MDH03-A/BK	\$1,392.00		\$30,624.00
	Note		TO MATCH ORDER C39599			
Total:						\$30,624.00

Notes:

Sternberg feight allowed to Palmer.
Estimated lead time 10-12 weeks.

Terms and conditions of sale:

Quote is valid for 30 days. Any material changes requires re-quote.
*Please reference quote # on purchase order.

**City of Palmer
Action Memorandum No. 19-015**

Subject: Authorizing the City Manager to Sign Amendment No. Four to the Contract for Visitors Information Services Awarded to the Palmer Museum of History and Art on March 10, 2015, to Reflect 2019 Payments

Agenda of: February 12, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
<u> ✓ </u>	Community Development	<u><i>Bradley Huer</i></u>	<u>January 15, 2019</u>
<u> </u>	Finance	<u> </u>	<u> </u>
<u> </u>	Fire	<u> </u>	<u> </u>
<u> </u>	Police	<u> </u>	<u> </u>
<u> </u>	Public Works	<u> </u>	<u> </u>

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>JM Galt</i></u>	<u> </u>
City Attorney	<u><i>[Signature]</i></u>	<u> </u>
City Clerk	<u><i>Neema L. Alley</i></u>	<u> </u>

Certification of Funds:

Total amount of funds listed in this legislation: \$ **70,115.00**

This legislation (✓):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ <u> </u>
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>70,115.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ <u> </u>
<input type="checkbox"/>	Has no fiscal impact	

Funds are (✓):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-01-20-6030 Contractual Services</u>
<input type="checkbox"/>	Not budgeted	<u> </u>

Director of Finance Signature: *[Signature]*

Attachment(s):

- Amendment No. 4 to Contract for Visitor Information Services
- Contract for Visitor Information Services approved March 10, 2015

Summary Statement/Background:

Approval of this Action Memorandum will authorize this year’s payments to the Palmer Museum of History and Art (PMHA) for Visitors’ Information Services as approved in the FY2019 Budget on December 11, 2018. The \$70,115.00 approved for FY2019 is no change from FY2018.

The City requires the Visitor Information Center to be open seven days a week from May through September and further requires that at least two PMHA staff members are in the Center during hours of operation.

The City’s original contract with the Palmer Museum of History and Art to staff and operate the Visitors’ Information Center was signed on March 24, 2009. There were five one-year extensions to the 2009 contract before the city published a notice for a Request for Proposals for this professional service in January, 2015. The current contract was awarded to the Palmer Museum of History and Art on March, 2015 and shall expire on 12/31/2019 with the ability to grant two one-year extensions.

The following table shows the history and compensation in the current contract for these services.

<u>Document</u>	<u>Approved by Council</u>	<u>Action Memorandum</u>	<u>Compensation</u>
Contract for Services	March 10, 2015	AM 15-027	\$ 61,400
Amendment #1	February 9, 2016	AM 16-017	\$ 61,400
Amendment #2	February 28, 2017	AM 17-014	\$ 70,115
Amendment #3	March 1, 2018	AM 18-024	\$ 70,115

Administration’s Recommendation:

To approve Action Memorandum No. 19-015 Authorizing the City Manager to sign Amendment 4 to the Contract for Visitors Information Services awarded to the Palmer Museum of History and Art on March 10, 2015 to reflect payments for 2019.

Contract
For
Visitor Information Services

AMENDMENT NO. 4

This Amendment, dated _____, 2019 amends the Contract for Visitor Information Services dated March 19, 2015, between the City of Palmer (City) and the Palmer Museum of History and Art (PMHA), as follows:

The payment schedule outlined in Section 5. A. Compensation is amended to read as follows to reflect the following payment dates in 2019:

- A. Subject to the provisions of this contract, as compensation for all of the Contractor's services, the City shall pay Contractor the amount of \$70,115. The City shall pay as follows:

At signing	\$25,115
May 1, 2019	\$15,000
June 1, 2019	\$10,000
July 1, 2019	\$10,000
August 1, 2019	<u>\$10,000</u>
TOTAL	\$70,115

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

Nathan Wallace, City Manager

Patricia R. Chesbro, President

Date

Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2019, Patricia R. Chesbro personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____

3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Amendment No. 4 of the Contract for Visitor
Information Services between the City and the Palmer Museum of History and Art and
she acknowledged that she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2019, Nathan Wallace, City Manager, personally appeared before me,
who is personally known to me, to be the signer of the above document, and he acknowledged
that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

**Contract for
Visitor Information Services**

This is a Contract made and entered into effective March 19, 2015 by and between the City of Palmer (City), an Alaska municipal corporation, and the Palmer Museum of History and Art (Contractor).

The parties agree as follows:

Section 1. Employment of Contractor.

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth. Contractor accepts the relationship of trust and confidence between it and the City and agrees to perform the services under this Contract with due diligence, due care, and in a good and professional manner.

Section 2. Scope of Work.

Contractor shall perform all the services provided for by this Contract which are described with particularity in this section:

- A. The full time and best efforts of the Contractor as an independent contractor of the City shall be expended to operate and manage the City's Visitor Information Center in accord with industry best practices and City budgets, as adopted and amended from time to time.
- B. Contractor shall provide visitor information services at the Palmer Visitor Information Center (VIC) between the hours of 9:00 a.m. to 6:00 p.m., seven days a week, for the period of May 1 through September 30 of each year. The service will begin on May 1, 2009.
- C. Contractor shall provide visitor information services such as information and/or brochures about lodging, restaurants and attractions in the general area; knowledgeable information about local goods and services; directions as requested; providing historical information about the Palmer area; to the public in a respectful, and helpful manner at the VIC for the period of the contract.
- D. Contractor shall provide adequate staff to be available to provide visitors with the above listed information. Contractor will provide its employee, at its expense, with a training course in the provision of visitor information services. (Such as courses offered by the Mat-Su Visitors and Convention Bureau and the State of Alaska Department of Commerce.)
- E. Contractor shall provide, without charge, visitor information handout materials, such as brochures, directories or lists, focusing on the greater Palmer area. Guidebooks, books and maps may be sold by Contractor. Other items may be offered for sale with the City's approval.

- F. Contractor shall provide telephone and email contacts for information requests and inquiries by the public for both the part of the year the VIC is open as well as the part of the year that it is closed. This may be by use of a high-quality telephone answering machine. The outgoing message shall be approved by the City. Incoming messages are to be retrieved and responded to on a daily basis during each week. Compliance with this immediate call back/respond requirement shall be an on-going this contract evaluation factor between the City and the Contractor.
- G. Contractor will establish and maintain a website under the auspices of the City's website (www.cityofpalmer.org). This website will be owned and paid for by the City and will remain the property of the City at any termination of this contract. The City will provide training to one of Contractor's employees on the use of the website. The City must approve the general content of the website, including any links to businesses.
- H. KEY PROVISION. The City demands that Contractor provide courteous and responsive service to the public through personable and friendly answering of questions and dissemination of information about the City of Palmer, the history of Palmer and the region, as well as about local businesses and attractions in the City and greater Palmer area. The City requires that Contractor provide competent and friendly staff at all operating hours with at least two (2) knowledgeable and trained individuals, on-scene at all open hours, to accomplish the above services. Contractor will conduct on-going quality assurance testing throughout the summer in order to provide consistent, high-quality, visitor information services to meet the requirements listed in this contract.
- I. The City will be responsible for routine maintenance of the VIC building, such as entrance area snow removal, trip and fall safety mitigation, replacing light bulbs. The City shall also be responsible for exterior building and grounds maintenance (including all window washing), and maintenance and repair of the building structure, and major VIC fixtures, which are defined as heating system, the plumbing system, and major electrical work. Contractor shall be responsible for janitorial service (cleaning floors, restrooms; emptying trash).
- J. The City will be responsible for payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and basic phone service. Contractor will be responsible for long distance phone charges. The installed telephone system and phones will remain the property of City.

Section 3. Insurance.

- A. Contractor shall provide the City with a Certificate of Insurance for a minimum of \$1,000,000 per event of Commercial General Liability insurance which names the City as an additional named insured, with thirty (30) days prior notice of cancellation. In addition, the Contractor will provide the City with proof of Workers Compensation insurance for its employees.
- B. Contractor shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to

the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- C. A lapse in insurance coverage is a material breach of this Contract which shall result in immediate termination of the agreement, pursuant to Section 6.

Section 4. Time of Performance.

The services of Contractor shall commence on March 31, 2015, and shall terminate on December 31, 2019. The period of performance may be extended for two (2) additional one-year periods, beginning on January 1 and ending on December 31 of the year of the extension, only by the mutual written agreement of the parties and the approval of the Palmer City Council.

Section 5. Compensation.

- A. Subject to the provisions of this Contract, as compensation for all of Contractor's services, the City shall pay Contractor the amount of \$61,440. The City shall pay Contractor as follows:

At signing	\$15,440
May 1	\$15,000
June 1	\$10,000
July 1	\$10,000
August 1	\$11,000

- B. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to Contractor in connection with performance of its Contract duties; provided, however, that Contractor shall be able to use the Visitor Information Center property to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs Contractor may incur in the performance of its obligations under this Contract have already been included in computation of Contractor's fee and may not be charged to the City.

Section 6. Termination of this Contract for Cause.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the contractor under this contract are the property of the City and shall be delivered to the City by or upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with the payment provision of section 5, pro rata to the effective date of termination only for work completed to the City's satisfaction in accordance with Section 2 and the other terms of this Contract.

Section 7. Termination for Convenience of City.

The City may terminate this Contract at any time by giving written notice to the contractor of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 6 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. Contractor shall be entitled to receive compensation in accordance with the payment provisions of Section 5, pro rata to the effective date of termination only for work completed to the City's satisfaction in accordance with Section 2 and the other terms of this Contract. If this Contract is terminated due to the fault of the Contractor, Section 6 of this Contract shall govern the rights and liabilities of the parties.

Section 8. Causes Beyond Control.

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

Section 9. Modification.

The parties may mutually agree to modify the terms of the contract. Modifications to this Contract shall be incorporated into this Contract by written amendments.

Section 10. Equal Opportunity.

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

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

- B. Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 10 (A) for applicants for employment and employees as the City may require.

Section 11. Interest of Members of City and Others.

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

Section 12. Assignability.

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

Section 13. Interest of Contractor.

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

Section 14. Findings Confidential.

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

Section 15. Officials Not to Benefit.

No members of the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Contract. No member of the legislature or officer of the state of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Contract.

Section 16. Audits and Inspections.

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

Section 17. Non-Waiver.

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

Section 18. Permits, Laws, and Taxes.

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

Section 19. Relationship of the Parties.

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

Section 20. Contract Administration.

The City Manager, or designee, will be the representative of the City administering this Contract.

Section 21. Integration.

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

Section 22. Defense and Indemnification.

Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under Contract. Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent

negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/subcontractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Section 23. Interpretation and Enforcement.

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

Section 24. Understanding.

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

Section 25. Severability.

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

Section 26. Jurisdiction, Choice of Law.

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

Section 27. Miscellaneous.

- A. Contractor shall comply with all laws and ordinances and any lawful regulations or orders of any regulatory board, commission or agency of the City of Palmer, the Matanuska-Susitna Borough, the State of Alaska, or the Federal Government relating in any way to its duties and responsibilities under this Contract.
- B. Contractor shall not solicit, accept, or attempt to accept any kickback. The term kickback means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Contractor, any relative by blood or marriage of Contractor, any person having a financial relation with Contractor, or any employee of Contractor for the purpose of improperly obtaining or rewarding favorable treatment in connection with Contractor's duties and responsibilities under this Contract.

Section 28. Notices.

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

City:

Contractor:

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

Executive Director
Palmer Museum of History and Art
723 S. Valley Way
Palmer, AK 99645

Section 29. Counterparts.

Contract may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 30. Survival of Representations and Warranties.

The representations, warranties, covenants, and agreements of the parties under Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of Contract.

Section 31. Fund Verification.

Fund source and verification of funds for this project:

Funding Source: 01-01-20-6030

Joshua Cheese
Verified by

3/19/15
Date

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

Ja Ho
City Manager

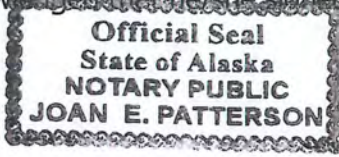
Anne Lane
Anne Lane, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On March 19, 2015, Anne Lane personally appeared before me,

- 1. [] who is personally known to me
- 2. [] whose identity I proved on the basis of Alaska Driver's License
- 3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Contract for Visitor Information Services

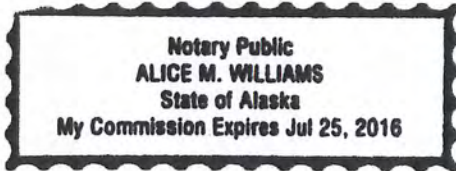
between the City and Visitor Information Services and he/she acknowledged that he/she signed it.



Joan E. Patterson
Notary Public
My Commission expires: With Office

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On March 19, 2015, Joe Hannan, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams
Notary Public
My Commission expires: Jul 25, 2016

**City of Palmer
Action Memorandum No. 19-016**

Subject: Authorizing the City Manager to Sign Amendment No. Seven to the Contract Awarded to the Palmer Museum of History and Art on February 14, 2012, for Curatorial, Archival, and Museum Services to Reflect 2019 Payments

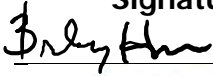

Agenda of: February 12, 2019

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


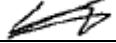
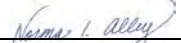
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
<u>✓</u>	Community Development	<u></u>	<u>January 15, 2019</u>
<u>✓</u>	Finance	<u></u>	<u>01-15-19</u>
_____	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: \$ **46,200.00**

This legislation (✓):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 46,200.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): 01-01-20-6030 Contractual Services
- Not budgeted _____

Director of Finance Signature: 

Attachment(s):

- Amendment No. 7 to Contract for Curatorial, Archival and Museum Services
- Contract approved February 14, 2012

Summary Statement/Background:

Approval of this Action Memorandum will authorize this year's payments as approved in the FY2019 Budget on December 11, 2018, to the Palmer Museum of History and Art (PMHA) for detailed museum services. The \$46,200.00 approved for FY2019 is the same amount paid to the PMHA for these services in FY2015 - FY2018.

A contractual relationship has existed between the city and the PMHA, designating the PMHA as the exclusive entity responsible for the care, custody, and control of historic artifacts owned by the city since March, 2006. On June 28, 2005, the City Council approved Resolution No. 05-017 authorizing the city to enter into a contract with the PMHA to be the official caretaker of all historical artifacts and museum properties for the city. That relationship was formalized by the execution of an agreement on March 10, 2006.

On February 14, 2012, a new agreement between the city and PMHA was approved by City Council. The 2012 agreement expired on December 31, 2016. Thereafter, the agreement may be renewed in writing and signed by both parties for two additional five-year periods. This agreement continues to require annual appropriation of funding and the funding section (II. F) has been amended each year since 2012.

The following table shows the history and compensation in the current contract for these services.

<u>Document</u>	<u>Approved by Council</u>	<u>Action Memorandum</u>	<u>Compensation</u>
Contract for Services	February 14, 2012	AM 12-012	\$ 40,000
Amendment #1	February 26, 2013	AM 13-011	\$ 44,000
Amendment #2	January 28, 2014	AM 14-010	\$ 44,000
Amendment #3	January 13, 2015	AM 15-009	\$ 46,200
Amendment #4	March 8, 2016	AM 16-023	\$ 46,200
Amendment #5	March 2, 2017	AM 16-023	\$ 46,200
Amendment #6	March 1, 2018	AM-18-023	\$46,200

Administration's Recommendation:

To approve Action Memorandum No. 19-016 Authorizing the City Manager to sign Amendment 7 to the Contract awarded to the Palmer Museum of History and Art on February 14, 2012 for curatorial, archival, and museum services to reflect payments for 2019.

Agreement Between
City of Palmer and Palmer Museum of History and Art
For Curatorial, Archival and Museum Services

AMENDMENT NO. 7

This Amendment, dated _____, 2019 amends the Agreement for curatorial, archival and museum services approved by Palmer City Council on February 14, 2012, between the City of Palmer (City) and Palmer Museum of History and Art (PMHA) as follows:

II.F. Subject to the provisions of this Agreement, as compensation for PMHA's services, the City shall pay PMHA, the amount of \$46,200. As approved by the City Council in the FY 2019 Budget, the City shall pay Contractor as follows:

At signing	\$26,200
April 1, 2019	\$10,000
June 1, 2019	\$5,000
October 1, 2019	<u>\$5,000</u>
TOTAL	\$46,200

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

Nathan Wallace, City Manager

Patricia R. Chesbro, President

Date

Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2018, Patricia R. Chesbro personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____
3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Amendment No. 7 of the Contract for

Curatorial, Archival and Museum Services between the City and the Palmer Museum of History and Art and she acknowledged that she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

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

Notary Public
My Commission expires: _____

AGREEMENT

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

This Agreement is entered into the 24th day of February, 2012, between the City of Palmer (hereinafter City), a municipal corporation, whose address is 321 West Evergreen Avenue, Palmer, Alaska 99645, and the Palmer Museum of History and Art (hereinafter "PMHA"), a non-profit corporation, whose address is 723 South Colony Way, Palmer, Alaska 99645, for the purpose of providing curatorial, archival and museum services to the City.

I. RECITALS:

A. The City has a collection of artifacts (the "Collection") that has been housed in the Palmer Visitor Center for several years; and

B. The PMHA has incorporated as a non-profit corporation dedicated to manage and care for the Collection, and to exhibit and interpret items that depict the history of the greater Palmer area; and

C. By Resolution No. 05-017, attached as Exhibit A, adopted by the City Council of the City of Palmer on June 28, 2005, the City authorized the City Manager to enter into a contract with the PMHA to be the exclusive entity responsible for the care, custody, and control of the historical artifacts owned by the city.

II. THEREFORE, it is agreed as follows:

A. The full time and best efforts of the PMHA as an independent contractor of the City shall be expended to provide curatorial, archival and museum services to the City in accord with industry best practices and City budgets, as adopted and amended from time to time.

B. PMHA shall perform all tasks associated with the ownership of the historical artifacts owned by the City, also referred to as the Collection, entrusted to its care in a good and professional manner. These tasks are generally described as follows:

1. Complete an inventory or catalogue of all items in the Collection and provide either a paper or digital copy of the inventory or catalogue to the City to be archived by the City.

2. Complete the registration of all items in the Collection.

3. Collect and register items appropriate to the PMHA purpose as described in the PMHA collections policy, attached as Exhibit A. Develop and maintain displays of Collection items as public display areas are available for the PMHA's use.

4. Provide for the proper care and custody of the Collection utilizing accepted archival practices.

C. The Collection and items subsequently acquired by the PMHA under this Agreement shall remain the property of the City, unless items are accepted by the PMHA for display under terms of a loan agreement with the owner of the item. In all cases, the PMHA shall prepare and retain records adequate to document the ownership of all items on display or in the Collection.

D. PMHA as an independent contractor is solely responsible for hiring staff and entering into agreements for contract services as necessary to perform its duties under this Agreement.

E. PMHA shall present to the City by September 15 of the then current annual period covered by this Agreement a proposed work plan and budget for the following calendar year that contains all costs associated with the PMHA's responsibilities under this Agreement for that period. The work plan budget shall identify the source and amount of all revenue the PMHA has received to support its activities for the period. The funds requested by the PMHA in the annual proposed work plan and budget are subject to appropriation by the City Council.

F. Subject to the provisions of Section II of this Agreement, as compensation for PMHA's services, the City shall pay PMHA the amount of \$40,000. The City shall pay PMHA:

At signing	\$20,000
April 1	\$10,000
June 1	\$ 5,000
October 1	\$ 5,000

G. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to PMHA in connection with performance of its duties under this Agreement; provided, however, that PMHA shall be able to use the City's building and property located at 723 S. Colony Way, Palmer Alaska to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs PMHA may incur in the performance of its obligations under this Agreement have already been included in computation of PMHA's compensation and may not be charged to the City.

1. Use of the 1.42 acre parcel on which the building at 723 S. Colony Way by the PMHA for temporary events and special displays requires prior written consent of the City and acquisition of any required local, state or federal permits.

H. PMHA shall keep and maintain accurate records of the expenditure of City funds and make these records available to the City. At a minimum, these records must include a monthly account showing the expenditure of City funds in the budget line items of

the annual budget, with supporting documentation sufficient to verify those expenditures. The PMHA shall provide the city copies of monthly expense reports and supporting documentation within ten days following the end of the previous monthly period.

I. If PMHA receives grants that provide funds to support PMHA's responsibilities or activities under this Agreement, PMHA, as grantee, shall be solely responsible for compliance with all grant terms and conditions. The City shall have no responsibility to assure PMHA's compliance with grant agreements in which the City is not the grantee. The City may agree to be the grantee for a grant to acquire items for the Collection, to make improvements to the Collection or facility, to enhance the educational opportunities provided at the museum, or other activities that support the PMHA's responsibilities or activities under this Agreement if permitted by the granting agency and approved by the Palmer City Council.

J. This Agreement shall start on the date duly executed by both parties and continue until December 31, 2016. Thereafter, this Agreement may be renewed by a writing signed by both parties for two additional five year periods. This Agreement is always subject to termination as described in Section K and L and this Agreement is subject to annual appropriation by the Council.

K. Termination of Agreement for Cause. If, through any cause, the PMHA shall fail to fulfill in a timely and proper manner the obligations under this agreement, or if the PMHA shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the PMHA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

L. Termination of Agreement for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the PMHA of such termination and specifying the effective date of such termination. If the City notifies PMHA of a termination for the convenience of the City, the City will pay PMHA all costs duly chargeable to the City under this contract, not previously paid, for the actual performance of this contract during the then current year before the effective date of the termination.

M. Modifications. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by signed, written amendment.

N. Equal Employment Opportunity.

1. PMHA will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall keep such records

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and submit such reports concerning the equal opportunity employment provision for applicants for employment and employees as the City may require. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational or educational activities. PMHA agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. PMHA will, in all solicitations or advertisements for employees placed by or on behalf of PMHA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. PMHA will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

2. PMHA shall comply with all Federal statutes and regulations relating to non-discrimination.

O. Assignability.

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

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

P. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer, Alaska. The law of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Q. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of its provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision of the agreement.

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

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

T. Agreement Administration.

1. The City Manager, or his/her designee, will be the representative of the City administering this Agreement.

2. The services to be furnished by PMHA shall be administered, supervised, and directed by its Executive Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reasons, PMHA shall appoint a successor in interest subject to a written approval of the City.

U. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Palmer Business License

Certificate of Insurance

Documentation of Non-Profit status

V. Defense and Indemnification.

1. PMHA shall hold the City, its officers, employees, and agents (collectively, "City") harmless from and defend and indemnify, the City for liability, claims, or causes of action arising out of PMHA's intentionally wrongful or negligent acts or omissions under this agreement.

Responsibility for all actions or claims, including costs and attorney's fees, resulting from injuries or damages sustained by any person or property arising directly or indirectly from PMHA's performance of the agreement, which results from the joint negligence of PMHA and the City shall be apportioned on the basis of comparative fault.

PMHA's duty to defend shall apply regardless of whether it is also alleged that the City's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

W. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the

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language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

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

Y. Independent Contractor. PMHA provides its services to the City as an independent contractor of the City. PMHA has no other legal relationship with the City.

Z. Notices. Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed to the following address:

City: City Manager
City of Palmer
213 W. Evergreen Avenue
Palmer, AK 99645

PMHA: Executive Director
Palmer Museum of History and Art
723 S. Colony Way
Palmer, AK 99645

III. FUND VERIFICATION:

Fund source and verification of funds for this project:

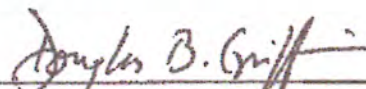
Funding Source: 01-01-20-6030

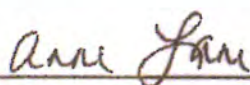

Verified by

2/27/12
Date

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART


Douglas B. Griffin, City Manager

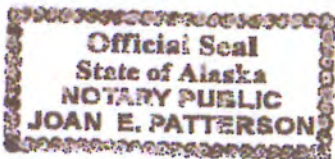

Anne Lane

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 24, 2012, Anne Lane personally appeared before me,

- 1. [] who is personally known to me
- 2. [x] whose identity I proved on the basis of Alaska Driver's License
- 3. [] whose identity I proved on the oath/affirmation of _____, a credible witness

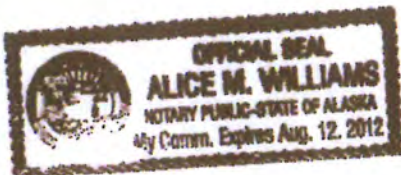
to be the signer of the Agreement for **the Palmer Museum of History and Art** acknowledged that he/she signed it.



Joan E. Patterson
Notary Public
My Commission expires: With Office

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 27, 2012, Douglas B. Griffin, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams
Notary Public
My Commission expires: Aug 12, 2012

**City of Palmer
Action Memorandum No. 19-017**

Subject: Authorizing the City Manager to Purchase Golf Carts from the Anchorage Golf Course

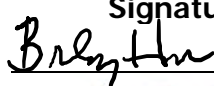
Agenda of: February 12, 2019

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


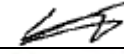
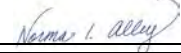
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
<u>✓</u>	Community Development	<u></u>	<u>January 15, 2019</u>
<u>✓</u>	Finance	<u></u>	<u>1-15-19</u>
_____	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: \$ **31,000.00**

This legislation (✓):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 31,000.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): 15-01-10-6053
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement/Background:

City Council approved \$40,000.00 for the purchase of used carts for the Palmer Golf Course (PGC).

We currently have a fleet of 70 Club Car golf carts. The first 60 were purchased in 2002 and the rest in 2007. The PGC usually has around 50 operational at a time. A fleet of 70 consistent runners is needed to operate normally and efficiently.

This year the PGC will be hosting the Alaska State Amateur in July, so the addition of 13 carts will be necessary for effectively hosting this event.

The Anchorage Golf Course has excess golf carts and has offered to the public several from their fleet. PGC was given "first pick" of their excess carts. The cost breakdown is as follows for the carts selected:

10	2010 Yamaha Carts	\$2,500 Each	\$25,000
3	2009 Yamaha Carts	\$2,000 Each	<u>\$6,000</u>
		Total	\$31,000

The remaining funds may be expended for additional carts in 2019 or 2020 as additional carts that are compatible with the PGC fleet become available.

Administration's Recommendation:

To approve Action Memorandum No. 19-017 For the purchase of 13 Used Golf Carts from Anchorage Golf Course.

**City of Palmer
Action Memorandum No. 19-019**

Subject: Confirming the Mayor's Nomination of Marilyn Bennett to the Parks, Recreation and Cultural Resources Advisory Board with a Term Ending October 31, 2019


Agenda of: February 12, 2019

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



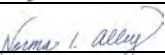
Originator Information:

Originator: Mayor DeVries via City Clerk

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		1-23-19
_____	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: \$ 600.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 600.00/year
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-19-90-6059
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement/Background:

The Parks, Recreation and Cultural Resources Advisory Board (PRCRAB) is a seven-member board. PRCRAB Member Sally Pollen resigned, which was accepted by the City Council with approval of AM No. 18-094 on December 11, 2018.

Upon acceptance of Mrs. Pollen's resignation, the City Clerk's Office began the recruitment process. Public notice of this recruitment was posted on the City's website; published in *The Frontiersman* on 12/26, 12/28, 12/30, and 01/02; posted on the City Hall bulletin board; posted on the City of Palmer Facebook page; and advertised in the Chamber's weekly e-newsletter.

As noted below, one application was received, which was received prior to the final deadline of 4:30 p.m., Friday, January 4, 2019, As advertised, the Mayor reserved the right to extend deadlines and accept late applications.

Applicant was:

1. Marilyn Bennett

The application met code requirements and was considered. After review, Marilyn Bennett was nominated to fill the seat.

Original applications are retained in the City Clerk's Office. Please call (907) 761-1301 to request a copy.

Mayor's Recommendation:

To approve Action Memorandum No. 19-018.

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on January 8, 2019, at 7:00 p.m. in the council chambers, Palmer, Alaska.

Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

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

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
 - 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
 - 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
 - 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
2. Approval of Minutes of Previous Meetings
 - a) November 27, 2018, Special Meeting
 - b) December 4, 2018, Special Meeting
 - c) December 11, 2018, Special Meeting

Mayor DeVries asked if there were any objections to combining the public hearing for Action Memorandums No. 19-004, 19-005, 19-006, 19-007, 19-008 and only hold one hearing. Hearing no objections from the Council, Mayor DeVries stated she would move forward with combining them during the public hearings.

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

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

E. REPORTS

1. City Manager’s Report

City Manager Wallace stated online sales tax options would need to be discussed and suggested a research study be done to provide information for the Council. The city clerk was directed to add the sales tax discussion to an upcoming agenda.

2. City Clerk’s Report

City Clerk Alley highlighted her written report, announced there had been three members of the council that responded to attend the AARP livable community event and the ceremony honoring Verna Euwer, and requested confirmation from Council members who planned on attending the Alaska Municipal League winter conference.

3. Mayor’s Report

Mayor DeVries announced upcoming events she was going to attend.

4. City Attorney’s Report

None.

F. AUDIENCE PARTICIPATION

Mr. Mike Chmielewski testified Mrs. Verna Euwer would be honored at a ceremony held at the library on Sunday at 2 p.m. and encouraged all to listen to her interview on Radio Free Palmer.

Ms. Katrina Nygaard, Stantec representative, reported she was doing a grant funded study of Palmer Brownfields and provided a project overview handout (see meeting material for handout).

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

Mayor DeVries opened the public hearing on Ordinance 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 Adopt Ordinance No. 19-001

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

Council Member S. Combs declared she had a financial interest in the approval of Action Memorandum No. 19-006 and requested it be considered alone so she can recuse herself from deliberation on this matter alone. Mayor DeVries removed Action Memorandum No. 19-006 from the combined public hearing.

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
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
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~~
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
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

Mayor DeVries opened the public hearing on Action Memorandum No. 19-004, 19-005, 19-007, and 19-008. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Approve Action Memorandum No. 19-004, 19-005, 19-007, 19-008

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

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

Council Member S. Combs was recused and left the dais.

Mayor DeVries opened the public hearing on Ordinance No. 19-006. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

Main Motion: To Approve Action Memorandum No. 19-006

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

H. ACTION MEMORANDA

- 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

Main Motion: To Approve Action Memorandum No. 19-009

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

I. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported AML correspondence regarding online municipal sales tax and Stantec presentation handouts were the Items Placed on the Table.

J. AUDIENCE PARTICIPATION

None.

K. COUNCIL MEMBER COMMENTS

Council Member S. Combs thanked the Council for approving liquor licenses as they produce revenue for Palmer.

Council Member Fuller wished all a happy new year and excited to see the Stantec project come to fruition.

Council Member L. Combs commented she distributed Palmer reusable bags to encourage the community with the new bag legislation, announced she attended legislative town hall meeting and was encouraged by the subject matter, and expressed appreciation to Palmer fire and police for a great job at a recent fire call at the senior center.

Mayor DeVries announced the next meeting would be held on January 15 at 7:00 p.m. with the Airport Advisory Commission.

L. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:57 p.m.

Approved this ____ day of _____, 2019.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A joint meeting of the Palmer City Council and Airport Advisory Commission was held on January 15, 2019, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

Comprising a quorum of the City Council and Airport Advisory Commission, the following roll call was taken:

City Council:

Edna DeVries, Mayor
Pete LaFrance, Deputy Mayor
Julie Berberich
Steve Carrington
Linda Combs
Sabrena Combs (arrived at 7:50 p.m.)
David Fuller

Airport Advisory Commission:

Kenneth More, Chairman
Liz Swearingin, Vice Chairman
Richard W. Best (participated telephonically)
Shannon Jardine (participated telephonically)
Joyce Momarts
Andrew Weaver

Airport Advisory Commission Member Jeff Helmericks was absent and excused.

Staff in attendance were the following:

Nathan Wallace, City Manager
Michael Gatti, City Attorney (participated telephonically)

Norma I. Alley, MMC, City Clerk
Frank Kelly, Airport Superintendent

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

CC Main Motion: To Approve the Agenda

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

AAC Main Motion: To Approve the Agenda

Moved by:	Momarts
Seconded by:	Best
In favor:	Best, Jardine, Momarts, More, Swearingin, Weaver
Opposed:	None
Absent:	Helmericks
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Mr. Ray Michaelson asked the Council and Commission to expand on the plan for tree removal and expressed concern for removing trees, which provide protection from the wind.

F. NEW BUSINESS

- 1. Committee of the Whole
 - 1. Recap of 2018 Airport Projects and Events
 - 2. 2019 Airport Projects and Goals
 - 3. Other Matters Related to the Palmer Municipal Airport
 - 4. City Council Direction to the AAC

CC Main Motion: To Enter into a Committee of the Whole

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

AAC Main Motion: To Enter into a Committee of the Whole

Moved by:	Best
Seconded by:	Swearingin
In favor:	Best, Jardine, Momarts, More, Swearingin, Weaver
Opposed:	None
Absent:	Helmericks
Action:	Motion Carried

The Council entered into a Committee of the Whole at 7:08 p.m.

- 1. Recap of 2018 Airport Projects and Events

Chair More reviewed the written material and provided a report on the 2018 Airport Projects and Events.

- 2. 2019 Airport Projects and Goals

Chair More reviewed the written material and provided a report on the 2019 Airport Projects and Goals.

- 3. Other Matters Related to the Palmer Municipal Airport

Airport superintendent Frank Kelly stated tree removal is mandated by the FAA for safety, the airport must provide an obstacle free zone and is always working to be compliant but will leave as many trees as possible to provide a buffer from the wind.

- 4. City Council Direction to the AAC

Council Member S. Combs arrived at the meeting and was seated at the dais at 7:50 p.m.

Direction was provided to develop the 13 acres, draw businesses to the airport, address the Fuel Flowage Fee, and develop a plan for the non-aeronautical acreage,

The City Council and Commission adjourned the Committee of the Whole and reconvened the joint meeting at 8:20 p.m.

CC Main Motion: To Direct the Commission to Develop a Plan for the Non-Aeronautical Acreage Near the Airport, Include Outreach to Media, Advertising, Open Discussions with the Board of Economic Development an Palmer Businesses, and to Draw Business Development for the Area Described

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

CC Main Motion: To Direct the City Manager to Rezone the Property Adjacent to the Airport to Airport Industrial

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

G. RECORD OF ITEMS PLACED ON THE TABLE

None.

H. COUNCIL AND COMMISSION MEMBERS COMMENTS

All Council and Commission Members expressed their gratitude for the opportunity to meet and have open discussion and appreciation to Airport Superintendent Kelly for all his hard work, dedication to making the airport a robust part of the city, and his vision.

Council Member LaFrance announced he would be absent from the January 22 Council meeting.

Council Member Fuller announced he would late to the January 22 Council meeting.

Chair More commented he looks forward to what the future holds for the airport, expressed his appreciation to the commission members and Superintendent Kelly for their hard work and extended an invitation to take any of the Council members in his plane so they can see a different perspective of the airport.

Mayor DeVries thanked the Commission for all their hard work and dedication to the community.

I. ADJOURNMENT

With no further business before the Council and Airport Advisory Commission, the meeting adjourned at 8:42 p.m.

Approved by the City Council on this _____ day of _____, 2019.

Norma I. Alley, MMC, City Clerk

Edna DeVries, Mayor

Approved by the Airport Advisory Commission this _____ day of _____, 2019.

Frank Kelly, Airport Superintendent

Ken Moore, Airport Advisory Commission Chairman



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 February 12, 2019, Council Meeting

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

- a. AAC
- b. BED
- c. PRCRAB - cancelled
- 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
Job Corps Graduation	2/22	2 pm	Job Corps Gym
Fire Department Banquet	2/23	6 pm	Depot
Business Watch Program Mtg.	2/27	7 pm	Depot
Valley Comm. Recycle Solutions	2/28	11:30 am	Evangelo's

Please don't forget to let us know of any other events you are aware of or will be 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 and training for PIOs statewide. The MSB is putting together FEMA training for PIOs, which Angie and I will be attending from February 26-28.

4. Elections

Attached is the public 2019 Election Calendar, which provides the highlight deadlines for Palmer's October 1, 2019, Regular Election. Also attached is a letter slated to be mailed this week to the 116 voters that voted by absentee by-mail or early in-person in the 2018 election. This is to let them know their voting options as there will be a change in no longer providing early in-person voting at the Division of Election. Of the 90 early in-person voters, 12 were cast at the DOE and some of those were the election officials working. In 2017, we had 2 residents cast their ballot at the DOE. The cost to pay for the operation of early in-person voting at the DOE outweighs the number of Palmer voters utilizing this location. All other options will remain the same.

5. Tentative Upcoming Meetings

All meetings are subject to change. Below is a quick few-months view. Please note the joint meeting dates and times with the Boards and Commissions.

Tentative Future Meeting Schedule			
Meeting Date	Meeting Type	Time	Notes
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

Airport Advisory Commission Members

PMC 2.25.020. There is created a city airport advisory commission which shall consist of seven members.

Seat	Board Member	Term Expires
A	Richard Best	Oct. 2019
B	Kenneth More	Oct. 2019
C	Jeff Helmericks	Oct. 2020
D	Andrew Weaver	Oct. 2021
E	Joyce Momarts	Oct. 2020
F	Shannon Jardine	Oct. 2019
G	Liz Swearingin	Oct. 2021

PMC 2.25.140.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.

2019 Attendance Record

Board Member	Jan **	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Best	✓											
More	✓											
Helmericks	E											
Weaver	✓											
Momarts	✓											
Jardine	✓											
Swearingin	✓											

2018 Attendance Record

Board Member	Jan *	Feb	Mar	Apr	May	June *	July	Aug	Sept	Oct	Nov	Dec *
Best											✓	
More		✓	✓	✓	✓		✓	E	✓	✓	✓	
Helmericks		✓	✓	✓	✓		✓	✓	✓	✓	✓	
Weaver		✓	✓	E	E		✓	E	E	U	✓	
Momarts		✓	✓	E	✓		✓	✓	✓	✓	✓	
Jardine		✓	✓	✓	✓		✓	E	✓	✓	✓	
Swearingin											✓	

* Meeting Cancelled

** Special Meeting

✓ - Present

E - Excused

U - Unexcused Absence

V - Vacant

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.

2019 Attendance Record

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

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

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.

2019 Attendance Record

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

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

**CITY OF PALMER CITY CLERK'S OFFICE
ELECTION CALENDAR FOR THE
OCTOBER 1, 2019, REGULAR ELECTION**

DATE	ACTION	AUTHORITY
July 12	Declaration of candidacy packets available online and from the Office of the City Clerk.	
July 15	Candidate filing period opens at 8 a.m. (78 days prior to election)	PMC 18.15.026
July 26	Candidate filing period closes at 4 p.m. (67 days prior to election)	PMC 18.15.026
July 29	First day to declare candidacy as a write-in candidate (day immediately following last day of filing)	PMC 18.15.023 and Charter Section 1.8
July 23	Last <u>regularly</u> scheduled Council meeting to <i>adopt</i> legislation placing propositions and questions on the ballot. (53 days prior to election, which is August 10)	PMC 18.05.067
August 2	Last day to withdraw candidacy by 4 p.m. (7 days after closing of filing period)	PMC 18.15.020(C)(2)(e) and 18.15.030(C) and Charter Section 1.8
August 20	Last day for Council to appoint Precinct Election Officials	PMC 18.22.020(B)
September 1	Last day to register to vote (30 days prior to election)	Charter Section 10.3 and PMC 18.10.010
September 16	<ul style="list-style-type: none"> • Early In-Person voting begins (15 calendar days prior to election) • First day to request Special Need Ballot 	PMC 18.27.040 PMC 18.27.060(B)(1)
September 24	Last day to request an Absentee By-Mail ballot (7 calendar days prior to election)	PMC 18.27.020
September 26	Last day to declare candidacy as a write-in candidate by 5 p.m. (5 days prior to election)	PMC 18.15.023
September 30	<ul style="list-style-type: none"> • Early In-Person voting ends at 5 p.m. • Last day to request Special Need Ballot 	PMC 18.27.040 PMC 18.27.060(B)(1)
October 1	Election Date – Polls open from 7 a.m. to 8 p.m.	Charter Section 10.1 and PMC 18.05.045
October 4	Canvass Board Election Certification at Palmer Council Chambers at a time TBD	PMC 18.35.100
October 7	<ul style="list-style-type: none"> • Council Election Certification (Within five days and no later than the second Tuesday after election) • Oath of Offices (within 10 days of election) • Election of Deputy Mayor and Alternate Deputy Mayor (First meeting following the election) 	Charter Section 2.4 and PMC 18.35.100(B) Charter Section 3.1 Charter Section 3.3 PMC 2.05.070 PMC 2.05.060



Norma I. Alley, MMC
City Clerk

February 12, 2019

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

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

Dear City of Palmer Voter,

Our records indicate you applied for an absentee by-mail ballot or voted early in-person at the last election. This year, the city's Regular Election is on **Tuesday, October 1, 2019**. For your convenience, the city offers a variety of ways in which you may participate in the election

By-Mail Voting. If you wish to vote by mail, please complete and return the enclosed Absentee By-Mail Ballot Application. The application deadline is **September 24, 2019**. Please complete all sections of the application and sign. Omissions or errors will cause a delay in ballot mailing. You may mail, hand-deliver, fax, or email your completed application to:

Palmer City Clerk's Office
231 W. Evergreen Avenue
Palmer, AK 99645
(907) 761-1340 {fax} | cityclerk@palmerak.org {email}

Early In-Person Voting. You may find early in-person voting a more fitting choice to participate in the election. Early in-person voting is currently planned to be offered at the Matanuska-Susitna Borough, Dorothy Swanda Jones Building in Palmer, Monday–Friday from 8:00 a.m. to 5:00 p.m.

Please note, the city of Palmer is **no longer** offer early in-person voting at the Alaska State Division of Elections Office located on Bogard Road in Wasilla.

Poll Voting. If you prefer, you may vote at your designated polling place from 7:00 a.m. to 8:00 p.m. on Election Day, Tuesday, October 1. City polling places are:

- Precinct #1: Matanuska-Susitna Borough Building
350 E. Dahlia Avenue, Palmer, Alaska
- Precinct #2: Palmer Senior Citizens Center
1132 S. Chugach Street, Palmer, Alaska

To locate your polling place, go to <https://myvoterinformation.alaska.gov/>, contact the Alaska State Division of Elections at 373-8952, or contact the City Clerk's Office at 761-1301.

As a registered voter of Palmer, you are eligible to vote in the Matanuska-Susitna Borough's election, also held on November 5. For more information, visit www.matsugov.us/elections or contact the Borough Clerk's Office at 861-8683.

We encourage all citizens to exercise their right to vote. For complete city of Palmer election information, please visit <http://www.cityofpalmer.org/elections> or call 761-1301.

Best regards,

Norma I. Alley, MMC
City Clerk
Page 63 of 143

City of Palmer

Mayor's Memo

Council Meeting report – February 12, 2019

NOTES AND UP COMING EVENTS

Mayors/Manager Meeting – Feb. 14

Agenda Setting Meeting – Feb . 14, 28

Job Corp graduation Feb. 22

Alaska Municipal League – Juneau – Feb. 19 – 21

Palmer Fire Dept. Awards Banquet – Feb. 23

No More Mat Su – Feb. 25 – Glenn Massey

Valley Comm. Recycle Solutions – Feb. 28

We want and value your input and participation.

Edna DeVries Mayor

907-355-9933 edevries@palmerak.org

Attachment(s):

- Resolution No. 18-001-B

Summary Statement:

The final budget amendment adjusts revenues and expenditures/expenses to more accurately reflect year end balances.

The General Fund (01) revenue adjustments include the following:

- Increase in Ice Rental revenue from original budget for 2018
- Decrease in Arena Rental revenue from original budget for 2018
- Decrease in Tournament revenue from original budget for 2018
- Increase in Skate Sharpening revenue from original budget for 2018
- Decrease in Shinny Hockey revenue from original budget for 2018
- Decrease in Clinics revenue from original budget for 2018
- Decrease in Learn to Skate revenue from original budget for 2018
- Increase in Vending revenue from original budget for 2018
- Decrease in Real & Personal Property Tax revenue from original budget for 2018
- Increase in Motor Vehicle Tax revenue from original budget for 2018 due to late payment of fourth quarter 2017.
- Decrease in Sales Tax Penalty & Interest revenue from original budget for 2018
- Increase in Business License revenue from original budget for 2018
- Increase in Building Plan Review revenue from original budget for 2018
- Increase in Building Permits revenue from original budget for 2018
- Decrease in Borough Grant revenue from original budget for 2018, this revenue was moved to Fund 53 for the Opiate Task Force
- Decrease in Library Grants revenue from original budget for 2018, PLA grant for 2018-2019 will be spent before June 30, 2019
- Increase in Municipal Aid revenue from original budget for 2018
- Decrease in Co-op Taxes Electric & Telephone revenue from original budget for 2018
- Increase in Fire Services Contract revenue from original budget for 2018
- Increase in Planning & Zoning revenue from original budget for 2018
- Decrease in Grants Administrative Overhead revenue from original budget for 2018
- Decrease in Fines & Forfeitures revenue from original budget for 2018
- Increase in Fines & Forfeitures-Delinquent revenue from original budget for 2018
- Increase in Interest Earnings Investments revenue from original budget for 2018
- Increase in Public Safety No#2, Rental revenue from original budget for 2018
- Increase in SART Revenue from original budget for 2018
- Increase in Miscellaneous Revenue – Public Works from original budget for 2018
- Increase in Miscellaneous Income – Public Safety from original budget for 2018
- Increase in Miscellaneous Income from original budget for 2018 due to MEA and MTA capital credits
- Increase in NPO Write OFF/PERS Relief revenue from original budget for 2018
- Increase in Insurance Reimbursement from original budget for 2018 due to reimbursement of legal fees

Amendments to the General Fund (01) expenditures include the following:

- Decrease in City Manager's Legal expenditure to cover Police Legal
- Decrease in City Manager's Contractual Services to cover new signage for City Hall and Tourist Center (City Hall and Tourist Center Repair & Maintenance)

- Increase in City Manager's Operating Supplies for safety equipment reimbursed by insurance company
- Decrease in City Manager's Unemployment Taxes to departments with unemployment tax expenditures
- Increase in PERS on Behalf for the general fund offset by revenue
- Decrease/Increase to Transfers Out for decrease in Airport transfer and increase to Fund 08 for additional charges for the City Hall Parking Lot upgrade.
- Increase in EOC Operations for telephone expenditures
- Increase in Police Department Legal from original budget for 2018
- Increase in Dispatch Training and Travel due to costs reimbursed by Mat-Su Borough

Amendments to Water/Sewer Fund (02) revenues include the following:

- Increase in Penalty revenue from original budget for 2018
- Increase in Credit Card Fee revenue from original budget for 2018
- Increase in Miscellaneous Income from original budget for 2018
- Increase in NPO Write Off/PERS on Behalf from original budget for 2018
- Increase in Connection Fees from original budget for 2018

Amendments to Water/Sewer Fund (02) expenses include the following:

- Increase in PERS on Behalf for the Water/Sewer fund offset by revenue
- Increase in Transfers Out due to Palmer-Wasilla Highway Eastern Terminus project and Glenn Highway Betterments with AKDOT in Water/Sewer Capital Projects Fund (24)
- Increase in Transfers Out due to additional costs to the WWTP for interim loan interest in the Water/Sewer Capital Projects Fund (24)

Amendments to Airport Fund (03) revenues and expenses include the following:

- Decrease in Aviation Fuel revenue from original budget for 2018
- Decrease in Fuel Flowage Fees revenue from original budget for 2018
- Increase in Airport Revenue – Tiedowns from original budget for 2018
- Increase in Airport Agricultural Lease revenue from original budget for 2018
- Increase in COP Land Leases revenue from original budget for 2018
- Decrease in Transfers from Other Funds from original budget for 2018
- Increase in NPO Write Off/PERS on Behalf revenue and offsetting expense

Amendments to Solid Waste Fund (05) revenues and expenses include the following:

- Increase in Penalty revenue from original budget for 2018
- Increase in NPO Write Off/PERS on Behalf revenue and offsetting expense
- Increase in Services expense from original budget for 2018 to cover dumping fees

Amendments to Golf Course Fund (15) revenues and expenses include the following:

- Decrease in Presold Green Fees from original budget for 2018
- Decrease in Green Fees from original budget for 2018
- Increase in Merchandise Sales from original budget for 2018
- Increase in Power-Clubhouse & Irrigation expense from original budget for 2018
- Increase in Water/Sewer/Garbage expense from original budget for 2018
- Increase in Rental & Lease expense from original budget for 2018

Amendments to Capital Projects Fund (08) for additional costs incurred with the City Hall Parking Lot upgrade.

Amendments to Narcotics Grant Fund (53) for the Opiate Task Force Grants with Mat-Su Borough, Mat-Su Health Foundation and DEA and expenditures for the officer.

Administration's Recommendation:

Approve Resolution No. 18-001-B amending the City of Palmer Budget for the Fiscal Year Ending December 31, 2018.

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Public Hearing: February 12, 2019

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 18-001-B

A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2018

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing the General Fund (01) revenues \$147,683 and increasing General Fund (01) expenditures \$187,593 for a net decrease of \$39,910; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing Water/Sewer Fund (02) revenues \$41,341 and increasing Water/Sewer Fund (02) expenses \$181,006 for a net decrease of \$139,665; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing Airport Fund (03) revenues by \$3,490 and increasing Airport Fund (03) expenses \$3,177 for a net increase of \$313; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing Solid Waste Fund (05) revenues by \$4,305 and increasing Solid Waste Fund (05) expenses \$22,350 for a net decrease of \$18,045; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved decreasing Golf Course Fund (15) revenues by \$5,332 and increasing Golf Course Fund (15) expenses \$13,538 for a net decrease of \$18,870; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing General CIP Projects Fund (08) revenues \$10,549 and increasing General CIP Projects Fund (08) expenditures \$10,549; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing Water/Sewer Capital Fund (24) revenues \$110,582 and increasing Water/Sewer Capital Fund (24) expenses \$110,582; and

WHEREAS, at the February 12, 2019, council meeting the manager presented budget amendments and the City Council approved increasing Narcotics Grant Fund (53) revenues \$146,670 and increasing Narcotics Grant Fund (53) expenditures \$121,149 for a net increase of \$25,521.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends the 2018 budget as follows:

Line item description	Current 2018 Budget	Proposed Amendment	Amended 2018 Budget
GENERAL FUND (01)			
General Fund (01) Revenues:			
01-00-00-3001 Ice Rental	\$ 200,000	\$ 4,526	\$ 204,526
01-00-00-3002 Arena Rental	\$ 12,500	\$ (8,950)	\$ 3,550
01-00-00-3006 Tournaments	\$ 4,000	\$ (3,500)	\$ 500
01-00-00-3008 Skate Sharpening	\$ 2,000	\$ 1,661	\$ 3,661
01-00-00-3009 Shinny Hockey	\$ 7,000	\$ (4,434)	\$ 2,566
01-00-00-3011 Clinics	\$ 5,000	\$ (3,233)	\$ 1,767
01-00-00-3014 Learn to Skate	\$ 8,500	\$ (1,051)	\$ 7,448
01-00-00-3016 Vending Machines	\$ 5,500	\$ 921	\$ 6,421
01-00-00-3110 Real & Personal Property Tax	\$ 1,375,000	\$ (55,000)	\$ 1,320,000
01-00-00-3111 Motor Vehicle Tax	\$ 42,500	\$ 12,439	\$ 54,939
01-00-00-3131 Sales Tax Penalty & Interest	\$ 85,000	\$ (19,000)	\$ 66,000
01-00-00-3210 Business Licenses	\$ 55,000	\$ 6,765	\$ 61,765
01-00-00-3218 Building Plans Review Revenue	\$ 25,000	\$ 26,702	\$ 51,702
01-00-00-3221 Building Permits	\$ 60,000	\$ 69,801	\$ 129,801
01-00-00-3342 Borough Grants	\$ 150,000	\$ (150,000)	\$ 0
01-00-00-3343 Library Grants	\$ 7,900	\$ (3,055)	\$ 4,845
01-00-00-3350 Municipal Aid	\$ 162,000	\$ 34,076	\$ 196,076
01-00-00-3362 Co-op Taxes Elec & Tele	\$ 145,000	\$ (9,857)	\$ 135,143
01-00-00-3425 Fire Service Contract	\$ 368,622	\$ 7,091	\$ 375,713
01-00-00-3427 Planning & Zoning	\$ 2,500	\$ 2,853	\$ 5,353
01-00-00-3440 Grants Administrative Overhead	\$ 20,000	\$ (10,000)	\$ 10,000
01-00-00-3510 Fines & Forfeitures	\$ 29,000	\$ (5,300)	\$ 23,700
01-00-00-3511 Fines & Forfeitures-Delinquent	\$ 50,000	\$ 41,321	\$ 91,321
01-00-00-3610 Interest Earnings Investments	\$ 30,000	\$ 6,000	\$ 36,000
01-00-00-3624 Public Safety No#2, Rental	\$ 43,887	\$ 4,184	\$ 48,071
01-00-00-3685 SART Revenue	\$ 0	\$ 1,428	\$ 1,428
01-00-00-3687 Misc Revenue – PW	\$ 0	\$ 972	\$ 972
01-00-00-3689 Misc Income – Public Safety	\$ 5,187	\$ 11,735	\$ 16,922
01-00-00-3690 Miscellaneous Income	\$ 3,451	\$ 9,159	\$ 12,610
01-00-00-3691 NPO Write OFF/PERS Relief	\$ 0	\$ 161,512	\$ 161,512
01-00-00-3693 Insurance Reimbursement	\$ 30,189	\$ 17,917	\$ 48,106
TOTAL GENERAL FUND REVENUE AMENDMENTS		\$ 147,683	
General Fund (01) Expenditures:			
City Manager:			
01-01-05-6027 Legal	\$ 20,000	\$ (8,370)	\$ 11,630
01-01-05-6030 Contractual Services	\$ 16,025	\$ (6,825)	\$ 9,200
01-01-05-6044 Operating Supplies	\$ 0	\$ 1,988	\$ 1,988
01-01-05-6072 Unemployment Tax	\$ 20,000	\$ (17,159)	\$ 2,841
Total City Manager Amendments		\$ (30,366)	
Finance:			
01-01-10-6017 General Fund PERS on Behalf	\$ 0	\$ 161,512	\$ 161,512
Total Finance Amendments		\$ 161,512	
City Hall:			
01-01-15-6045 Repairs & Maintenance	\$ 9,300	\$ 2,275	\$ 11,575
Total City Hall Amendments		\$ 2,275	

Line item description	Current 2018 Budget	Proposed Amendment	Amended 2018 Budget
Tourist Center:			
01-01-20-6045 Repairs & Maintenance	\$ 2,000	\$ 4,550	\$ 6,550
Total Tourist Center Amendments		\$ 4,550	
Non-Departmental:			
01-01-70-6078 Transfers Out	\$ 1,326,263	\$ 4,549	\$ 1,330,812
01-01-70-6090 EOC Operations	\$ 3,000	\$ 130	\$ 3,130
Total Non-Departmental Amendments		\$ 4,679	
Mayor/Council/City Clerk:			
01-02-10-6072 Unemployment Tax	\$ 0	\$ 6,480	\$ 6,480
Total Mayor/Council/City Clerk Amendments		\$ 6,480	
Police Department:			
01-12-10-6027 Legal	\$ 32,260	\$ 26,287	\$ 58,547
01-12-70-6024 Travel	\$ 2,500	\$ 4,475	\$ 6,975
01-12-70-6026 Training	\$ 1,500	\$ 1,701	\$ 3,201
Total Police Department Amendments		\$ 32,463	
Public Works Admin:			
01-17-10-6072 Unemployment Taxes	\$ 0	\$ 500	\$ 500
01-17-90-6072 Unemployment Taxes	\$ 0	\$ 5,000	\$ 5,000
Total Public Works Amendments		\$ 5,500	
MTA Events Center:			
01-19-40-6072 Unemployment Taxes	\$ 0	\$ 500	\$ 500
Total MTA Events Center Amendments		\$ 500	
TOTAL GENERAL FUND EXPENDITURES AMENDMENTS		\$ 187,593	

WATER/SEWER FUND (02)			
Revenues:			
02-00-00-3609 Penalty	\$ 25,000	\$ 5,665	\$ 30,665
02-00-00-3640 Credit Card Fee Revenue	\$ 5,000	\$ 1,226	\$ 6,226
02-00-00-3690 Misc. Income	\$ 0	\$ 6,628	\$ 6,628
02-00-00-3691 NPO Write Off/PERS on Behalf	\$ 0	\$ 12,222	\$ 12,222
02-00-00-3694 Connection Fees	\$ 18,000	\$ 15,600	\$ 33,600
TOTAL WATER/SEWER REVENUE AMENDMENTS		\$ 41,341	
Expenses:			
02-01-10-6018 PERS on Behalf	\$ 0	\$ 6,042	\$ 6,042
02-01-10-6078 Transfers Out	\$ 55,000	\$ 110,582	\$ 165,582
02-01-50-6018 PERS on Behalf	\$ 0	\$ 6,180	\$ 6,180
02-01-50-6078 Transfers Out	\$ 100,000	\$ 58,202	\$ 158,202
TOTAL WATER/SEWER EXPENSE AMENDMENTS		\$ 181,006	
AIRPORT FUND (03)			
Revenues:			
03-00-00-3363 Aviation Fuel	\$ 2,000	\$ (549)	\$ 1,451
03-00-00-3375 Fuel Flowage Fees Revenue	\$ 15,000	\$ (6,437)	\$ 8,563
03-00-00-3430 Airport Revenue – Tiedowns	\$ 25,000	\$ 2,715	\$ 27,715
03-00-00-3432 Airport Agricultural Lease	\$ 5,303	\$ 2,004	\$ 7,307
03-00-00-3433 COP Land Leases	\$ 18,622	\$ 8,580	\$ 27,202
03-00-00-3673 Transfers from Other Funds	\$ 137,000	\$ (6,000)	\$ 131,000
03-00-00-3691 NPO Write Off/PERS on Behalf	\$ 0	\$ 3,177	\$ 3,177
TOTAL AIRPORT REVENUE AMENDMENTS		\$ 3,490	
Expenses:			
03-01-10-6018 PERS on Behalf	\$ 0	\$ 3,177	\$ 3,177
TOTAL AIRPORT EXPENSE AMENDMENTS		\$ 3,177	

Line item description	Current 2018 Budget	Proposed Amendment	Amended 2018 Budget
SOLID WASTE FUND (05)			
Revenues:			
05-00-00-3609 Penalty	\$ 6,000	\$ 1,955	\$ 7,955
05-00-00-3691 NPO Write Off/PERS on Behalf	\$ 0	\$ 2,350	\$ 2,350
TOTAL SOLID WASTE REVENUE AMENDMENTS		\$ 4,305	
Expenses:			
05-01-10-6018 PERS on Behalf	\$ 0	\$ 2,350	\$ 2,350
05-01-10-6029 Services	\$ 350,000	\$ 20,000	\$ 370,000
TOTAL SOLID WASTE EXPENSE AMENDMENTS		\$ 22,350	

GOLF COURSE FUND (15)			
Revenues:			
15-00-00-3479 Presold Green Fees	\$ 158,000	\$ (20,000)	\$ 138,000
15-00-00-3481 Green Fees	\$ 225,000	\$ (10,000)	\$ 215,000
15-00-00-3565 Merchandise Sales	\$ 160,000	\$ 24,668	\$ 184,668
TOTAL GOLF COURSE REVENUE AMENDMENTS		\$ (5,332)	
Expenses:			
15-01-10-6032 Power-Clubhouse & Irrigation	\$ 14,000	\$ 10,944	\$ 24,944
15-01-10-6034 Water /Sewer/Garbage	\$ 1,500	\$ 1,541	\$ 3,041
15-01-10-6036 Rental & Lease	\$ 8,065	\$ 1,053	\$ 9,118
TOTAL GOLF COURSE EXPENSE AMENDMENTS		\$ 13,538	

GENERAL CIP PROJECTS FUND (08)			
Revenues:			
08-00-00-3673 Transfers from Other Funds	\$ 373,780	\$ 10,549	\$ 384,329
TOTAL GENERAL CIP PROJECTS REVENUE AMENDMENTS		\$ 10,549	
Expenditures:			
08-01-10-7164 City Hall/FS3-1 Parking Lot Updates	\$ 128,225	\$ 10,549	\$ 138,774
TOTAL GENERAL CIP PROJECTS EXPENSE AMENDMENTS		\$ 10,549	

WATER/SEWER CAPITAL FUND (24)			
Revenues:			
24-00-00-3373 Transfers from Other Funds	\$ 155,000	\$ 168,784	\$ 323,784
TOTAL WATER/SEWER CAPITAL REVENUE AMENDMENTS		\$ 168,784	
Expenses:			
24-51-10-6220 DOT Utility Agreement E. Terminus	\$ 44,671	\$ 6,232	\$ 50,903
24-51-01-6225 Glenn Hwy Betterments	\$ 0	\$ 104,350	\$ 104,350
24-53-43-6226 Add'l Costs WWTP-City Match	\$ 0	\$ 58,202	\$ 58,202
TOTAL WATER/SEWER CAPITAL EXPENSE AMENDMENTS		\$ 168,784	

NARCOTICS GRANT FUND (53)			
Revenues:			
53-00-00-3340 MSHF-Task Force Grant	\$ 0	\$ 60,000	\$ 60,000
53-00-00-3342 MSB-Task Force Grant	\$ 0	\$ 75,000	\$ 75,000
53-00-00-3355 Fed DEA Overtime Reimbursement	\$ 0	\$ 11,670	\$ 11,670
TOTAL NARCOTICS GRANT REVENUE AMENDMENTS		\$ 146,670	
Expenditures:			
53-01-12-6011 Opiate TF Regular Salaries	\$ 0	\$ 56,197	\$ 56,197
53-01-12-6012 Opiate TF Benefits	\$ 0	\$ 53,282	\$ 53,282
53-01-12-6015 Opiate TF Overtime	\$ 0	\$ 11,670	\$ 11,670
TOTAL NARCOTICS GRANT EXPENDITURES AMENDMENTS		\$ 121,149	

Approved by the Palmer City Council this ____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Resolution No. 19-008**

Subject: Accepting and Appropriating the 2019 State of Alaska High Visibility Enforcement Overtime Grant 405d M5HVE-19-01-FA(A)-10 in the Amount of \$16,120.00 to be Used for High Visibility DUI Enforcement Activities by the Palmer Police Department

Agenda of: February 12, 2019

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



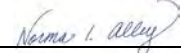
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> x </u>	Finance		<u> 1-17-19 </u>
_____	Fire	_____	_____
<u> x </u>	Police		<u> 1-17-19 </u>
_____	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: \$ 16,120.00

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u> 16,120.00 </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): <u> 52-00-00-3420 (Police Services) 52-01-21-6012 (Regular Benefits) </u>
<input checked="" type="checkbox"/>	Not budgeted	<u> 52-01-21-6015 (Regular Overtime), 52-01-21-6035 (Fuel) </u>

Director of Finance Signature: 

Attachment(s):

- Resolution No. 19-008
- Grant Award Documents

Summary Statement/Background:

The City of Palmer has applied to the State of Alaska Department of Transportation for grant monies in the amount of \$16,120.00 to fund high visibility over time DUI enforcement. That amount includes \$15,190.00 for officers to conduct additional DUI enforcement during high intensity periods when DUI crime tends to be high. The enforcement is strictly on an overtime basis and will not detract from routine patrol or other duties required of the Palmer Police Department. The enforcement period runs from August 14, 2019 through September 3, 2019. Participation is voluntary on the part of the officers. The additional \$930.00 is to cover fuel costs incurred by the extra enforcement activity.

DUI criminal activity represents a public safety concern due to increased risk of motor vehicle accidents and possible injury. The grant will allow for extra patrol specifically focused on detecting, investigating, and charging DUI offenders. The ultimate objective is the reduction of DUI crime and better motor vehicle safety for the community. During the course of their enforcement activities, officers also encounter and investigate other crimes and violations on their traffic stops. In the past these have include driving offenses, drug offenses, as well as simple speeding and other traffic violations. The officers address these crimes and violations as they arise, which is also a benefit to public safety.

Administration's Recommendation:

Approve Resolution No. 19-008 for the DUI HVE Overtime Grant.

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Public Hearing: February 12, 2019

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 19-008

A Resolution of the Palmer City Council Accepting and Appropriating the 2019 State of Alaska High Visibility Enforcement Overtime Grant 405d M5HVE-19-01-FA(A)-10 in the Amount of \$16,120.00 to be Used for High Visibility DUI Enforcement Activities by the Palmer Police Department

WHEREAS, alcohol and drug DUI crimes are a public safety concern for the citizens of the City of Palmer; and

WHEREAS, the Palmer Police Department is tasked with detecting, investigating, and charging offenders of DUI crime; and

WHEREAS, the Palmer Police Department has been awarded \$16,120.00 under the State of Alaska Department of Transportation 2019 High Visibility Enforcement Grant for overtime DUI enforcement activities.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to accept and appropriate \$16,120.00 from the State of Alaska Department of Transportation to be used for Palmer police officers to engage in high visibility DUI enforcement activities during the dedicated enforcement period from August 14 through September 3, 2019.

ORIGINAL SCOPE OF WORK

The City proposes to use the funds from the State of Alaska Department of Transportation to fund voluntary overtime for Palmer Police Department patrol officers to engage in high visibility enforcement of DUI laws. The enforcement will consist of extra patrol dedicated to detection, investigation, and prosecution of alcohol and drug DUI cases, which are a public safety concern for the citizens of the City of Palmer. Enforcement periods are specifically identified by the State of Alaska in the grant document and focus on holiday periods or other times when DUI activity tends to be high.

Approved by the Palmer City Council this ____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



Supplemental DUI Enforcement

State of Alaska, DOT & PF
P.O. Box 112500
Juneau, AK 99801-2500
Ph: 907-465-4070
Fx: 907-465-6984
dot.alaska.gov/highwaysafety

Grantee Name and Address: Palmer Police Department 423 S. Valley Way Palmer, Alaska 99645	Title/ Short Description: FFY2019 High Visibility Enforcement DUI Events
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Action Requested New Setup Revision of Agreement: Please provide change in the Enforcement Plan Breakdown.

ACTUAL COST OF OVERTIME TO INCLUDE BENEFITS IS NOT TO EXCEED THE FOLLOWING AMOUNT INCLUDING VEHICLE USAGE	\$ 16,120.00
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Enforcement Plan Breakdown				
Enforcement Period	Budget of Time/Hours			Budget
	EXPENSE ITEMS	HOURS	AVERAGE HOURLY	
Labor Day Holiday Period 18:00, 8/14/19 through 06:00, 9/3/19	Hours	155.00	\$ 98.00	\$ 15,190.00
	Vehicle Usage		\$ 6.00	\$ 930.00
Enforcement Period Total:				\$ 16,120.00
	Hours		\$	-
	Vehicle Usage		\$ 6.00	-
Enforcement Period Total:				\$ -
	Hours		\$	-
	Vehicle Usage		\$ 6.00	-
Enforcement Period Total:				\$ -
	Hours		\$	-
	Vehicle Usage		\$ 6.00	-
Enforcement Period Total:				\$ -
	Hours		\$	-
	Vehicle Usage		\$ 6.00	-
Enforcement Period Total:				\$ -
Total Hours				\$ 15,190.00
Total Vehicle Usage				\$ 930.00
GRAND TOTAL of Enforcement Periods				\$ 16,120.00

Purpose/Objectives: In order to reduce deaths and injuries caused by impaired drivers, the Grantee will conduct high-visibility DUI enforcement as detailed in the Alaska Strategic Enforcement Partnership Enforcement Plan submitted to the Alaska Highway Safety Office in April 2006. The **Palmer Police Department** agrees to participate in the following enforcement blitzes from October 1, 2018 through September 30, 2019. As a guideline, a minimum of three (3) self-initiated contacts per hour funded with a 'desired outcome' of contacting as many violators as possible should be made. **Allowable use of funds is for overtime salary @ 1.5 times the normal rate, wages and benefits of commissioned personnel in direct support of operational activity.** To receive reimbursement for personnel services the department must provide activity sheets, overtime hours worked and the overtime hourly rates for each officer.

Agreement are as outlined above for FFY2019 Grant period of October 1, 2018 - Sep. 30, 2019.

Project Control DUI Enforcement Agreement Approved

Accepted for the Grantee by:	Grants Administrator: Miles Brookes
Signature _____ Date _____	Signature _____ Date _____

You may proceed with the activities for the Categories and specific Tasks enumerated in the above Enforcement Agreement. Conditions to this agreement are as outlined in the "Agreement Conditions" **CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT.**

This Enforcement Agreement is cumulative and supersedes all prior Enforcement Agreements.

The AHSO Administrator for this NTP is: Tammy Kramer
Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by: Tammy Kramer

Signature _____ Date _____
Alaska Highway Safety Office Form, Revision 4/28/19

Section 3: Agreement Conditions

THE FOLLOWING CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT

- A. **Contingent Upon Federal Funding:** The award of grant funding is subject to the availability of Federal funding. The AHSO reserves the right to incrementally fund any awarded grant at any time during the grant period.
- B. **Match:** The Subgrantee agency is expected to provide a local hard dollar match when funding for personnel is included in this Agreement. The local match is a minimum of 10 percent for first year projects, 50 percent for the second year of project funding, and 75 percent for the third year of project funding. Funding identified by the Subgrantee to meet the "hard" match requirement shall not originate from other federal funds or be used as match for another federal program.
- C. **Nondiscrimination:** The Subgrantee agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. **BUY AMERICA Requirement:** The Buy America Act, 49 U.S.C. 5323(j) prohibits States from using highway safety grant funds under 23 U.S.C. Chapter 4 to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is no minimum purchase threshold that exempts the need for a waiver. The Subgrantee agency agrees not to place any order for, or make any purchase of, any product which is not produced in the United States without documentation of a written waiver from the U.S. Department of Transportation. All requests for such waivers shall be submitted to the Alaska Highway Safety Office (AHSO).
- E. **Property:** State and Local Agencies and Other Non-State Subgrantees: Equipment and other property acquired under this Agreement for use in highway safety projects shall be used and kept in operation for highway safety purposes. State Agencies: Property management standards described in the "State Property Accounting Manual" will be used in accounting for equipment purchased under this Agreement. Local Agencies and Other Non-State Subgrantees: Standards for property management described in 49 CFR 18.32(c) through e) will be used in accounting for equipment purchased under this Agreement. The Applicant Agency shall seek disposition instructions from the AHSO prior to disposing of any item of equipment purchased under this project. Nothing in this Agreement shall prevent the Applicant Agency from following existing property management standards that exceed the requirements set out in 49 CFR 18.32(c) through (e).
- F. **Copyright:** The AHSO and the U.S. Department of Transportation reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State or Federal government purposes: 1) the copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and 2) any rights of copyright to which a grantee, sub grantee, or a contractor purchases ownership with grant support.
- G. **Subcontracts:** Services performed, or materials provided, by a Subgrantee's subcontractor shall align with the objectives and intent of the grant agreement. The AHSO will not reimburse for work performed by any subcontractor until a copy of the subcontract is reviewed by the AHSO and deemed to meet the objectives of the grant agreement.

- H. **Sub Awards to Debarred and Suspended Parties:** Subgrantees must not make any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

Instructions for Primary Certification:

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

- I. **Standards for Americans with Disabilities:** Subgrantees, contractors, and others who receive funding from the State of Alaska, Department of Transportation and Public Facilities, to provide a service or services to the general public as an agent of the state must certify that all programs, services, and activities operated under the grant or contract are made available to the general public in compliance with the Americans with Disabilities Act of 1990. Grant or contract recipients are subject to state review.
- J. **Procurement Standards:** Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 49 CFR 18.36.
- K. **Progress Reports:** The Subgrantee agency shall submit quarterly narrative progress reports by mail or electronically which must include an update on grant performance measures, by the 15th of the month following the end of each calendar quarter and an annual evaluation report by November 15th during the life of the project.
- L. **Financial Reports:** The Subgrantee agency certifies it has an accounting system capable of properly accounting for expenditures made under this project. Claims for costs incurred must be submitted on a monthly basis, by the 15th of the end of the previous month. Claims must be accompanied by supporting documentation which may be submitted by mail or electronically. Original copies of all supporting documentation submitted electronically must be kept in the Subgrantee agency's grant project file for at least three years after the end date of the grant.
- M. **News Releases:** The AHSO encourages Subgrantee agencies to publicize the Highway Safety project award. The "Alaska Highway Safety Office" shall be named as the granting agency in any news releases announcing the project award. Any subsequent news releases written by the Subgrantee agency regarding the project and related activity shall mention the "Alaska Highway Safety Office".
- N. **Highway Safety Tag:** The "Alaska Highway Safety Office" shall be identified as the sponsor or co-sponsor in any public information materials developed under a highway safety project. This requirement includes public service announcements on radio and television, newspaper advertisements, pamphlets and brochures, and promotional "giveaways" such as bumper stickers, key chains, etc. Promotional items must include both AHSO and Alaska's "Target Zero" logo or wording to support the Alaska Strategic Highway Safety Plan as well as the type or national/state slogan of the current national or state driver behavior program: Impaired Driving, Occupant Protection, Traffic Records, Motorcycle Safety, etc. Examples of a national program include "Click It Or Ticket", and "Drive Sober Or Get Pulled Over".
- O. **Record Retention:** All financial and programmatic records, supporting documents, statistical records, and other records of the Subgrantee agency which are required to be maintained by the terms of 49 CFR 18.42 and other records reasonably considered as pertinent to program regulations or the project agreement must be retained for a period of three years after submittal of the final claim. Additional record retention requirements may be found in 49 CFR 18.42 and are incorporated and made part of this Agreement by reference. The AHSO and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

- P. **Enforcement:** If the Subgrantee agency materially fails to comply with any term of this Agreement, the AHSO may take one or more of the actions listed in 49 CFR 18.43(a)(1) through (5), as appropriate in the circumstances. Additional provisions for enforcement are listed in 49 CFR 18.45(b) through (d).
- Q. **Termination for Convenience:** Except as provided in 49 CFR 18.43, this Agreement may be terminated in whole or in part only as follows: a) by the AHSO with the consent of the Subgrantee agency, in which case the two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated, or b) by the Subgrantee agency upon written notification to the AHSO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, however, in the case of a partial termination, the AHSO determines that the remaining portion of this Agreement will not accomplish the purposes for which the award was made, the AHSO may terminate the Agreement in its entirety under either 49 CFR 18.43 or paragraph a) of this section.
- R. **Audit:** The Subgrantee agency agrees to arrange for a financial and compliance audit as required under the Single Audit Act of 1984 and to provide a copy of the final audit report to the AHSO upon request. The CFDA (Catalog of Federal Domestic Assistance) number of the State and Community Highway Safety Program is 20.600-20.613. The financial agency responsible for arranging for the audit shall be advised by the Subgrantee agency of this number.
- S. **Laws of Alaska:** This Agreement shall be governed in all respects by the laws of the State of Alaska.
- T. **Limited English Proficient Persons (LEP) Guidance:** Two Federal authorities, Title VI of the Civil Rights Act of 1964 and the Presidential Executive Order (EO) 13166, Improving Access to Services for Persons with Limited English Proficiency, require the ADOT&PF to provide LEP persons with meaningful access to programs, activities and services. To fully implement Title VI and EO 13166, the U.S. DOT published guidance to its recipients of Federal assistance on December 14, 2005 in the Federal Register. ADOT&PF is required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. If you have any questions, please contact the Civil Right Manager, at 907 269-0850.
- U. **Political Activity (Hatch Act):** The Subgrantee agency will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Signature of Subgrantee Project Manager: _____ **Date:** _____

Section 4: Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Subgrantee Project Manager: _____ **Date:** _____

**City of Palmer
Resolution No. 19-009**

Subject: Accepting and Appropriating the 2019 State of Alaska High Visibility Click It or Ticket Enforcement Grant 402PT-19-06-00 (A)-8 in the Amount of \$2,080.00 to be Used for High Visibility Seatbelt Enforcement Activities by the Palmer Police Department

Agenda of: February 12, 2019

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



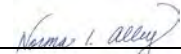
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
	Community Development		
X	Finance		1-21-19
	Fire		
X	Police		1-21-19
	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: \$ 2,080.00

This legislation (√):

- Creates revenue in the amount of: \$ 2,080.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 52-00-00-3420 Police Services; 52-01-21-6015 Regular Overtime
- Not budgeted 52-01-21-6012 Regular Benefits; 52-01-21-6035 Fuel

Director of Finance Signature: 

Attachment(s):

- Resolution No. 19-009
- Grant Award Documents

Summary Statement/Background:

The City of Palmer has applied to the State of Alaska Department of Transportation for grant monies in the amount of \$2,080.00 to fund high visibility overtime seatbelt enforcement. That amount includes \$1,960.00 for officers to conduct additional seatbelt enforcement during high intensity periods when such infractions are more likely. The enforcement is strictly on an overtime basis and will not detract from routine patrol or other duties required of the Palmer Police Department. The enforcement is also voluntary on the part of the officers. The additional \$120.00 is to cover additional fuel costs incurred by the extra enforcement activity. No matching funds are required. The enforcement period runs from May 13, 2019 through June 3, 2019.

Seatbelt infractions represent a public safety concern due to increased risk of injury in motor vehicle accidents. The grant will allow for extra patrol specifically focused on detecting, investigating, and citing those motorists who violate Alaska seatbelt laws. The ultimate objective is an increase in voluntary compliance with existing seatbelt statutes. During the course of their enforcement activities, officers also encounter and investigate other crimes and violations on their traffic stops. In the past these have include driving offenses, drug offenses, as well as simple speeding and other traffic violations. The officers address these crimes and violations as they arise, which is also a benefit to public safety.

Administration's Recommendation:

Approve Resolution No. 19-009 Accepting and Appropriating the 2019 State of Alaska High Visibility Click It Or Ticket Enforcement Grant 402PT-19-06-00 (A)-8 in the Amount of \$2,080.00

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Public Hearing: February 12, 2019

Action:

Vote:

Yes:

No:

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**CITY OF PALMER, ALASKA
Resolution No. 19-009**

A Resolution of the Palmer City Council Accepting and Appropriating the 2019 State of Alaska High Visibility Click It or Ticket Enforcement Grant 402PT-19-06-00 (A)-8 in the Amount of \$2,080.00 to be Used for High Visibility Seatbelt Enforcement Activities by the Palmer Police Department

WHEREAS, seatbelt infractions are a public safety concern for the citizens of the City of Palmer; and

WHEREAS, seatbelt usage has been shown to reduce the risk of bodily injury in a vehicle collision; and

WHEREAS, the Palmer Police Department is tasked with enforcing state statutes, including the seat belt statute to increase the safety of the driving public; and

WHEREAS, the Palmer Police Department has been awarded \$2,080.00 under the State of Alaska Department of Transportation 2019 Click It or Ticket Enforcement Mobilization.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to accept and appropriate \$2,080.00 from the State of Alaska Department of Transportation to be used for Palmer police officers to engage in overtime high visibility seatbelt enforcement activities during dedicated enforcement periods from May 13, 2019, through June 3, 2019.

ORIGINAL SCOPE OF WORK

The City proposes to use the funds from the State of Alaska Department of Transportation to fund voluntary overtime for Palmer Police Department patrol officers to engage in high visibility enforcement of seatbelt laws. The enforcement will consist of extra patrol dedicated to detection, investigation, and prosecution of seatbelt infractions, which are a public safety concern for the citizens of the City of Palmer. The enforcement period is specifically identified by the State of Alaska in the grant document and coincides with the Click-it-or-Ticket National Enforcement Mobilization.

Approved by the Palmer City Council this ____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



Supplemental CIOT Enforcement

State of Alaska, DOT & PF
P.O. Box 112500
Juneau, AK 99801-2500
Ph: 907-465-4070
Fx: 907-465-6984
dot.alaska.gov/highwaysafety

Grantee Name and Address: Palmer Police Department 423 S. Valley Way Palmer, Alaska 99645	Title/ Short Description: FFY2019 High Visibility Enforcement - CIOT Events
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Action Requested New Setup Revision of Agreement: Please provide change in the Enforcement Plan Breakdown.

ACTUAL COST OF OVERTIME TO INCLUDE BENEFITS IS NOT TO EXCEED THE FOLLOWING AMOUNT INCLUDING VEHICLE USAGE	\$ 2,080.00
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Enforcement Plan Breakdown				
Enforcement Period	Budget of Time/Hours			Budget
	EXPENSE ITEMS	HOURS	AVERAGE HOURLY	
Memorial Day Holiday Period 18:00, 5/13/19 through 06:00, 6/3/19	Hours		\$ 98.00	\$ 1,960.00
	Vehicle Usage	20.00	\$ 6.00	\$ 120.00
Enforcement Period Total:				\$ 2,080.00
	Hours		\$ -	\$ -
	Vehicle Usage	0.00	\$ 6.00	\$ -
Enforcement Period Total:				\$ -
	Hours		\$ -	\$ -
	Vehicle Usage	0.00	\$ 6.00	\$ -
Enforcement Period Total:				\$ -
	Hours		\$ -	\$ -
	Vehicle Usage	0.00	\$ 6.00	\$ -
Enforcement Period Total:				\$ -
Total Hours			\$ 1,960.00	
Total Vehicle Usage			\$ 120.00	
GRAND TOTAL of Enforcement Periods				\$ 2,080.00

Purpose/Objectives: In order to reduce deaths and injuries caused by unrestrained motor vehicle occupants and to increase compliance with Alaska's primary seat belt law, the Grantee will conduct high-visibility seat belt enforcement as detailed in the Alaska Strategic Enforcement Partnership Enforcement Plan submitted to the Alaska Highway Safety Office in April 2006. The **Palmer Police Department** agrees to participate in the following enforcement blitzes from October 1, 2018 through September 30, 2019. As a guideline, a minimum of three (3) self-initiated contacts per hour funded with a 'desired outcome' of contacting as many violators as possible should be made. **Allowable use of funds is for overtime salary @ 1.5 times the normal rate, wages and benefits of commissioned personnel in direct support of operational activity.** To receive reimbursement for personnel services the department must provide activity sheets, overtime hours worked and the overtime hourly rates for each officer.

Agreement are as outlined above for FFY2019 Grant period of October 1, 2018 - September 30, 2019.

Project Control CIOT Enforcement Agreement Approved

Accepted for the Grantee by:	Grants Administrator: Miles Brookes
Signature _____ Date _____	Signature _____ Date _____

You may proceed with the activities for the Categories and specific Tasks enumerated in the above Enforcement Agreement. Conditions to this agreement are as outlined in the "Agreement Conditions" **CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT.**

This Enforcement Agreement is cumulative and supersedes all prior Enforcement Agreements.

The AHSO Administrator for this NTP is: Tammy Kramer
Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by: Tammy Kramer

Signature _____ Date _____	
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Section 3: Agreement Conditions

THE FOLLOWING CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT

- A. **Contingent Upon Federal Funding:** The award of grant funding is subject to the availability of Federal funding. The AHSO reserves the right to incrementally fund any awarded grant at any time during the grant period.
- B. **Match:** The Subgrantee agency is expected to provide a local hard dollar match when funding for personnel is included in this Agreement. The local match is a minimum of 10 percent for first year projects, 50 percent for the second year of project funding, and 75 percent for the third year of project funding. Funding identified by the Subgrantee to meet the "hard" match requirement shall not originate from other federal funds or be used as match for another federal program.
- C. **Nondiscrimination:** The Subgrantee agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. **BUY AMERICA Requirement:** The Buy America Act, 49 U.S.C. 5323(j) prohibits States from using highway safety grant funds under 23 U.S.C. Chapter 4 to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is no minimum purchase threshold that exempts the need for a waiver. The Subgrantee agency agrees not to place any order for, or make any purchase of, any product which is not produced in the United States without documentation of a written waiver from the U.S. Department of Transportation. All requests for such waivers shall be submitted to the Alaska Highway Safety Office (AHSO).
- E. **Property:** State and Local Agencies and Other Non-State Subgrantees: Equipment and other property acquired under this Agreement for use in highway safety projects shall be used and kept in operation for highway safety purposes. State Agencies: Property management standards described in the "State Property Accounting Manual" will be used in accounting for equipment purchased under this Agreement. Local Agencies and Other Non-State Subgrantees: Standards for property management described in 49 CFR 18.32(c) through e) will be used in accounting for equipment purchased under this Agreement. The Applicant Agency shall seek disposition instructions from the AHSO prior to disposing of any item of equipment purchased under this project. Nothing in this Agreement shall prevent the Applicant Agency from following existing property management standards that exceed the requirements set out in 49 CFR 18.32(c) through (e).
- F. **Copyright:** The AHSO and the U.S. Department of Transportation reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State or Federal government purposes: 1) the copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and 2) any rights of copyright to which a grantee, sub grantee, or a contractor purchases ownership with grant support.
- G. **Subcontracts:** Services performed, or materials provided, by a Subgrantee's subcontractor shall align with the objectives and intent of the grant agreement. The AHSO will not reimburse for work performed by any subcontractor until a copy of the subcontract is reviewed by the AHSO and deemed to meet the objectives of the grant agreement.

- H. **Sub Awards to Debarred and Suspended Parties:** Subgrantees must not make any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

Instructions for Primary Certification:

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

- I. **Standards for Americans with Disabilities:** Subgrantees, contractors, and others who receive funding from the State of Alaska, Department of Transportation and Public Facilities, to provide a service or services to the general public as an agent of the state must certify that all programs, services, and activities operated under the grant or contract are made available to the general public in compliance with the Americans with Disabilities Act of 1990. Grant or contract recipients are subject to state review.
- J. **Procurement Standards:** Subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 49 CFR 18.36.
- K. **Progress Reports:** The Subgrantee agency shall submit quarterly narrative progress reports by mail or electronically which must include an update on grant performance measures, by the 15th of the month following the end of each calendar quarter and an annual evaluation report by November 15th during the life of the project.
- L. **Financial Reports:** The Subgrantee agency certifies it has an accounting system capable of properly accounting for expenditures made under this project. Claims for costs incurred must be submitted on a monthly basis, by the 15th of the end of the previous month. Claims must be accompanied by supporting documentation which may be submitted by mail or electronically. Original copies of all supporting documentation submitted electronically must be kept in the Subgrantee agency's grant project file for at least three years after the end date of the grant.
- M. **News Releases:** The AHSO encourages Subgrantee agencies to publicize the Highway Safety project award. The "Alaska Highway Safety Office" shall be named as the granting agency in any news releases announcing the project award. Any subsequent news releases written by the Subgrantee agency regarding the project and related activity shall mention the "Alaska Highway Safety Office".
- N. **Highway Safety Tag:** The "Alaska Highway Safety Office" shall be identified as the sponsor or co-sponsor in any public information materials developed under a highway safety project. This requirement includes public service announcements on radio and television, newspaper advertisements, pamphlets and brochures, and promotional "giveaways" such as bumper stickers, key chains, etc. Promotional items must include both AHSO and Alaska's "Target Zero" logo or wording to support the Alaska Strategic Highway Safety Plan as well as the type or national/state slogan of the current national or state driver behavior program: Impaired Driving, Occupant Protection, Traffic Records, Motorcycle Safety, etc. Examples of a national program include "Click It Or Ticket", and "Drive Sober Or Get Pulled Over".
- O. **Record Retention:** All financial and programmatic records, supporting documents, statistical records, and other records of the Subgrantee agency which are required to be maintained by the terms of 49 CFR 18.42 and other records reasonably considered as pertinent to program regulations or the project agreement must be retained for a period of three years after submittal of the final claim. Additional record retention requirements may be found in 49 CFR 18.42 and are incorporated and made part of this Agreement by reference. The AHSO and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

- P. **Enforcement:** If the Subgrantee agency materially fails to comply with any term of this Agreement, the AHSO may take one or more of the actions listed in 49 CFR 18.43(a)(1) through (5), as appropriate in the circumstances. Additional provisions for enforcement are listed in 49 CFR 18.45(b) through (d).
- Q. **Termination for Convenience:** Except as provided in 49 CFR 18.43, this Agreement may be terminated in whole or in part only as follows: a) by the AHSO with the consent of the Subgrantee agency, in which case the two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated, or b) by the Subgrantee agency upon written notification to the AHSO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, however, in the case of a partial termination, the AHSO determines that the remaining portion of this Agreement will not accomplish the purposes for which the award was made, the AHSO may terminate the Agreement in its entirety under either 49 CFR 18.43 or paragraph a) of this section.
- R. **Audit:** The Subgrantee agency agrees to arrange for a financial and compliance audit as required under the Single Audit Act of 1984 and to provide a copy of the final audit report to the AHSO upon request. The CFDA (Catalog of Federal Domestic Assistance) number of the State and Community Highway Safety Program is 20.600-20.613. The financial agency responsible for arranging for the audit shall be advised by the Subgrantee agency of this number.
- S. **Laws of Alaska:** This Agreement shall be governed in all respects by the laws of the State of Alaska.
- T. **Limited English Proficient Persons (LEP) Guidance:** Two Federal authorities, Title VI of the Civil Rights Act of 1964 and the Presidential Executive Order (EO) 13166, Improving Access to Services for Persons with Limited English Proficiency, require the ADOT&PF to provide LEP persons with meaningful access to programs, activities and services. To fully implement Title VI and EO 13166, the U.S. DOT published guidance to its recipients of Federal assistance on December 14, 2005 in the Federal Register. ADOT&PF is required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. If you have any questions, please contact the Civil Right Manager, at 907 269-0850.
- U. **Political Activity (Hatch Act):** The Subgrantee agency will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Signature of Subgrantee Project Manager: _____ **Date:** _____

Section 4: Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Signature of Subgrantee Project Manager: _____ **Date:** _____

**City of Palmer
Resolution No. 19-010**

Subject: Appropriating \$13,134.00 for the Purchase of a Ventrac Sidewalk Snow Vehicle (SSV) and Attachments and Authorizing the City Manager to Purchase a Ventrac SSV with Attachments in the Amount of \$27,966.85

Agenda of: February 12, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>01/22/2019</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

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: \$ 27,966.65

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>27,966.65</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>09-01-10-6054 14,833.00</u>
<input checked="" type="checkbox"/>	Not budgeted		<u>09-01-10-6054 13,134.00</u>

Director of Finance Signature: *[Signature]*

Attachment(s):

- Resolution 19-010
- Ventrac Totem Sourcewell Quote

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, there remains \$14,833 in funding for equipment after that purchase. An additional \$13,134.00 is required to make this purchase.

The city does not currently have specialized equipment for large scale sidewalk snow removal and has examined specialized equipment in the past which has shown to be too costly and oversized (larger than 36") for the sidewalks within the City of Palmer.

Recently Ventrac has produced a specialized sidewalk snow removal vehicle that is both the appropriate size and reasonably priced. It is currently the only commercial style vehicle available and serviced within the State of Alaska. This vehicle would replace the use of a tractor with a modified brush attachment and road grader blading of sidewalks in the future that currently cannot reach all sidewalks.

This action memorandum requests authorization to purchase this brush chipper using the Sourcewell (formerly the National Joint Powers Alliance (NJPA)) contract pricing.

The City of Palmer chose to take advantage of its ability to attach to the Sourcewell contract for purchase of equipment 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 Sourcewell that purchases many snow removal items of equipment per year, enjoys a greater discount versus buying one
- The City of Palmer benefits from the fact that the Sourcewell 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.

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

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

Administration's Recommendation:

Approve Resolution No. 19-010 Appropriating \$13,134.00 for the Purchase of a Ventrac Sidewalk Snow Vehicle (SSV) and Attachments and Authorizing the City Manager to Purchase a Ventrac SSV with Attachments in the Amount of \$27,966.65

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Public Hearing: February 12, 2019

Action:

Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 19-010

A Resolution of the Palmer City Council Appropriating \$13,134.00 for the Purchase of a Ventrac Sidewalk Snow Vehicle (SSV) and Attachments and Authorizing the City Manager to Purchase a Ventrac SSV with Attachments in the Amount of \$27,966.85

WHEREAS, cleared sidewalks are a public safety concern for the citizens of the City of Palmer; and

WHEREAS, the city does not currently have specialized sidewalk clearing equipment; and

WHEREAS, Public Works is tasked with clearing public roadways and city owned sidewalks, to increase the safety of the driving and walking public.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to appropriate \$13,134.00 for the purchase of a Ventrac Sidewalk Snow Vehicle (SSV) and attachments and authorize the city manager to purchase a Ventrac SSV with attachments in the amount of \$27,966.65.

Approved by the Palmer City Council this ____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

VENTRAC

SIDEWALK SNOW



Prepared for:

Nathan Wallace
City of Palmer
Palmer, AK

Your local dealer:

TOTEM EQUIPMENT &
SUPPLY
2536 COMMERCIAL DRIVE
ANCHORAGE AK 99501

NJ380

SIDEWALK SNOW BROOM



VENTRAC

- Perfect For Sidewalks
- Sized For Narrow Walks
- Clears Down To Pavement
- Reversible Brush Rotation
- Hydraulic Angle Adjustment

SIDEWALK SNOW BROOM

Model NJ380

Dimensions

Working Width 38 inches

Angled Width 35 inches

Overall Width 44 inches

Weight 350 lbs

General

Broom Diameter 21 inches



The NJ380 Power Broom for the Ventrac SSV features a working width of 38 inches and an angled width of 35 inches, making it a perfect solution for cleaning snow and debris from sidewalks and walkways.



Reversible brush rotation

NB200

BRINE KIT



- Precision Application
- One Pass Application
- 20 Gallon Tank
- Perfect For Sidewalks
- Variable Spray Widths

BRINE KIT

Model	NB200
Volume	20 GAL
Spray Pattern	36"–48"

The NB200 Brine Kit features a 20 gallon tank and rear mounted nozzles. The nozzles distribute brine in a 36" - 48" spray pattern. The optional wand features a coiled hose for easy storage and operation.



NA130

DROP SPREADER



- Precision Application
- One Pass Application
- Compression Roller System
- Perfect For Sidewalks
- Patented Agitation System
- Variable Speed Controller

DROP SPREADER

Model NA130

General

Overall Width 35 inches

Overall Height 20 inches

Overall Length 26 inches

Weight 130 lbs

Material Capacity 100 lbs

Drop Width 29 inches



The Ventrac SSV Sidewalk Drop Spreader is the ultimate tool for spreading an array of deicing materials with precision flow control. Designed with a narrow frame and a 34" drop pattern, this spreader is ideal for spreading material on sidewalks and other narrow walkways using the Ventrac SSV.

The stainless steel hopper prevents premature failure due to rust and corrosion. The innovative agitation system prevents material bridging and eliminates the need for a traditional, noisy vibration motor.



NX340

SNOW BLOWER



VENTRAC

- Perfect For Sidewalks
- Cuts Through Deep Snow Easily
- Hydraulic Chute Rotation
- Sized For Narrow Walks
- Two Stage Blower
- Commercial Grade Construction

SNOW BLOWER

Model NX340

Dimensions

Length	47 inches
Overall Height	51-1/2 inches
Overall Width	34-1/4 inches
Weight	350 lbs

General

Blowing Distance	30 ft (depending on conditions)
Chute Rotation	228°
Auger Diameter	12-3/16 inches
Main Auger RPM	180 RPM (based on 3,600 RPM)
Directional Control	Hydraulic
Fan Diameter	18 inches
Fan RPM	750 RPM (based on 3,600 RPM)



The 34" wide Ventrac KX340 Snow Blower is built for commercial snow clearing operations of sidewalks, driveways, and other areas. A two stage snow blower, the KX340 features a 12-3/16" diameter solid auger for best snow transfer, a large 18" diameter fan, and the ability to move SSV pounds of snow per minute at distances up to 30 feet. Standard features include adjustable cast iron skid shoe discs at the rear, high carbon hardened steel shoes at the side, and a reversible high carbon hardened steel cutting edge.

The hydraulically activated discharge chute can rotate 228 degrees, all from the convenience of Ventrac's exclusive S.D.L.A. control system. Chute deflection is manually adjustable. An electric chute deflection controller is optional.

ACCESSORIES

- 12V Switch & Plug





The Ventrac SSV makes it easy and efficient to manage snow and ice on sidewalks. The SSV is a dedicated Sidewalk Snow Vehicle with an industry-first 36" working width in order to allow access to the tightest areas of any property. The SSV allows for more reduction of hand labor and walk-behind equipment than ever before. It's also designed with a full arsenal of commercial quality snow removal attachments and de-icing options that are engineered to provide a system that can handle any winter storm. The wait for a proper sidewalk snow machine is finally over.

Standard Features:

- Sealed Electrical System
- Easy Engine Access
- Commercial Grade Engine
- Battery Disconnect Switch
- Tight Turning Radius
- Front Hydraulic Couplers - Drip free
- Heavy Duty Welded Steel Frame
- Full Front & Rear Skid Plates

Optional Accessories Include:

- Adjustable Weight Transfer System
- Power Take Off
- Rear Lighting



SPECIFICATIONS

Model	SSV Kawasaki Gasoline
Stock Codes	39.61100
Accessory Options:	PTO, Weight Transfer & Rear Work Lights

Engines	
Engine Manufacturer	Kawasaki
Engine	FS600V
Max Operating Speed	3600rpm
Horsepower	18.5
Peak Torque	32.5 @ 2200rpm
Displacement	603cc
Cylinders	2
Engine Oil	Ventrac Full Synthetic 10W30
Fuel Type	Gasoline
Fuel Capacity	3.3 gal (12.5L)
Fuel Economy	1.0 gal/hr
Slope Rating	10° (18% Grade)
Alternator	20 Amps

Dimensions	
Weight	970 lb (440 kg)
Weight with accessories kits	1020 lb (463 kg)
Wheelbase	28 inch (71 cm)
Length	67 inch (171 cm)
Width	34 inch (86 cm)
Height	55 inch (140 cm)
Turning Radius	0 inch (0 cm)

Electrical	
Battery	500 CCA (Group 51R)
Voltage	12 Volts
Battery Disconnect	150A Circuit Breaker
Fuses	Mini Fuse

Hitch and PTO (optional)	
Front Hitch	Ventrac Mount System
Electrical PTO clutch with Brake	Warner GT-2000

Lighting	
Head Lights	(2) 1200 Lumens LED Lights
Rear Work Lights	(2) 1200 Lumens LED Lights

Drivetrain	
Type	Hydrostatic
Pump	Hydro-Gear tandem, variable displacement piston type
Wheel Motors	Parker TJ Geroller
Hydraulic Oil Filter (Suction)	25 Micron, replaceable
Hydraulic Oil Filter (Pressurized)	10 Micron, replaceable



Instrumentation

Gauges	Hour Meter, Fuel Level
Indicator Lights	PTO, Parking Brake, Low Voltage, Low Oil Pressure

Controls	
Forward/Reverse	Hydraulic Lever Control
Attachment Lift	Joystick
Auxiliary Hydraulics	Joystick
Throttle	Dash Mounted
Front Hitch Lock	Hitch Mounted
PTO Belt Tensioner	Machine Spring

Weight Transfer	3 Position
Steering	Hydraulic Lever Steer

Tires	
Standard (All Terrain)	18x8.5-10 (46 x 22 x 25.4 cm)

Travel Speed (F/R)	
High Range	8 mph (12.8 kph) forward 5 mph (8 kph) reverse

All specifications subject to change without notice or obligation



500 Venture Drive
Orrville, OH 44667
1.866.836.8722

Fax: 330.683.0000
www.ventrac.com
info@ventrac.com



2100 SSV Tractor, Attachments & Accessories SourceWell Price List

Effective 11/01/2018
All Prices Reflect U.S. Dollars

2100 SERIES TRACTORS				
Part #	Model	Description		SourceWell
39.61100	2100C	Kawasaki 18.5 hp Gas	Air-Cooled	11,062.75

2100 TRACTOR ACCESSORIES - FACTORY INSTALLED*				
70.6011-99		2100C Accessories Kit	Includes PTO & Wt Transfer	1087.75

* Factory installed on assembly line only

2100 ATTACHMENTS				
39.65110	ND420	Snow Plow 42"		1,277.75
70.8181		Polyurethane Cutting Edge 42"		218.50
39.65111	ND540	Snow Plow 54"		1,477.25
70.8190		Polyurethane Cutting Edge 54"		228.00
39.65100	NJ380	Broom 38"		3,344.00
70.8180		12-Volt Actuator, Kit	Requires 12-Volt Switch & Plug	247.00
70.6006		12-Volt Switch & Plug, Kit	Required for 70.8180	247.00
39.65115	NX340	Snow Blower		4,132.50
70.8188		Deep Snow, Kit		394.25
70.8192		12-Volt Actuator, Kit	Requires 12-Volt Switch & Plug	270.75
70.6006		12-Volt Switch & Plug, Kit	Required for 70.8192	247.00

2100 TRACTOR ACCESSORIES - DEALER INSTALLED				
Accessories also available factory installed on assembly line (see above for pricing)				
70.6003		PTO, Kit		840.75
70.6004		Weight Transfer, Kit		142.50
70.6005		Rear Work Lights, Kit		247.00
70.6006		12V Switch & Plug, Kit		247.00
70.8180		NJ, 12-Volt Actuator, Kit		247.00
70.8192		NJ/NX, 12-Volt Actuator, Kit		270.75
70.6007		Strobe Light, Kit		270.75
70.6010		Storage Basket, Kit		389.50
70.6012		Tail Lights, Kit		64.60
70.6013		Horn, Kit		114.00
70.6014		Backup Alarm, Kit		147.25

2100 SPREADER OPTIONS				
70.6001	NA130	Drop Spreader/SALT		3,211.00
70.6002	NB200	Brine System 20 Gal		1,581.75
70.6015		Brine Spray Wand, Kit		166.25



Pricing Quote

Quote #: 31039-1922

Date Quoted: January 22, 2019
Quote Expires: February 22, 2019

Prepared For:

Nathan Wallace
City of Palmer
Palmer, AK

Prepared By:

TOTEM EQUIPMENT & SUPPLY
2536 COMMERCIAL DRIVE
ANCHORAGE AK 99501

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell (NJPA)	Total
1	NJ380 (39.65100)	Attachment: BROOM NJ, NJ380 Broom	3,344.00	3,344.00
1	70.8192	Accessory: Kit, 12V Actuator NX/NJ	270.75	270.75
1	70.6006	Accessory: 12V SWITCH & PLUG Kit, 12V Front NT	247.00	247.00
1	NB200 (70.6002)	Accessory: BRINE KIT NB, NB200 Brine System 20 Gal	1,581.75	1,581.75
1	NA130 (70.6001)	Accessory: SPREADER, DROP SSV NA, NA130 Drop Spreader	3,211.00	3,211.00
1	NX340 (39.65115)	Attachment: SNOW BLOWER NX, NX340 Snowblower	4,132.50	4,132.50
1	70.8192	Accessory: Kit, 12V Actuator NX/NJ	270.75	270.75
1	2100C (39.61100)	Ventrac Tractor: NT, 2100C SSV Kawasaki FS600V	11,062.75	11,062.75
1	70.6006	Accessory: 12V SWITCH & PLUG Kit, 12V Front NT	247.00	247.00
1	70.6011-99	Accessory: SSV ACCESSORIES KIT Kit, Accessory Opt. 2100C Factory	1,087.75	1,087.75
1	70.6005	Accessory: REAR WORK LIGHTS Kit, Rear Work Lights NT	247.00	247.00
1	70.6012	Accessory: Kit, Tail Lights NT	64.60	64.60

Subtotal 25,766.85

CHARGES

Freight +2,200.00

TOTAL USD \$ 27,966.85



**City of Palmer
Action Memorandum No. 19-019**

Subject: Approving a Council Community Grant in the Amount of \$5,000.00 to the YAK for Renovations

Agenda of: February 12, 2019

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


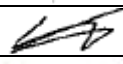

Originator Information:

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: \$ 5,000.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ <u>5,000.00</u>
<input checked="" 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 checked="" type="checkbox"/>	Budgeted	Line item(s): <u>01-02-10-6068 Community Council Grants</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

- Council Grant Application
- Scoresheet

Summary Statement/Background:

The YAK, a faith based, non-profit, dedicated to serving the youth and families in the community by providing a welcoming, safe, and fun place for all youth to go after school each day, is requesting a \$5,000.00 grant to help fund renovations in its new facility in Palmer.

This organization was sponsored in 2015 for \$1,000.00 for equipment purchase in AM No. 15-057.

In February, 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$15,000.00 in the Community Council Grants line item for 2019 that would finance approved Council grants.

Legislation #	Organization	Amount	Date Approved
	None for 2019 as of February 12, 2019		
Total 201 Grants approved prior:		0	

Administration's Recommendation:

To approve Action Memorandum No. 19-019 Approving a Council Community Grant in the Amount of \$5000.00 to the YAK for Renovations



City of Palmer • City Manager's Office

231 W. Evergreen Avenue • Palmer, AK 99645

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

Council Community Grant

The City of Palmer recognizes the valued contributions being provided through the volunteer efforts of community organizations, agencies, and individuals on behalf of its citizens. Community grant funding demonstrates Council's commitment to programs, services, projects and events that are benefits to the community while at the same time recognizing the financial constraints impacting the City's ability to provide funding.

The objectives of the City of Palmer Council Community Grant are:

- to provide modest levels of support and assistance to help foster and develop community programs, services, projects, and events that enhance the greater Palmer community's cultural and economic environment; and
- to treat all organizations fairly and consistently while creating a minimal administrative process.

Applicant eligibility

Preference will be given to organizations and groups that demonstrate Palmer community support and that propose a program, service, project or event (event) having the potential for positive economic and cultural impacts and that show evidence of efficient use of resources, sound business practices/accountability, and describe the organization's or group's knowledge, skills and self-reliance.

An applicant organization must meet the following general criteria in order to be considered for a Council Community grant:

1. Program, service, project or event must primarily benefit the community and residents of Palmer.
2. Program, service, project or event has City wide significance and is expected to bring economic and/or public relations benefit to the City.
3. Grant applicants should be able to demonstrate active fundraising efforts to support the continuation of the program, service, project or event. The City grant should not be considered as the primary source of funding for the organization.
4. Funding requests can be defined as programs, services, projects and events that economically benefit Palmer by supporting, sustaining, promoting, informing, educating, celebrating, preserving and/or providing access to the arts, culture, environment, heritage, recreation and/or health activities.
5. To qualify for funding, the group must demonstrate its commitment to all of the following principles:
 - a. Program, service, project or event is open – accessible – to all members of the community;
 - b. Program, service, project or event must take place within the Palmer city limits or within one mile of the city limits;
 - c. Program, service, project or event is effective in providing an economic benefit to Palmer;
 - d. applicant is accountable through sound management and financial practices;
 - e. Individuals are not eligible.



City of Palmer • City Manager's Office
231 W. Evergreen Avenue • Palmer, AK 99645
 Phone: 907-745-3271 Fax: 907-745-0930

Council Community Grant Application

Program, service, project or event title: Renovate The YAK
 Date(s) of program, service, project or event: Current - March 1st

Applicant Information

Name: Jeffrey Gail
 Address: PO Box 2366
 City: Palmer State: AK Zip: 99645
 Phone: 907-841-8138 Email: TheYAKdirector@gmail.com

Organization Information

Name of organization/group: The YAK
 Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ 5000
 Matching funds provided by applicant: \$ 15000

Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.
The YAK has moved locations and needs to renovate our new space in order to continue
operating a safe and beneficial youth center. This project will allow us to continue to get
our youth off the streets and into a safe and supervised "hang-out" spot. In addition, our
new location will provide an awesome community space and increase economic growth
within the city by reducing the number of distractive teens from our streets, businesses,
and library.

Project Scope of Work

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

In order for our program to be successful, we have consulted with Great Northern Engineering and Kuchar Construction for proper planning and plan to employ many skilled volunteers within our community for implementation. This project has just kicked off on January 7th and we plan to finish renovations by March 1st. Specific projects include purchasing and installing a boiler, insulation, bathroom fixtures, appliances, electrical systems, and finish carpentry, and paint. Russ Chafey, with the First Step program, will be taking care of our clean-up with his excellent workers!

Eligibility

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

This event will primarily benefit the community and residents of Palmer. Further details of eligibility explained within this application.

Matching Funding Source

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

The Friends of Palmer Golf Course Club has donated \$15k towards the renovation project and/or transportation updates. We would prefer to save these funds for transportation Builders Choice will be providing a portion of the lumber to help us accomplish our goals. This application is one of the several alternate sources of funding we are exploring in order to create a collaborative community effort to help our youth through our shared youth center, The YAK

Community Benefit

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

Since we currently serve over 200 Jr. and Sr. High students in our community, this necessary move will ensure this organization continues. In addition, our new space will create greater opportunities for collaborative efforts which will include, but not be limited to; Humdingers Gourmet Pizza, Artists Uncorked, 203Kumbucha, Backcountry Bike and Ski, Alaska Bible College, Mops, Love Surrounds, Wood and Wires, and many local churches. In order to evaluate the effectiveness of our programs and events, surveys will be created and implemented with applicable changes to follow accordingly.

Detailed Budget

Revenue:


Source:	Cash	In-Kind	Total
FPGGC	\$ 7500*	\$	\$ 7500
Builder Choice	\$	\$ 1000	\$ 1000
Humdingers Pizza	\$	\$ 2000	\$ 2000
	\$	\$	\$
	\$	\$	\$
Totals	\$ 7500*	\$ 3000	\$ 10500

Expenditures:

Item/Service:	Cash	In-Kind	Total
Boiler	\$ 5000	\$	\$ 5000
Lumber/sheetrock	\$ 5000	\$	\$ 5000
Paint/Labor	\$ 1500	\$	\$ 1500
Plans/Labor	\$ 3000	\$	\$ 3000
YAK Equipment	\$ 1000	\$	\$ 1000
Totals	\$	\$	\$ 15500

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature:



Date:

01/08/2019

For Office Use Only

Date received by Manager's Office:

City Council agenda date:

Action Memorandum No.:

City Council:

Approved

Denied

Date Manager's Office notified applicant of request outcome:

Project Name: The YAK Renovation

Reviewer Name: Nathan Wallace

Date: 1/15/2019

Qualification Pre-Check

All items listed below must be present before further review of application.

- X Event must be accessible to all members of the community.
- X Event must take place within Palmer city limits or within one mile of city limits.
- Yes Event has received funding from the City in the past. List the years funding was received: 2015 Council Discretionay Funds \$1000.00
- ☒ If event was supported by a City grant in the past, the post event report from the previous event is complete.

Page 120 of 143

		Application Elements	Expectations	Points Earned
Accessibility & Strategic Priorities	10 pts	7 pts.	3-0 pts	
	The application clearly states the economic benefits and the reader/evaluator easily understands the benefits to the community and residents of the City.	The application states the benefits, however it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the City.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the City.	10
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	7
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or has to use reason to understand the overall budget for the project.	The application does not include a project budget or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit as a result of the event.	The application states the degree of benefits; however, it is not clear and the reviewer/evaluator must assume or use reason to determine the how the community will benefit as a result of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefits as a result of this grant.	10
Reporting	The application clearly states how and when the City will receive a post event report on this project.	The application attempts to address how a post event report will be given to the City; however it is unclear and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the City or the reviewer/evaluator cannot determine how the report will be presented.	7
			Total:	54/60

**City of Palmer
Action Memorandum No. 19-020**

Subject: Authorizing the City Manager to Negotiate and Execute a Management Services Contract with Eagle Golf Course Management, LLC

Agenda of: February 12, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>1/23/19</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

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: \$ 417,000.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>417,000.00</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>15-01-10-6030</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: *[Signature]*

Attachment(s):

- Draft Management Services Contract

Summary Statement/Background:

The Palmer Municipal Golf Course is currently operated by Eagle Golf Course Management, LLC. The current contract is set to expire February 26, 2019, and has a clause that states the period of performance may be extended for additional periods only by mutual written agreement of the parties.

The previous agreement was crafted to comply with certain requirements imposed by a bond and conditions agreed upon by the city and the state to prevent PERS liability for personnel working at the golf course. The bond has since been paid off, PERS requirements still exist and are clarified in the agreement, and both parties agree that the current agreement needed updating. This ensures the operation of the golf course is conducted under a management service contract and not a personal service contract.

The operation of the golf course as an enterprise fund requires that revenues generated at the golf course be used for the operation and maintenance of the facility and that it be self-sustaining. This contract defines more clearly the responsibilities of the management of the course and the separation of other business activities that may be conducted on the premise by the operator to encourage more play and enhance the recreational experience the course provides.

Revenue generated from green fees, cart rentals, trail fees and driving range are to be used for the maintenance and operation of the course. The proshop/snackbar are the responsibility of Eagle Golf Course Management in terms of profit/loss to enhance and encourage play at the Palmer Golf Course.

This contract is for a period of 5 years with the option to renew an additional five year period for \$417,000.00 annually.

Administration's Recommendation:

To approve Action Memorandum No. 19-020 Authorizing the City Manager to Negotiate and Execute a Management Services Contract with Eagle Golf Course Management, LLC.

AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE

THIS AGREEMENT is made and entered into on this _____ day of _____ by and between the CITY OF PALMER, an Alaska municipal corporation, hereinafter called "CITY", and EAGLE GOLF COURSE MANAGEMENT, LLC, hereinafter referred to as "CORPORATION".

RECITALS

- A.** CITY owns the Palmer Municipal Golf Course, which is a premier feature within the community and in need of continued management.
- B.** The parties previously entered into an Agreement for the Operation and Management of the Palmer Municipal Golf Course, dated August 16, 2008; Agreement has been extended and supplemented by various Amendments, and is currently set to expire on February 26, 2019.
- C.** CITY is satisfied with CORPORATION's performance under the Agreements and CITY desires to enter into an agreement in order to facilitate long term planning for the improvement, enhancement and operation of the Golf Course.
- D.** CITY expects that the management of the golf course and related facilities meets the highest regionally comparative standard for operations, and shall provide patrons with a product and experience that is competitive for a public venue.
- E.** CORPORATION is willing and able to continue the operation and management of the golf course and related facilities with the intent and the obligation to enhance the desirability of the golf course, snack bar/proshop and all related facilities.
- F.** CORPORATION's operates the golf course so that visitors have a highly valued experience;
- G.** CITY expenditures support operations and CITY golf course revenues are returned to the facility to make improvements and ensure that the overall business remains competitive within the region.
- H.** CITY and CORPORATION recognize that promotion of the golf course, snack bar/proshop, and all related facilities is a primary factor towards increasing golf rounds, snack bar/proshop visits, and engaging community support.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants, conditions, and obligations of the Parties set forth herein, the CITY and CORPORATION hereby agrees as follows:

I.

TERM OF AGREEMENT

A. Term. The term of this Agreement shall be for a period of five (5) years, ending February 28, 2024. This provision shall not prevent the parties from developing amendments to the agreement to ensure the best and most appropriate management of all operations. CITY has granted CORPORATION the exclusive use of the Palmer Municipal Golf Course land and improvements. CORPORATION shall continue to occupy and operate the course, driving range and snack/pro shop.

B. Review. CITY and CORPORATION agree to review the terms of the Agreement and the operations of the golf course and all related facilities annually.

C. Previous Agreements. All previous agreements between the Parties, including agreements relating to the improvement of the Golf Course, snack bar/proshop, and related facilities, and financing thereof, are superseded by this Agreement.

II.

Payment and Performance

1. Fixed Contract price shall be \$417,000 per year. This amount shall be reviewed and may be revised annually at the mutual agreement of both parties.

a. Payment shall be as follows:

- 1) January 15: \$50,000
- 2) February 15: \$67,000
- 3) March 15: \$100,000
- 4) April 15: \$100,000
- 5) May 15: \$100,000

b. Payment schedule may be adjusted upon written request by CORPORATION, not to exceed annual contract amount. Any adjustment is subject to CITY approval.

2. Revenue generated through the sales of green fees (daily and presold), golf cart rentals (carts, boards, scooters, and other means of rental transportation on the course), trail fees, and driving range fees are collected by the CORPORATION on behalf of the CITY. City Employees with an approved City of Palmer identification card shall have green fees waived upon presentation of the identification card with the exception of tournaments. All guests of City Employees will be required to pay green fees.

3. Merchandise and Snack Bar (food and beverage) expenses are the

responsibility of the CORPORATION. Revenue generated through the sale of merchandise, snack bar sales (food and beverage), alcohol and golf club rentals are collected for the Corporation.

4. Corporation shall invoice the City monthly for amounts owed to Corporation from the sale of merchandise, snack bar (food and beverage), alcohol and golf club rentals. Corporation shall be paid by the 15th of the following month.

5. Corporation is responsible for the collection and remittance of applicable sales tax for items sold on the premises.

III.

GENERAL OBLIGATIONS OF CORPORATION

A. Course Supervision. CORPORATION is responsible for the general operation of the play on the course insofar as the playing and golfing public is concerned, shall enforce all rules and regulations which are adopted by CORPORATION from time to time, and shall assume responsibility for policing the course, keeping off trespassers, preventing injury to the course by players and others and preserving proper order in and about the general premises including the snack bar/proshop area. CORPORATION shall have the right to hire and dismiss their employees and to allow reduced rate golf to employees for non-prime time play. CORPORATION will provide to CITY a breakdown of total discounted rounds played by CORPORATION employees for the year.

B. General Manager. CORPORATION may hire a General Manager/Golf Professional or other individual who is well qualified to be in charge of the operation and management of the golf course, the clubhouse, snack bar/proshop, range, maintenance facilities and all other operations and amenities on the property. The manager will be familiar with best practices within the golf industry and at all times maintain a high quality of professional services while managing the Palmer Municipal Golf Course.

C. Course Hours of Operation. CORPORATION shall determine hours of operation. A competent representative of CORPORATION shall be available each day the course is open. There shall be no obligation to keep the course open when it is unplayable, although the clubhouse and snack bar/pro shop may remain open during regular business hours.

D. Fees. CORPORATION shall establish fees for snack bar/proshop pricing, and other charges for business operations by the CORPORATION.

CORPORATION shall review and recommend prices for greens fees, cart fees, and driving range fees as needed to ensure that costs for golf course operations are met and all expenditures are covered by revenue(s).

CORPORATION shall review green fees, cart fees and driving range fees as needed to ensure that costs for golf course operations are met and all expenditures are covered by revenues.

E. Golf Lessons and Instruction. CORPORATION shall make provisions for golf instruction including a variety of individual and group instruction to be given in the game of golf, so that the increased play of golf is encouraged and enjoyed.

F. Pro Shop Merchandise for Sale and Rent. CORPORATION is responsible for all merchandising of products, and shall at all times keep and maintain for sale and rental when appropriate a stock of merchandise, supplies and equipment in keeping with the demand and suitable for use upon the course including but not limited to clothing, golf clubs, golf bags, golf carts, golf shoes, tees, books and other golfing equipment and supplies. Corporation is solely responsible for the profit and / or loss of merchandise sold.

G. Other Business Activities. CORPORATION may carry on such other business activities on the premises as are compatible with the game of golf and the facilities. Activities may include but are not limited to the renting out of the facility for private receptions or parties. Such activities shall not interfere with the game of golf or, must adequately compensate the CITY for lost revenue due to golf revenues (green fees, golf cart rentals) being impacted. The snack bar/proshop are deemed to be community amenities, and be available for use by the public for receptions and banquets. The snack bar/proshop shall be maintained and operated competitively and profitably, offering quality food, beverage, and service comparable in quality and price to similar facilities in the region.

H. Course Promotion. CORPORATION shall have the responsibility to advertise and promote golf and tournaments, banquets & events, activities, the driving range and the snack bar/proshop facility, and any remaining services, to increase rounds of play, number of visitors and general community support for the facility. CORPORATION shall promote the facility as a public, municipal course and strive to reach a minimum of 15,000 rounds of golf each year.

I. In order to insure the continued success of the golf course, annual rounds need to be maintained to a level competitive to the marketplace and current industry, ultimately supporting and maintaining a fiscally viable business.

J. Course Maintenance and Repairs. CORPORATION shall properly maintain the course, including the trees, greens, fairways, and Clubhouse landscaping.

CORPORATION shall also service and maintain all equipment associated with course and clubhouse maintenance. Maintenance shall be a continuing obligation, so that the course, greens, fairways and grounds are safe, attractive and in a quality and competitive condition that promotes the use of all aspects of the facility.

CORPORATION shall maintain and submit a comprehensive city owned equipment list as well as the equipment's operational state annually.

Corporation will prioritize and allocate city budgeted repair and maintenance monies annually.

CORPORATION shall implement conservation practices whenever possible, or required by regulating agencies.

K. Communications. CORPORATION recognizes the need to communicate with users of the golf course facilities and also recognizes that the best interest of the community and the users of the facilities can be best served by maintaining an open line of communication. CORPORATION shall utilize all communication practices that are traditional and innovative with any person or group within the community that has an interest in the operation of the said facility.

L. Subcontracting. CORPORATION shall not be prohibited from subcontracting any of the functions described herein, although CORPORATION shall regularly inform CITY of any subcontract for services and have overall responsibility therefor.

M. Permits, Licenses, and Taxes. CORPORATION shall obtain, at its own expense, any and all permits and licenses which may be required by any public agency other than CITY for the exercise of said rights, licenses and privileges in connection with all operations. CORPORATION shall pay any and all taxes including but not limited to, sales taxes, which might be assessed CORPORATION for whatever purpose in the operation of the golf course and all related facilities. Property taxes on CITY owned land and buildings shall be the responsibility of the CITY.

N. Golf Course Beer and Wine License. The City holds a Golf Course License (AS 4.11.115) which is limited to the sale of beer and wine. Contractor shall manage beer and wine sales for the Golf Course under the City's license, and shall learn and comply with all applicable alcoholic beverage laws. In particular, the Contractor shall be responsible to inform the City of staff who are authorized to serve alcoholic beverages and to provide City Manager with proof that they all have current alcohol server training. City shall have the right to monitor Contractor's acts under this provision. All notices from the State of Alaska regarding the City's beer and wine license shall be directed to the City Manager.

O. Receipts and Accounting. CORPORATION shall install and maintain a system of records and accounts that meet standard accounting practices.

CORPORATION shall deliver to the Golf Course account, at a bank in Palmer, as designated by the City Finance Director, each day all funds received under this contract.

CORPORATION shall provide to the City daily activity reports (DARs) on a bi-weekly basis.

CORPORATION, no later than 30 days following the close of each month, shall

furnish to CITY a maintenance report that indicates hours expended on the maintenance of Palmer Golf Course.

P. Maintenance of Parking Lot. CORPORATION shall be responsible for the daily housekeeping of the parking lot i.e., litter pickup, debris removal, weed abatement.

IV.

GENERAL OBLIGATIONS OF THE CITY

A. Rates and Pricing. CITY shall set for green, cart, and driving range fees recommended by the CORPORATION. CORPORATION will, from time to time, review fees and make recommendations to CITY to ensure reasonable competition and comparison with regional golf operations.

B. Communication. CITY shall meet with CORPORATION regularly to review golf and facility operations, communicate and share resource information and collaborate on future opportunities.

C. Modification. CITY reserves the right to modify, amend, or update the agreement to best meet the needs of CITY; providing CORPORATION with six months advance notice and joint discussion and agreement by CITY and CORPORATION of any and all modifications.

D. CITY is responsible for capital repairs and renovations of \$5,000.00 or more for all features within the golf course, snack bar/pro shop, clubhouse, maintenance yard and open areas within the boundaries of the Palmer Golf Course.

E. Annual appropriation. CITY may annually budget and appropriate money necessary to enable CORPORATION the ability to maintain the golf course and CITY owned equipment. CORPORATION shall recommend to CITY how to appropriate budget money.

V.

PROHIBITIONS

CORPORATION shall not do any of the following acts:

1. Assign or transfer this Agreement. CORPORATION may, however, subcontract for services to implement this Agreement.
2. Commit, permit or allow any nuisance or waste in, or injury to, the course, snack bar/proshop, driving range, maintenance facility, or any portion of them, or permit the use of any of the facilities for any illegal purpose.
3. Deny fair and equal use, or allow discriminatory use, of the premises and facilities or deny equal employment opportunities on the basis of race, color, sex, religion, ancestry, national origin, place of residence or membership or non-

membership in any club, organization or other association, or in any arbitrary or discriminatory manner.

4. Allow any use of the facilities without first paying or having a signed agreement for all fees for services provided including but not limited to golf play, events and special programs, and snack bar/proshop purchases.

VI. UTILITIES

1. CORPORATION shall at all times adopt and implement best practices for water management for golf course operations, snack bar/proshop and facility operations and general landscaping. Best Management Practices for water conservation could be described as the combination of proper plant selection and cultural maintenance practices that provide adequate turf quality for the game of golf.

2. CITY shall be responsible for the cost of all utilities to include, but not be limited to natural gas, electricity and garbage/sewer.

VIII. IMPROVEMENTS

A. CORPORATION recognizes that CITY has entered into this Agreement with corporation so that all of the City's revenues in excess of actual, reasonable expense shall be returned to the facilities.

B. CORPORATION shall inform CITY about major alterations, additions, or improvements at the course through the regular meetings and communication established with any Committees or staff liaison.

IX. LIABILITY AND WORKERS' COMPENSATION INSURANCE AND INDEMNIFICATION

A. Workers' Compensation and Liability Insurance. CORPORATION, at the time of execution of this Agreement, shall, at its sole expense, procure and at all times during the term of this Agreement maintain in full force and effect Workers' Compensation Insurance and Public Liability Insurance as follows:

1. A policy covering the full liability of CORPORATION and all persons employed by it, directly or indirectly.

2. A policy of Public Liability Insurance, including automobile

insurance in, which CITY, its officers, employees and agents, shall be named as additional insureds insuring, indemnifying and saving harmless and agreeing to defend said additional insureds against all suits, claims or actions of any person or persons for or on account of any injury, or damages to persons or property, sustained or arising from the operation of CORPORATION included in this Agreement or in consequence thereof and to pay all judgments and costs of expenses in connection with litigation therewith. Said Public Liability Insurance shall provide for a limit of not less than \$1,000,000.00 combined single limit for all risks. Said policy or policies of insurance shall require that CITY be given 30 day notice prior to cancellation or change in any policy or policies.

The aforementioned policies shall be issued by an insurance carrier and shall be in form satisfactory to the City Manager. In lieu of actual delivery of such policies, a certificate issued by the insurance carrier showing such policies to be in force for the period covered by the Agreement may be delivered to CITY.

B. Hold Harmless. CORPORATION shall indemnify and hold harmless CITY and all of its officers, agents or employees from any and all claims arising out of or through accidents or otherwise which may occur due to CORPORATION's use of the premises, exercise of any of the rights, licenses, and privileges herein granted to CORPORATION or performance herein agreed by it, and shall defend said CITY, its officers, employees and agents in any suit, claim or action brought on account of any injury or damages to persons or property sustained or arising from the operations of CORPORATION, and to pay all judgments and costs of expenses in connection with litigation therewith.

X.

TERMINATION

A. Cause of Termination. CITY reserves the right to terminate this Agreement for nonperformance or inadequate performance. If, in the view of the CITY, CORPORATION has not performed adequately under the Agreement, it may cause a notice to be given to CORPORATION, specifying the areas of inadequate performance. The notice shall give CORPORATION 90 days in which to rectify or resolve the areas of inadequate performance. If the CITY remains unsatisfied, it may terminate the Agreement. Upon such termination, CORPORATION shall have 90 days to vacate the facility and remove personal property. Upon such termination, CITY shall assume responsibility for operation and maintenance of the golf course and facilities; however, CITY may make arrangements for another corporation, person, or entity to assume such responsibility.

CORPORATION may also elect to terminate this Agreement upon the following grounds:

1. That CORPORATION finds itself unable to financially continue the operation and maintenance of the course and its facilities; or
2. That CORPORATION is in the process of dissolving, or has

been dissolved.

CORPORATION will give CITY at least six months notice of its intent to terminate the agreement.

CORPORATION will specify the reasons for such termination. Upon such termination, CITY shall assume responsibility for operation and maintenance of all golf and related facilities.

B. Eminent Domain. If the entire premises shall be taken by condemnation by any governmental authority or conveyed in lieu of condemnation, or if a portion of the premises shall be so taken or conveyed so as to render the premises untenable for the purposes of this Agreement, this Agreement shall terminate as of the date possession shall be required by said governmental authority, and the parties shall be released from all further liability hereunder.

If only a portion of the premises shall be so taken or conveyed and the remainder of the premises is not thereby rendered untenable for the purposes of this Agreement, CITY shall, at its expense, restore the premises, as in its judgment after consultation with CORPORATION, is required by such taking, and this Agreement shall continue in force, otherwise unaffected.

The entire award or compensation on account of such condemnation or conveyance shall belong and shall be paid to CITY without deduction therefrom for any estate vested in CORPORATION, and CORPORATION shall receive no part of any such award or compensation except any portion of the award or compensation made specifically for CORPORATION' s trade fixtures and equipment, provided that said portion shall in no way decrease the amount of award or compensation which would otherwise be payable to CITY.

The value of such improvements shall be negotiated and agreed upon between CORPORATION and CITY. The date of the taking for purposes hereof shall be the date CORPORATION is required to relinquish possession.

Provided however that notwithstanding anything to the contrary herein, CITY shall pay to CORPORATION, from the condemnation payment or award, a sum representing the "agreed value" of CORPORATION's approved improvements to the golf course.

C. CITY's Rights Upon Termination. Upon termination by either party, CITY shall have the following rights:

1. To recover from CORPORATION all the facilities and equipment which were transferred to CORPORATION for its use.
2. The right of first refusal on all equipment, merchandise, furnishings, fixtures, and supplies which were acquired by CORPORATION. CITY shall have the option to purchase such property at market value.
3. Any item of personal property which CITY has not designated for

purchase and which is not removed by CORPORATION within 30 days of termination shall be deemed abandoned by CORPORATION, and absolute title thereto shall vest in CITY immediately.

D. CORPORATION'S Rights Upon Termination. Upon termination by either party, CORPORATION shall have the following rights:

1. To recover from CITY all merchandise, furnishings, fixtures, computers, supplies, equipment and intellectual property belonging to CORPORATION.
2. To recover from CITY any merchandise, supplies or equipment purchased by CORPORATION prior to the date of termination.

XI

MISCELLANEOUS PROVISIONS

A. Lease. This Agreement does not constitute a deed or grant of an easement by CITY and does not constitute a lease.

B. No Warranty of Suitability. CITY does not warrant or represent that the course, snack bar/proshop, driving range, or other public places to which this Agreement relates, are safe, healthful or suitable for the purposes for which they are permitted to be used under this Agreement.

C. Right to Enter. CITY, through the City Manager or his/her authorized representative may, upon reasonable notice, enter into the premises, including but not limited to the snack bar/proshop, at any and all reasonable times during the term of this Agreement for the purpose of determining whether CORPORATION is complying with the terms and conditions hereof or for any other purpose incidental to the rights of CITY for emergency reasons. CORPORATION shall be required to submit a key to all locked doors to the police department and shall also provide a key or other device to turn off the alarm system.

D. Failure to exercise Rights after Breach. Failure of CITY to insist upon a strict performance of any of the duties, obligations, conditions or covenants contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions or covenants herein contained.

E. Waiver of Claims against CITY. CORPORATION hereby waives any claim against CITY, the City Council and its officers, agents or employees for damages or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying any part of this Agreement from being carried out.

F. Force Majeure. Neither Party shall be considered to have Defaulted for failure or delay of performance if caused by: an act of war, hostility, or sabotage;

labor strikes or actions; act of nature; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any license); or other event outside the reasonable control of the obligated party. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

1. If either party is rendered wholly or partly unable to perform its obligation under this Contract because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:
2. either party is rendered wholly or partly unable to perform its obligation under this Contract because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that: the suspension of performance must be of no greater scope and of no longer duration than is required by the Force Majeure;
3. no obligations of either party, including the payment of money, which arose before the occurrence causing the suspension of performance will be excused as a result of the occurrence; and
4. the non-performing party uses its best efforts to remedy its inability to perform.

G. Jurisdiction, Choice of Law. Any civil action arising from this agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska in Palmer, only. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

F. Mutual Drafting. This Agreement is the result of mutual drafting by the parties both of whom were represented by legal counsel. No interpretation shall be given to this Agreement based upon the identity of the drafter.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF PALMER, pursuant to Resolution No. _____ authorizing the City Manager to execute the Agreement by and between CITY and CORPORATION,

CITY OF PALMER:

EAGLE GOLF COURSE
MANAGEMENT

LLC:

Nathan E. Wallace
City Manager

George L. Collum III
Owner/General Manager

Date: _____

Date: _____

Attest:

Norma I Alley, MMC,
City Clerk of the City of Palmer

DRAFT

**City of Palmer
Action Memorandum No. 19-021**

Subject: Authorizing the City Manager to Contribute \$5,000.00 to the Alaska Municipal League (AML) to Support a Working Group Charged with Establishing a Centralized Sales Tax Administrator for Remote Sellers

Agenda of: February 12, 2019

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


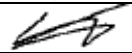
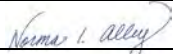
Originator Information:

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: \$ 5,000.00

This legislation (√):

- Creates revenue in the amount of: \$ 5,000.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-01-05-6069 Discretionary Funds
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- AML Memo on Online Sales Tax Support Letter

Summary Statement/Background:

In *South Dakota v. Wayfair*, the United States Supreme Court overturned a previous ruling that established the physical presence rule requiring a business to have an in-state physical presence before a state could require it to collect sales taxes. A tax on a seller with no physical presence in the city will be sustained so long as the tax:

- (1) Applies to an activity with substantial nexus to the city;
- (2) is fairly apportioned;
- (3) does not discriminate against or unduly burden interstate commerce; and
- (4) is fairly related to the services the city provides.

However, it is not as simple as just amending the city's sales tax code to capture online sales by remote sellers who do not have a physical presence in the city. To avoid unduly burdening or discriminating against interstate commerce, the case has been interpreted to require a single, centralized online or remote seller's sales tax administrator for each state. The administrator would be the sole tax collection, audit, and enforcement authority statewide.

While the city could wait and see if the State of Alaska will act to create a single, centralized sales tax administrator, significant revenue is lost with every day of delay. Recognizing the amount of sales tax revenue at stake for Alaska municipalities, the Alaska Municipal League (AML) is taking the lead to create an independent, centralized online or remote seller sales tax administration that is not state run. The AML is putting together a working group to complete necessary steps toward achieving this end goal. The AML envisions issuing a final request for proposals product where third-party administrators bid to act as the sole contracted agency that will provide the software, mapping, and other systems necessary to implement and administer online sales tax collection for all participating municipalities in the state. To assist in doing this it is considering hiring a contractor familiar with the efforts of other states to help establish a workable program.

The AML has requested contributions from the municipalities. Contributing to these initial efforts will ensure that the city is a participant in the working group process. With the city participating we will have a voice in the initial set up, exemptions, definitions, collections, remittance and other parts of the process. The AML does not anticipate any further contributions will be necessary for this working group. However, we do anticipate additional costs once a third-party administrator is selected and the process is functioning. It is estimated that the city will gain an additional amount in sales tax revenue annually through the collection of remote sellers' sales tax, but that amount is undetermined at this point.

Administration's Recommendation:

To approve Action Memorandum No. 19-021 Authorize the City Manager to Contribute \$5,000.00 from the City Manager Discretionary Fund to the Alaska Municipal League (AML) to Support a Working Group Charged with Establishing a Centralized Sales Tax Administrator for Remote Sellers



As you know, AML has been working to respond to municipal interest in the online sales tax opportunities now that *Wayfair* decision has been issued by the Supreme Court. This decision allows for taxation of internet sales with strict program requirements.

An initial working group has outlined the following steps that need to be conducted in preparation for single state-level administration:

- Compilation and review of municipal tax codes
- Identification and review of definitions and exemptions, and comparison with SSUTA
- Tax variability matrix to account for exemptions
- Negotiation of agreed-to definitions
- Solicitation for a sales tax administrator (“middle-man”) to provide sales tax boundary mapping and development of software
- Development of governance authority
- Production of public outreach materials and municipal FAQ

The goal is to establish a municipal-driven, independent arm of AML, that would conduct all online sales tax administration on behalf of municipalities, thereby fulfilling the terms outlined in *Wayfair*. This might evolve, but we believe it has the most potential for success.

In order to move forward, AML invites those municipalities that stand to benefit from successful implementation to contribute financial support. AML will then engage a contractor to complete the bulk of this work, even as staff assist by convening municipalities, help with negotiations, and otherwise support the effort.

Please consider contributing to this effort. The budget is estimated to be \$100,000 to complete the majority of initial tasks. Those who contribute will be included in the analysis matrix. We’ve designed the following levels to help us meet our budget for this activity:

- Over \$25 million in sales tax revenue \$12-15,000
- \$10-25 million in sales tax revenue \$7,500-10,000
- \$5-10 million in sales tax revenue \$4,000-5,000
- \$1-5 million in sales tax revenue \$1,000-2,500
- Over \$200,000 in sales tax revenue \$500-1,000

We hope that you will be able to contribute in a meaningful way, consistent with your budget and ability to support our work. Please don’t hesitate to contact me with questions or to discuss the scope of work and contribution.

Sincerely,

Nils Andreassen

**City of Palmer
Action Memorandum No. 19-022**

Subject: Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License No. 2098 for Oaken Keg, Located at 644 W. Evergreen Avenue

Agenda of: February 12, 2019

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



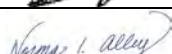
Originator Information:

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. 2098
- Review Form

Summary Statement/Background:

Oaken Keg 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. 19-022 directing the City Clerk to notify the State of Alaska of the City Council's statement of non-objection to Liquor License No. 2098 for Oaken Keg, Located at 644 W. Evergreen Avenue.



January 22, 2019

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:	Package Store	License Number:	2098
Licensee:	Carr-Gottstein Foods Co.		
Doing Business As:	Oaken Keg #1739		

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: Oaken Keg
LICENSE TYPE: Package Store
LOCATION: 644 W. Evergreen Ave.

OWNER: Carr-Gottstein Foods Co.

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

01-22-19

Date

Route to: Department of Community Development

Department of Community Development

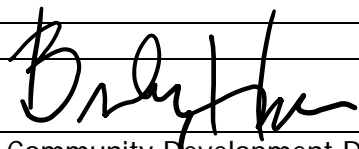
Code Compliant: ✓ Yes No

If no, explain: _____

Fire Compliant (Plans Review): ✓ Yes No

If no, explain: _____

Other Comments: _____



Community Development Director

January 22, 2019

Date


Route to: Police Department

Police Department

Code Compliant: Yes No

If no, explain: _____

Other Comments: _____



Chief of Police 1-22-19
Date


Route to: City Manager's Office

City Manager's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Manager 1/22/19
Date

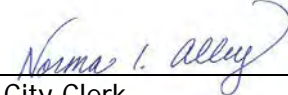
Route to: City Clerk's Office

City Clerk's Office

Citizen Comments: Yes No

If yes, explain: _____

Other Comments: _____



City Clerk January 23, 2018
Date

FORWARD TO COUNCIL FOR AGENDA OF: February 12, 2019