

Mayor Edna B. DeVries
Deputy Mayor Steve Carrington
Council Member Julie Berberich
Council Member Imran Chaudhry
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
August 27, 2019, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

E. OATH OF OFFICE

F. APPROVAL OF CONSENT AGENDA

1. Approval of Consent Agenda
 - a. Introduction to **Ordinances No. 19-015**: Amending Palmer Municipal Code Chapter 17.08 Definitions to Add Microbrewery and Amending Chapter 17.32.020 Permitted Uses to Allow Microbreweries as a Permitted Use in the CG – General Commercial District Page 3
 - b. Introduction to **Ordinances No. 19-016**: Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses Page 9
 - c. **Action Memorandum No. 19-063**: Authorizing the City Manager to Negotiate and Execute an Assignment and Consent to Assignment of Lease Agreement with Dayton J. and Elizabeth A. Madison (Assignor) and Lazy Mountain Hangar, LLC (Assignee) for PMA Lease No. 19-004 on Lease Lot 20, Block 3, Palmer Municipal Airport for the Purpose of Transferring the Lease to a Newly Formed Real Estate LLC. Page 23
 - d. **Action Memorandum No. 19-064**: Authorizing the City Manager to Extend the Contract for Legal Services with Jermain, Dunnagan & Owens, P.C. for One Additional Year to Expire December 31, 2020..... Page 35
2. Approval of Minutes of Previous Meetings
 - a. August 6, 2019, Special Meeting..... Page 45

G. REPORTS

1. City Manager's Report..... Page 49
2. City Clerk's Report
3. Mayor's Report Page 51
4. City Attorney's Report

H. AUDIENCE PARTICIPATION

I. PUBLIC HEARINGS

1. **Resolution No. 19-005-A**: Amending the 2019 City of Palmer Budget for the Fiscal Year Ending December 31, 2019 Page 53

J. UNFINISHED BUSINESS

- 1. **Ordinance No. 19-007:** Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses (Pending Motion)..... Page 59

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. COUNCIL MEMBER COMMENTS

O. EXECUTIVE SESSION

- 1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Manager Evaluation (Note: action may be taken following the executive session)

P. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Sep 10	Special	6 pm	Audit Presentation
Sep 10	Regular	7 pm	
Sep 24	Regular	7 pm	
Oct 7	Special	6 pm	Election Certification
Oct 8	Regular	7 pm	
Oct 22	Special	6 pm	Budget (1 st Public Hearing)
Oct 22	Regular	7 pm	
Oct 29	Special	6 pm	Budget
Nov 5	Special	6 pm	Budget
Nov 12	Special	6 pm	Budget
Nov 12	Regular	7 pm	
Nov 26	Special	6 pm	Budget
Nov 26	Regular	7 pm	
Dec 10	Regular	7 pm	Budget Adoption (Public Hearing)
Dec 24	Regular	7 pm	
Jan 14, '20	Regular	7 pm	

**City of Palmer
Ordinance No. 19-015**

Subject: Amending Palmer Municipal Code Chapter 17.08 Definitions to Add Microbrewery and Amending Chapter 17.32.020 Permitted Uses to Allow Microbreweries as a Permitted Use in the CG – General Commercial District

Agenda of: August 27, 2019 - Introduction

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


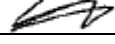

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>8/5/2019</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ None

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 19-015
- Planning and Zoning Minutes of July 18, 2019 (Draft copy)

Summary Statement/Background:

Palmer Municipal Code Title 17's definition of a brewpub allows a maximum of 50,000 gallons of beer to be brewed in one calendar year but requires a restaurant to be part of the brewpub. In Title 17, the definition of winery allows the manufacturing of a maximum of 50,000 gallons of wine in one calendar year for consumption off site without the requirement of a restaurant.

Wineries and Brewpubs are a conditional use in the CL – Limited Commercial District. In the CG – General Commercial District, a bar, cocktail lounge, liquor and beer sales, including brewpubs and wineries are a permitted use. Breweries are a permitted use in the Industrial and BP – Business Park District.

Title 17 does not have a definition for or addresses microbreweries for solely brewing small quantities of beer in one calendar year without a restaurant.

After brief discussion at the June 20 Planning and Zoning meeting, staff was directed to bring back a text amendment to define microbreweries and amend PMC 17.32 CG – General Commercial District to allow microbreweries as a permitted use.

The following was the proposed definition:

"Microbrewery" means a brewery, duly licensed by the State of Alaska, that brews a maximum of 15,000 gallons of beer on the premises in one calendar year.

At the July 18, 2019 Planning and Zoning meeting, the Commission reviewed the draft proposed ordinance to define microbreweries and allow them as a permitted use in the CG – General Commercial District. The Commission had discussion regarding the different types of breweries and the compatibility of microbreweries in the downtown area. After discussion and review of the draft Ordinance, the Commission voted unanimously to move the draft ordinance forward to City Council with a recommendation for adoption.

Administration's Recommendation:

Adopt Ordinance No. 19-015 amending Palmer Municipal Code Chapter 17.08 Definitions to add microbrewery and amending Chapter 17.32.020 Permitted uses to allow microbreweries as a permitted use in the CG - General Commercial District.

LEGISLATIVE HISTORY

Introduced by: City Manager
Date: August 27, 2019
Public Hearing:
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 19-015

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 17.08 Definitions to Add Microbrewery and Amending Chapter 17.32.020 Permitted Uses to Allow Microbreweries as a Permitted Use in the CG – General Commercial District

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

WHEREAS, the Commission has discussed the various types and sizes of breweries and their compatibility with the General Commercial District; and

WHEREAS, due to a growing market for microbreweries, the Commission has determined there is a need to expand commercial activities to include microbreweries in the General Commercial District to encourage commercial development.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Chapter 17.08.296 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.296 Microbrewery.

"Microbrewery" means a brewery, duly licensed by the State of Alaska, that brews a maximum of 15,000 gallons of beer on the premises in one calendar year.

Section 4. Palmer Municipal Code Chapter 17.32.020(3) is hereby amended (new language is underlined and deleted language is stricken):

3. Bar, cocktail lounge, liquor and beer sales, including brewpubs, ~~and wineries,~~ and microbreweries;


Section 5. Effective Date. Ordinance No. 19-015 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

The Commission provided feedback and thoughts related to Concepts A, B, and C as Ms. Nygaard presented and further open discussion ensued.

 2. **IM 19-014:** Consideration of text amendment to Palmer Municipal Code Chapter 17.32 CG – General Commercial District to allow microbreweries as a permitted use.

Director Hanson summarized the proposed text amendment, explaining that Title 17 has definitions for brewpubs and wineries, but does not address or have a definition for a microbrewery. The Commission was asked to review the proposed text amendment adding “microbrewery” as a permitted use in C-G District, and if approved move it forward to the City Council for adoption. The proposed definition is: “Microbrewery” means a brewery, duly licensed by the State of Alaska, that brews a maximum of 15,000 gallons of beer on the premises in one calendar year.”

Main Motion: To enter Committee of the Whole for open and ease of discussion related to microbreweries.

Moved by:	Benedetto
Seconded by:	Thom Bernier
Vote:	5 Yes / 0 No - Peterson, Ornquist, Thom Bernier, Benedetto, Lucas
Action:	Motion Carried Unanimously by all persons present.

[The Commission entered Committee of the Whole at 7:54 p.m.; exited at 7:56 p.m.]

Following brief discussion with a consensus in favor, and upon exit of Committee of the Whole, the Commission took the following action:

Main Motion: For approval of proposed Ordinance No. 19-0XX, An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 17.08 Definitions to add microbrewery and amending Chapter 17.32.020 Permitted uses to allow microbreweries as a permitted use in the CG – General Commercial District, and move it forward to City Council with a recommendation for adoption.

Moved by:	Ornquist
Seconded by:	Thom Bernier
Vote:	5 Yes / 0 No - Peterson, Ornquist, Thom Bernier, Benedetto, Lucas
Action:	Motion Carried Unanimously by all persons present.

F. PERSONS TO BE HEARD: None.

G. PUBLIC HEARINGS: None.

H. UNFINISHED BUSINESS:

1. Committee of the Whole: Continue Discussion of IM 19-004 Regarding PMC 17.28 CL-Limited Commercial District and PMC 17.32 CG-General Commercial District (note: action may be taken by the Commission following the committee of the whole).

Main Motion: To enter Committee of the Whole for open and ease of discussion regarding PMC 17.28 CL and PMC 17.32 CG districts.

Moved by:	Benedetto
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**City of Palmer
Ordinance No. 19-016**

Subject: Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses


Agenda of: August 27, 2019 – Introduction

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




Originator Information:

Originator: City Manager Wallace

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 19-016
- Strikethrough Comparison to Ordinance No. 19-007

Summary Statement/Background:

A concerned citizens group formed in Palmer and approached the Palmer City Council to consider adopting an excessive police response ordinance. The goal of the citizen group was to reduce criminal activity at problem locations in Palmer to which the police frequently respond.

This is a replacement ordinance for Ordinance No. 19-007 that was heard by public hearing on May 28, 2019. After the public hearing and discussion by Council it was moved that the ordinance be updated to reflect concerns on enforcement that were brought up by staff.

Modifications were drafted by staff and discussed with the citizens group on June 13 and discussed with Council during the committee of the whole discussion on code enforcement July 9. It was determined that this version was ready for a public hearing.

The intent of this ordinance is to hold both property owners and tenants accountable for repeated incidents of unlawful activity which take place on property for which they are responsible. Violation of this ordinance would result in a citation being issued to responsible parties once a certain number of calls for service for police verified unlawful activity is met.

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Date: August 27, 2019

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Ordinance No. 19-016

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses

WHEREAS, the city of Palmer has citizens concerned with residences that have an excessive amount of criminal activity and ordinance violations; and

WHEREAS, these citizens would like an avenue to discourage unlawful activities through a defined penalty system; and

WHEREAS, the Palmer police department is dispatched regularly to these problem residences for a variety of unlawful activities.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Chapter 9.39 is hereby enacted to read as follows:

9.39.010 Purpose

This ordinance addresses the issue of excessive police responses to repeat locations. Occasionally, one or more police officers respond multiple times to a property to a call for service regarding unlawful activity. This ordinance outlines liable parties and penalties for generation of excessive police response to such calls for service.

9.39.020 Definitions.

When used in this chapter, the following words and phrases shall have the meanings set forth in this section:

“Dwelling unit” means a structure or portion thereof providing independent cooking, living, sleeping, and toilet facilities for a person or group of persons living as a single housekeeping unit.

"Excessive police response" means for a residential property, each police response as defined in this section, in excess of eight (8), to a dwelling unit in a calendar year.

"Mobile home" means a detached single dwelling unit fabricated at a factory and capable of being transported to location of use on its own chassis and wheels, identified by a model number and serial number by its manufacturer, and designed primarily for placement on a non-permanent foundation.

"Mobile home park" means any parcel or adjacent parcels of land in the same ownership which are managed for occupancy by more than two mobile homes. The term does not include tourist facilities for travel trailers or campers.

"Owner" means the record owner of the property as shown in the real property records of the borough.

"Person" means any individual, or any business or non-business association recognized by law, whether or not organized for profit.

"Police response" means one or more police officers that respond to a call for service which subsequent investigation determines is a violation of a Palmer Municipal Ordinance, Alaska State law or Federal Law. The term "police response" does not include a response to:

1. Receipt of false information as defined in AS 11.56.800(a)(1), unless the false information was provided by an occupant or owner of the property;
2. A false alarm as defined in AS 11.56.800(a)(2) through (3), unless the false alarm was caused, permitted or allowed by an occupant or owner of the property in violation of AS 11.56.800(a)(2) through (3);
3. A call involving potential child neglect, potential domestic violence as defined in AS 18.66.990, or potential stalking under AS 11.41.260 or 11.41.270;
4. A report of a sexual assault as defined in AS 11.41.410 through 11.41.427;
5. A call from the tenant or owner of property for police assistance with:
 - a. Theft or attempted theft from the tenant or owner; or
 - b. A report of the presence or identification of a person under state or federal warrant; or
 - c. An inebriated person preparing to operate a motor vehicle upon leaving the premises.

"Residential property" means an individual parcel, tract or lot shown on the most recent plat of record containing one or more dwelling units, or a mobile home.

9.39.030 Notice to liable persons.

A. The city shall notify the owner and tenant of a property in writing when the number of police responses in the current calendar year to a residential unit reaches six (6). When the number of

responses reaches eight (8), the owner and tenant shall be notified by the City that subsequent qualifying calls may result in a citation being issued to appropriate individuals.

B. A notice under this section shall be given in a manner reasonably calculated, under all the circumstances, to provide actual notice to the person of the potential liability for citation. At a minimum, the notice shall be sent by certified mail or by direct delivery, return receipt requested, to the mailing address of the person as shown on property tax records. If the mailed notice is returned refused for signature by the recipient, actual notice shall be conclusively presumed on the date refused. If the mailed notice is returned unclaimed or undeliverable, the city shall accomplish notice by another method and attest to the date notice is accomplished by affidavit or in a police report. Notice may be accomplished by any lawful manner.

C. The notice addressed to an owner and tenant shall:

1. Identify the property that is the subject of the notice by street address, and if the property has multiple units, identify the dwelling unit;
2. State the number of police responses in the calendar year to date and state additional police responses to the unit or property may result in the issuance of a citation under this chapter;
3. State the person shall be liable for additional citations for each excessive police response to the property during the calendar year;
4. State the amount of the citation per excessive police response; and
5. State the contact information of a representative of the police department to contact concerning the notice.

9.39.040 Citation for excessive police response.

Is it unlawful for the owner or tenant of a dwelling or residential property to cause excessive police responses as defined in PMC 9.39.020.

A. The police department shall serve the owner of the property and the tenant of a unit a citation for excessive police responses.

B. A person is exempt from liability for the citation established by subsection (A) of this section if:

1. The person is a federal, state, or local government agency;
2. The property or unit responded to is used exclusively for nonprofit religious, charitable, cemetery, hospital or educational purposes;
3. The city has not provided notice to the person in writing as provided in PMC 9.36.030;

C. If a property has more than one owner, all owners shall be jointly liable, with the tenant, for any citation issued under this chapter. Actual notice to one owner creates a rebuttable presumption of actual notice to all other owners.

D. For residential property owned as a condominium, a citation based on excessive police responses to a single dwelling unit shall be assessed against the owner of the dwelling unit, jointly with the tenant.

E. A tenant shall not be liable for a citation if the tenant's conduct did not require the police response and the tenant's right to possession commenced on a date subsequent to the date of the first police response that is counted for purposes of the fee imposed under this chapter.

F. If the unit requiring excessive police responses is a mobile home located in a mobile home park, the fee may not be imposed on the owner or operator of the mobile home park unless the owner's or operator's conduct required the excessive police response, or if the mobile home is owned and rented out by the mobile home park owner. The fee may be imposed jointly on the owner and tenant of the mobile home.

G. The cost of the citation may be collected in accordance with applicable rules of court and Palmer Municipal Code.

Section 4. Effective Date. Ordinance No. 19-016 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this ____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

City of Palmer
Ordinance No. 19-~~0070XX~~

Subject: Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses

Agenda of: ~~May 14~~ August 27, 2019 – Introduction
~~May 28, 2019 – Public Hearing~~

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



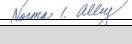
Originator Information:

Originator: ~~Council Member Sabrena Combs and Council Member Julie Berberich~~ City Manager Wallace

Department Review:

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

Approved for Presentation By:


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

Certification of Funds:

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

- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

- Funds are (√):
- Budgeted Line item(s): _____
 - Not budgeted

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 19-~~0070XX~~

Summary Statement/Background:

A concerned citizens group formed in Palmer and approached the Palmer City Council to consider adopting an excessive call/policy response ordinance ~~to possibly help alleviate some~~. The goal of the issues with "trap houses" and citizen group was to reduce criminal activity at problem residences/locations in town.

~~The city of Wasilla has had a similar ordinance on Palmer to which the books since 2014. This ordinance would keep consistency through the cities of the Valley and give concerned citizens a tool to use for residences that have excessive encounters with law enforcement/policy frequently respond.~~

~~In speaking with the city of Wasilla, since its inception this ordinance has only been enforced a handful of times, meaning this is unlikely to create much additional workload for the Palmer Police Department or administration.~~

~~The ordinance fee schedule would keep in line with the fee schedule for excessive calls to the fire department, an ordinance that has been in place for many years.~~

This is a replacement ordinance for Ordinance No. 19-007 that was heard by public hearing on May 28, 2019. After the public hearing and discussion by Council it was moved that the ordinance be updated to reflect concerns on enforcement that were brought up by staff.

Modifications were drafted by staff and discussed with the citizens group on June 13 and discussed with Council during the committee of the whole discussion on code enforcement July 9. It was determined that this version was ready for a public hearing.

The intent of this ordinance is to hold both property owners and tenants accountable for repeated incidents of unlawful activity which take place on property for which they are responsible. Violation of this ordinance would result in a citation being issued to responsible parties once a certain number of calls for service for police verified unlawful activity is met.

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LEGISLATIVE HISTORY

Introduced by: ~~Council Members S. Combs and Berberich~~ City Manager Wallace
Date: ~~May 14~~ August 27, 2019
Public Hearing: May 28, 2019
Action:
Vote:
Yes: _____ No: _____

CITY OF PALMER, ALASKA

Ordinance No. 19-~~0070XX~~

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses

WHEREAS, the city of Palmer has citizens concerned with residences that have an excessive amount of ~~crime and suspicious traffic and~~ criminal activity and ordinance violations; and

WHEREAS, these citizens would like an avenue to discourage unlawful activities through a defined penalty system; and

WHEREAS, the ~~city of~~ Palmer police department is dispatched regularly to these problem residences for a variety of unlawful ~~or suspicious~~ activities.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Chapter 9.39 is hereby enacted to read as follows:

9.39.010 Purpose

This ordinance addresses the issue of excessive police responses to repeat locations. Occasionally, one or more police officers respond multiple times to a property ~~onto~~ a call for ~~assistance, a complaint, an emergency, a potential emergency or a reasonable suspicion of service regarding~~ unlawful activity. This ~~Ordinance~~ ordinance outlines liable parties, ~~fees and penalties for~~ generation of excessive police response ~~and appropriate corrective action to such calls for service.~~

9.39.020 Definitions.

When used in this chapter, the following words and phrases shall have the meanings set forth in this section:

"Dwelling unit" means a structure or portion thereof providing independent ~~and complete~~ cooking, living, sleeping, and toilet facilities for a person or group of persons living as a single housekeeping unit.

"Excessive police response" means for a residential property, each police response as defined in this section, in excess of eight (8), to a dwelling unit in a calendar year.

"Mobile home" means a detached single dwelling unit fabricated at a factory and capable of being transported to location of use on its own chassis and wheels, identified by a model number and serial number by its manufacturer, and designed primarily for placement on a non-permanent foundation.

"Mobile home park" means any parcel or adjacent parcels of land in the same ownership which are managed for occupancy by more than two mobile homes. The term does not include tourist facilities for travel trailers or campers.

"Owner" means the record owner of the property as shown in the real property records of the borough.

"Person" means any individual, or any business or non-business association recognized by law, whether or not organized for profit.

"Police response" means one or more police officers that respond to a call for ~~assistance, service which subsequent investigation determines is a complaint, an emergency, a potential emergency, or a reasonable suspicion~~ violation of unlawful activity witnessed by a police officer, and any response determined by a sergeant or higher ranking police officer to be related to activities on the property premises and reasonably preventable. a Palmer Municipal Ordinance, Alaska State law of Federal Law. The term "police response" does not include a response to:

1. Receipt of false information as defined in AS 11.56.800(a)(1), unless the false information was provided by an occupant or owner of the property;
 2. A false alarm as defined in AS 11.56.800(a)(2) through (3), unless the false alarm was caused, permitted or allowed by an occupant or owner of the property in violation of AS 11.56.800(a)(2) through (3);
 3. A call involving potential child neglect, potential domestic violence as defined in AS 18.66.990, or potential stalking under AS 11.41.260 or 11.41.270;
 4. A report of a sexual assault as defined in AS 11.41.410 through 11.41.427;
~~5.—A medical emergency for serious bodily injury or death;~~
- 6.5. A call from the tenant or owner of property for police assistance with:
- a. Theft or attempted theft from the tenant or owner; or
 - b. A report of the presence or identification of a person under state or federal warrant; or
 - c. An inebriated person preparing to operate a motor vehicle upon leaving the premises.

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"Residential property" means an individual parcel, tract or lot shown on the most recent plat of record containing one or more dwelling units, or a mobile home.

9.39.030 Notice to liable persons.

A. The city ~~may~~shall notify the owner and tenant of a property in writing when the number of police responses in the current calendar year to a residential unit ~~equals~~reaches six (6). ~~When the number of excessive police responses for~~reaches eight (8), ~~the owner and tenant shall be notified by the City that type of property~~subsequent qualifying calls may result in a citation being issued to appropriate individuals.

B. A notice under this section shall be given in a manner reasonably calculated, under all the circumstances, to provide actual notice to the person of the potential liability for ~~the fee~~citation. At a minimum, the notice shall be sent by certified mail or by direct delivery, return receipt requested, to the mailing address of the person as shown on ~~the city's real~~property tax records. If the mailed notice is returned refused for signature by the recipient, actual notice shall be conclusively presumed on the date refused. If the mailed notice is returned unclaimed or undeliverable, the city shall accomplish notice by another method and attest to the date notice is accomplished by affidavit or in a police report. Notice may be accomplished by any lawful manner.

C. The notice addressed to an owner and tenant shall:

1. Identify the property that is the subject of the notice by street address, and if the property has multiple units, identify the dwelling unit;
2. State the number of police responses in the calendar year to date and state additional police responses to the unit or property may result in ~~imposition~~the issuance of ~~fees~~a citation under this chapter;
3. State the person shall be liable for ~~a fee~~additional citations for each excessive police response to the property during the calendar year, ~~unless, within 30 days, any person takes appropriate corrective action promptly and gives written notice to the chief of police of the action taken;~~
4. State the amount of the ~~fee~~citation per excessive police response; and
- 4.
5. State the contact information of a representative of the police department to contact concerning the notice.

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9.39.040 Corrective Action.Citation for excessive police response.

~~A. An owner or tenant of a property shall have 30 days from the date notice is accomplished, as required under PMC 9.36.030, to promptly take appropriate corrective action. Appropriate corrective action is action reasonably expected to correct the cause of the police responses to the property. Police officers holding the rank of sergeant or higher are authorized to determine whether corrective action is appropriate under the circumstances. The officer's determination shall be in writing and issued within five days of receipt of the person's written notice of the action taken. Should the officer determine the action taken is not appropriate corrective action, the officer shall explain the reasons and the person shall have 10 days from the date of the determination to take appropriate corrective action. The 10 day extension shall be provided only once in a calendar year for each unit receiving excessive police responses. Examples of~~

~~appropriate corrective action, subject to a police officer's determination whether it is appropriate, may include, without limitation:~~

- ~~1. Written notice to quit under AS 09.45.100 through 09.45.110;~~
- ~~2. Eviction notice served on the tenant or lessee requiring vacation of the premises within 30 days or less;~~
- ~~3. Obtaining a restraining order, if appropriate;~~
- ~~4. Installation or implementation of new or additional security measures; or~~

~~Action recommended by the Is it unlawful for the owner or tenant of a dwelling or residential property to cause excessive police responses as defined in PMC 9.39.020.~~

~~5. The police department in writing and implemented to shall serve the satisfaction owner of a police officer the rank of sergeant or higher.~~

~~B. Appropriate corrective action does not include:~~

- ~~1. Relocating a property and the tenant or lessee of a unit to a different unit on the same property, unless a police officer the rank of sergeant or higher determines the relocation is appropriate. If a person is relocated, the city may transfer the number of police responses from the former unit to the new unit; or~~
- ~~2. Communicating only orally with the person causing the police responses.~~

~~C. A fee may not be imposed for additional police responses to the unit that is the subject of the notice during the 30 day period allowed under subsection (A) of this section if any person takes appropriate corrective action and gives written notice to the police department of the action taken during the 30 day period. There is a conclusive presumption that appropriate corrective action was taken if there are no additional police responses to the property from the end of the 30 day period until the earlier of:~~

- ~~1. The end of the calendar year; or~~
- ~~2. Ninety calendar days.~~

~~A. **9.39.050 Fees** citation for excessive police ~~response~~ responses.~~

~~A. Subject to subsection (B) of this section, the owner of a property and the tenant of a unit shall jointly pay the city a progressive charge for violations of this chapter in accordance with the fee in the current, adopted budget per excessive police response to the dwelling unit during a calendar year.~~

~~B. The city shall bill the owner of the property and the tenant of a unit for excessive police responses and they both shall jointly pay those charges within 30 days of a receipt of said bill.~~

~~C.B. A person is exempt from liability for the fee citation established by subsection (A) of this section if:~~

- ~~1. The person is a federal, state, or local government agency;~~
- ~~2. The property or unit responded to is used exclusively for nonprofit religious, charitable, cemetery, hospital or educational purposes;~~
- ~~3. The city has not provided notice to the person in writing as provided in PMC 9.36.030;~~
- ~~4. Any person has taken appropriate corrective action and given written notice to the police department of the action as required by PMC 9.36.030; or~~
- ~~5. The owner or tenant of the property or unit responded to has entered a current written agreement with the police department.~~

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~~D.C.~~ If a property has more than one owner, all owners shall be jointly liable, with the tenant, for any ~~fee-imposed~~citation issued under this chapter. Actual notice to one owner creates a rebuttable presumption of actual notice to all other owners.

~~E.D.~~ For residential property owned as a condominium, a ~~fee~~citation based on excessive police responses to a single dwelling unit shall be assessed against the owner of the dwelling unit, jointly with the tenant.

~~F.E.~~ A tenant shall not be liable for ~~the fee~~a citation if the tenant's conduct did not require the police response and the tenant's right to possession commenced on a date subsequent to the date of the first police response that is counted for purposes of the fee imposed under this chapter.

~~G.F.~~ If the unit requiring excessive police responses is a mobile home located in a mobile home park, the fee may not be imposed on the owner or operator of the mobile home park, unless the owner's or operator's conduct required the excessive police response, or if the mobile home is owned and rented out by the mobile home park owner. The fee may be imposed jointly on the owner and tenant of the mobile home.

~~H. If a sergeant or higher ranking official~~The cost of the ~~police department determines appropriate corrective action was taken with respect to a specific unit, the count of police responses to the unit shall reset to zero, effective the date of the determination.~~

~~I. The fee~~citation may be collected in ~~any lawful manner, including bringing an action in accordance with applicable rules of court for a personal judgment against any one or more of the persons liable.~~

~~J.G. An owner or tenant liable for a fee under this chapter may bring an action in court against a person whose conduct required the excessive police response to recover the amount of the fee and related costs. An owner or tenant shall not be granted any extension of time or continuance to pay the fee based on a pending action against a third party~~Palmer Municipal Code.

~~Section 4. Effective Date. Ordinance No. 19-0070XX shall take effect upon adoption by the City of Palmer City Council.~~

Passed and approved this ____ day of ____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

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**City of Palmer
Action Memorandum No. 19-063**

Subject: Authorizing the City Manager to Negotiate and Execute an Assignment and Consent to Assignment of Lease Agreement with Dayton J. and Elizabeth A. Madison (Assignor) and Lazy Mountain Hangar, LLC (Assignee) for PMA Lease No. 19-004 on Lease Lot 20, Block 3, Palmer Municipal Airport for the Purpose of Transferring the Lease to a Newly Formed Real Estate LLC

Agenda of: August 27, 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: \$ **0.00**

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Draft Assignment and Consent to Assignment of Lease Agreement PMA No. 19-004

Summary Statement/Background:

Dayton and Beth Madison wish to transfer their personal lease PMA No. 19-004 to a newly formed real estate LLC called Lazy Mountain Hangar LLC. The original lease to the Madison's was approved to be signed in the name of the newly formed LLC, but delays in its formation and the desire to get started with the project prompted the Madison's to sign personally. Now that the LLC is officially formed, they wish to make the transfer.

The new Real Estate LLC is owned by the original lessees plus Dayton's parents. All of the Madison's will supply their personal guarantees.

Administration's Recommendation:

To approve Action Memorandum No. 19-063 Authorizing the City Manager to Negotiate and Execute an Assignment and Consent to Assignment of Lease Agreement with Dayton J. and Elizabeth A. Madison (Assignor) and Lazy Mountain Hangar, LLC (Assignee) for PMA Lease No. 19-004 on Lease Lot 20, Block 3, Palmer Municipal Airport for the purpose of transferring the lease to a newly formed Real Estate LLC.



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

ASSIGNMENT AND CONSENT TO ASSIGNMENT

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment of Lease Agreement PMA No. 19-004 on Lot 20, Block 3, for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska between Dayton J. Madison and Elizabeth A. Madison, ("Assignor") to Lazy Mountain Hangar, LLC, ("Assignee").

Current Palmer Municipal Airport Lease No. 19-004 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this Assignment and Consent to Assignment of PMA Lease No. 19-004 is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

Amendment(s)

No. 1: Section 2.1 Improvements

Item (A. 1.) is amended to read as follows:

1. Improvements consist of: 60' x 83' 4" Wood Framed Hangar Building

Notices

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

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

Lessee's address: Lazy Mountain Hangar, LLC
C/O Dayton J. Madison
P.O. Box 2725
Palmer, AK. 99645

This Assignment and Consent to Assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

NOTARY

STATE OF COLORADO)
)ss.
NINETH JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Nancy E. Madison, Member / Owner of Lazy Mountain Hangar, the limited liability company named in the forgoing instruments, acknowledged to me that he/she had, in his/her official capacity is authorized by the limited liability company to execute the foregoing instruments as the free act and deed of the said limited liability company for the uses and purposes therein stated.

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

Notary public in and for Colorado

My commission expires: _____

GUARANTOR(s):

By: _____ Date: _____
Dayton J. Madison, (Individually)

By: _____ Date: _____
Elizabeth A. Madison (Individually)

By: _____ Date: _____
Jeffery D. Madison (Individually)

By: _____ Date: _____
Nancy E. Madison (Individually)

NOTARY

STATE OF COLORADO)
)ss.
NINETH JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Jeffery D. Madison, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Colorado

My commission expires: _____

NOTARY

STATE OF COLORADO)
)ss.
NINETH JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Colorado, personally appeared, Nancy E. Madison, known to me to be the person named in the foregoing instruments, acknowledged to me that he/she had executed the same for the uses and purposes therein stated.

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

Notary public in and for Colorado

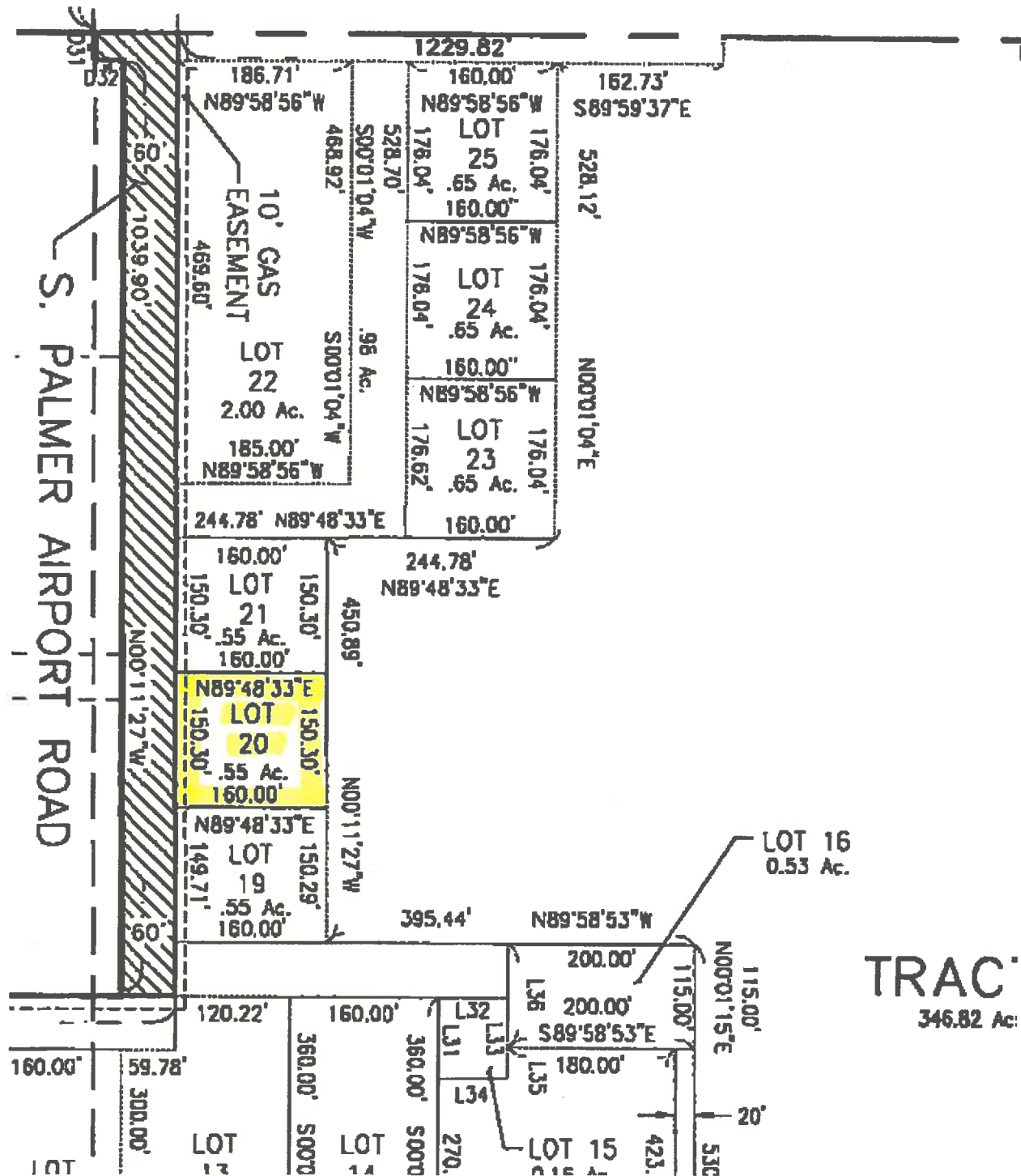
My commission expires: _____

EXHIBIT "A"

PMA LEASE NO. 19-004

PALMER MUNICIPAL AIRPORT: BLOCK 3, LEASE LOT 20

A.K.A. 821 S. AIRPORT ROAD, PALMER, AK. 99645



TRAC
346.82 Ac.

**City of Palmer
Action Memorandum No. 19-064**

Subject: Authorizing the City Manager to Extend the Contract for Legal Services with Jermain, Dunnagan & Owens, P.C. for One Additional Year to Expire December 31, 2020


Agenda of: August 27, 2019

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




Originator Information:

Originator: Mayor DeVries via City Clerk

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____ <input checked="" type="checkbox"/> _____	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: \$ **Variable dependent on hourly work**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ **Variable**
- 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):

- Legal Services Contract

Summary Statement/Background:

On December 13, 2016, council approved AM 16-092, a two-year contract for legal services with Jermain, Dunnagan & Owens, P.C. for the period starting January 1, 2017 and expiring December 31, 2018. Included in the Legal Services RFP, was the option for a unilateral extension of the contract for legal services for an additional three one-year terms.

The Council approved Action Memorandum No. 18-088, on October 23, 2018, providing for a one-year extension effective January 1, 2019 through December 31, 2019. All remaining terms and conditions of the original agreement shall remain in full force and effect.

The second of the optional extensions would be effective January 1, 2020 through December 31, 2020. All remaining terms and conditions of the original agreement shall remain in full force and effect.

Administration's Recommendation:

Authorize Action Memorandum No. 19-064

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement made and entered into this 14th day of December, 2016, by and between the City of Palmer, an Alaska municipal corporation (the City), and Jermain, Dunnagan & Owens, P.C. (Attorney).

Section 1. Engaged Employment of Attorney

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

Section 2. Attorney's Representations and Warranties, and Manner of Performance

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

Section 3. Scope of Services

- (A) Serve as the legal advisor of and be responsible to the City Council, and advise the City Manager, and City Clerk concerning matters affecting City administration, as well as perform other duties as may be prescribed by the City Council.
- (B) Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions as needed. Provide limited representation in court, negotiate on the City's behalf and handle other legal matters that may arise.
- (C) Be readily available for consultation by the City Council, City Manager, City Clerk, and City staff.
- (D) Draft opinion letters regarding, among other subjects, the interpretation of the Palmer Municipal Code and Charter, state and federal laws, and policies.
- (E) Perform other such duties as may be prescribed for the City Attorney by ordinance or by direction of the City Council and/or City Manager.
- (F) Must work effectively with the City Council, City Manager, City staff, and also with other public agencies with which the City has legal relations.
- (G) The City Attorney, or designee, is required to attend scheduled city council meetings; unless excused by City Council, Mayor or Manager.

Section 4. Time of Performance

The services of the Attorney shall commence on January 1, 2017, for a term of two years, with three one-year extension options unilaterally available to the City. The period of performance may be extended for additional

periods beyond five years only by the mutual written agreement of the parties. The agreement may be terminated at the convenience of the City at any time.

Section 5. Compensation

- (A) Subject to the provisions of this Agreement, the City shall pay the Attorney a total sum for all legal services, all non-secretarial paralegal services, approved third-party expenses, and all allowed travel time for the term of this Agreement in accordance with the following provisions:
 - (1) Hourly cost for services to be provided:
 - Shareholder/Of Counsel Attorneys: \$205.00/Hour
 - Associate Attorneys: \$185.00/Hour
 - Paralegals: \$100.00/Hour
 - (2) No travel time shall be charged to and from Palmer for council meetings. Travel time for other business to and from Palmer may not exceed two hours total. Subject to the prior limitations, travel time may be charged at Attorney's normal travel time rate.
- (B) Attorney may increase its hourly fee \$5.00 per year for each one-year extension the City chooses to exercise.
- (C) Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Attorney in connection with performance of Attorney's duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Attorney may incur in the performance of its obligations under this Agreement have already been included in computation of the Attorney's fee and may not be charged to the City.

Section 6. Method and Time of Payment

- (A) The City will compensate the Attorney in accordance with Section 5, which compensation shall constitute the full and complete compensation for the Attorney's services and performance under this Agreement. Payments will be made on receipt of monthly billing.
- (B) No payment will be disbursed until approved by the City. The City Manager shall review Attorney's billings in a timely manner, and to request from the Attorney necessary explanations or additional documentation within fifteen (15) days of receipt of billing by the City. The City expects to pay within thirty-one (31) days of receipt of billing or receipt of requested explanations or documentation acceptable to the City, whichever is later.

Section 7. Termination of Agreement for Cause

If, through any cause, the Attorney shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Attorney 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 Attorney of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Attorney arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination or upon request. The Attorney shall be entitled to

receive compensation in accordance with the payment provisions of Section 5 of this Agreement only for work completed to the City's satisfaction in accordance with Section 5 of this Agreement and the other terms of this Agreement.

Section 8. Termination for Convenience of City

The City may terminate this Agreement at any time by giving written notice to the Attorney of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 7 are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Attorney shall be entitled to receive compensation in accordance with the payment provisions of Section 5 of this Agreement only for work completed to the City's satisfaction in accordance with Section 5 of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Attorney, Section 7 of this Agreement shall govern the rights and liabilities of the parties.

Section 9. Causes Beyond Control

In the event the Attorney is prevented by a cause or causes beyond control of the Attorney from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement, which will render the Attorney liable for damages or give rights to the cancellation of the Agreement for cause, provided that Attorney duly and timely notifies the City in writing of the cause or causes, which writing must be titled "Cause or Causes Beyond Control of Attorney." However, if and when such cause or causes cease to prevent performance, the Attorney shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Attorney and which prevent the performance of the Attorney: 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 Attorney from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Attorney and would not prevent another Attorney from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Attorney. Based on Attorney's "Cause or Causes Beyond Control of Attorney," the City will determine whether the event preventing the Attorney from performing is a cause beyond the Attorney's control.

Section 10. Modifications

- (A) The parties may mutually agree to modify the terms of the Agreement only by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- (B) It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Attorney to agree to modification in the scope of services will be the basis for termination of the Agreement for cause.

Section 11. Equal Employment Opportunity

The Attorney will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Attorney shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam

era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Attorney agrees to post in conspicuous places in its office available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney; 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 era. The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

Section 12. Interest of Members of City and Others

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

Section 13. Non-Assignability

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

Section 14. Interest of Attorney

The Attorney covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Attorney further covenants that in the performance of this Agreement it shall not knowingly employ any person having any such interest and that it shall reasonably inquire of all its employees to determine that they have no such interest.

Section 15. Findings Confidential

Except as required by law, including court orders directing disclosure, any reports, information, data, etc., given to or prepared or assembled by the Attorney under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Attorney without the prior written approval of the City.

Section 16. 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 Agreement. 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 Agreement.

Section 17. Publication, Reproduction and Use of Materials

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

Section 18. Audits and Inspections of Records

- (A) At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of Attorney's records with respect to all matters covered by this Agreement and Attorney will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Except in case of emergency, Attorney must make such records available upon five (5) days notice. In case of emergency, Attorney must make such records available immediately upon request. In performing such audits and investigations, the City and its representatives shall not unduly interfere with the ability of Attorney to perform his duties under this Agreement.
- (B) Attorney files will be retained in accordance to City's Records Retention Schedule. Attorney will provide the City Clerk with a report and obtain written authorization prior to destruction of any records.
- (C) Upon termination of this agreement, all Attorney's records will be turned over to the City Clerk as described in Section 7.

Section 19. Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Palmer. The law of the state of Alaska shall govern the rights and obligations of the parties.

Section 20. Non-Waiver

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

Section 21. Permits, Laws and Taxes

The Attorney shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing its obligations under this Agreement, Attorney shall comply with all applicable statutes, ordinances, rules and regulations. The Attorney shall pay all taxes pertaining to its performance under this Agreement.

Section 22. Relationship of the Parties

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

Section 23. Administration of this Agreement

- (A) The City Manager or designee will be the representative of the City administering this Agreement.
- (B) The services to be furnished by the Attorney shall be administered by the City Manager. In the event that Attorney is unable to serve for any reason to perform his obligations under this Agreement, the Attorney shall appoint a successor in interest but such appointment will be subject to a written approval of the City.

Section 24. 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:

Section 25. City Held Harmless

- (A) The Attorney shall indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.
- (B) The Attorney shall not indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of wrongful or negligent acts, errors or omissions solely of the City occurring during the course of or as a result of the performance of this Agreement.
- (C) Where lawsuits, actions, claims or liability, including reasonable attorney's fees and costs, arise out of wrongful or negligent acts of both the Attorney and the City occurring as a result of the performance of this Agreement, the Attorney shall indemnify, defend, save and hold the City harmless from only that portion of the lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.

Section 26. Interpretation and Enforcement

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

Section 27. Attorney Insurance

- (A) The Attorney will maintain during the course of the contract attorney's errors and omissions insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible no greater than \$25,000. In addition, if the policy is a claims-made policy; the Attorney must maintain such policy of insurance after the termination of the contract for a period of six years or alternatively obtain an extended reporting endorsement (tail coverage) for six years after the termination providing the same coverage, or a combination of the two. Attorney shall annually provide the City with a certificate of insurance for errors and omissions insurance from attorney's insurance company showing the then-current coverage limits (including extended reporting endorsement, if applicable).
- (B) The Attorney will, at its own expense, secure and maintain and file a certificate of insurance with the City with acceptable insurance coverage, including defense and indemnification of the City. The insurance policies will be secured with insurance companies that are admitted carriers to State of Alaska or an approved Surplus Lines carrier in State of Alaska with an AM Best rating of A- or better.
- (1) Comprehensive General Liability or Commercial General Liability Coverage: Limit \$1,000,000 per claim and \$2,000,000 aggregate Bodily Injury and Property Damage, combined Single Limit. Coverage to include:
- Premises Operation
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual
 - Broad Form Property Damage
- (2) Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30, et. seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's liability limits shall be: \$100,000 each accident; \$500,000 disease--policy limit; and \$100,000 disease--each employee.
- (3) Comprehensive Automobile Liability: Limit \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to include all owned or rented/leased vehicles driven by employees engaged in the performance of the work specified in this Agreement.
- (4) Unemployment Insurance by payment of employment security taxes for all employees hired by the Attorney to work on this project. In the event of the Attorney's failure to pay such taxes, the City will withhold an amount sufficient to pay such taxes from any payments owed to the Attorney by the City. The City also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the Attorney. The City further reserves the right to withhold that portion of employment security taxes owed to any employees pending notification of the Attorney's unemployment security tax clearance from the Alaska State Department of Labor.
- (5) Cyber Liability: Limit \$1,000,000 endorsed to include third party coverage for the City of Palmer.

- (C) A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of the Agreement, pursuant to Section 7 for Cause.
- (D) Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the City prior to cancellation. Each policy (other than for worker's compensation and Errors and Omissions) shall name the City as an additional insured. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage. Attorney's insurance coverage shall be primary to any coverage carried by the City, which covers the work specified in this Agreement.

Section 28. Understanding

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

Section 29. Severability

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

Section 30. Compliance with Law

Attorney shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing his duties hereunder.

Section 31. Notices

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

City: City Manager
 City of Palmer
 231 W. Evergreen Ave.
 Palmer, AK 99645


Attorney: Jermain, Dunnagan & Owens, P.C.
 3000 A Street, Suite 300
 Anchorage, AK 99503


CITY OF PALMER:

ATTORNEY:



 Nathan E. Wallace, City Manager



 Michael R. Gatti, Shareholder Attorney


A. CALL TO ORDER

A special meeting of the Palmer City Council was held on August 6, 2019, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Linda Combs
Julie Berberich	Sabrina Combs
Steve Carrington, Deputy Mayor	David Fuller (participated telephonically)

Staff in attendance were the following:

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

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

Moved by:	L. Combs
Seconded by:	S. Combs
Vote:	6 Yes/1 (Vacant)
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Ms. Lee Henrikson testified that members of the Council voting for Richard Best were going against the voters' opinion at the October 2018 election.

F. UNFINISHED BUSINESS

1. Committee of a Whole:
 - a. Review of Council Member Applicants

Hearing no motion to enter into a Committee of the Whole, Mayor DeVries closed the agenda item.

2. Selection and Appointment of City Council Member

Mayor DeVries recapped the selection and appointment process and stated expectations for the evening's process. Mayor DeVries opened the floor for nominations.

Deputy Mayor Carrington nominated Richard Best.

Council Member S. Combs nominated Jill Valerius.

Hearing no further nominations Mayor DeVries closed the nominations and called for a vote.

Vote on Nomination: Richard W. Best

In favor:	Carrington, L. Combs, DeVries
Action:	Not Appointed

Vote on Nomination: Jill Valerius

In favor:	Berberich, S. Combs, Fuller
Action:	Not Appointed

City Attorney Michael Gatti was asked to provide legal opinion on interpretation of the Code regarding the appointment vacancy and tie vote. Mr. Gatti advised the Council to follow the Code and appoint someone.

Main Motion: To Move the City Council Nomination to August 13, 2019

Moved by:	Fuller
Seconded by:	
Action:	Motion Failed for Lack of Second

Council Member S. Combs requested legal counsel on consequences of leaving the seat vacant. Mr. Gatti stated that the Council needed to follow the Code.

Main Motion: Decide Nomination by Coin Toss

Moved by:	Fuller
Seconded by:	
Action:	Motion Failed for Lack of Second

Mayor DeVries called a recess at 6:43 p.m. and reconvened the meeting at 6:56 p.m.

Discussion ensued on nominating Imran Chaudhry.

Deputy Mayor Carrington nominated Imran Chaudhry.

Council Member S. Combs nominated Jill Valerius.

Vote on Nomination: Imran Chaudhry

In favor:	Carrington, L. Combs, DeVries
Action:	Not Appointed

Vote on Nomination: Jill Valerius

In favor:	Berberich, S. Combs, Fuller
Action:	Not Appointed

Council Member S. Combs nominated Imran Chaudhry and requested the city clerk call Imran to see if he was available for an interview.

Mayor DeVries called a recess at 7:02 p.m. and reconvened the meeting at 7:12 p.m.

City Clerk Alley announced Imran Chaudhry was not available for a phone interview due to being out of state on business.

Main Motion: To Recess and Reconvene on August 8, 2019, at 6:00 p.m. for Further Discussion on the Applicants

Moved by:	L. Combs
Seconded by:	DeVries
Vote:	2 Yes/4 No (Berberich, Carrington, S. Combs, Fuller)/1 Vacant
Action:	Motion Failed for Lack of Majority

Vote on Nomination: Imran Chaudhry

In favor:	Berberich, Carrington, S. Combs, Fuller
Action:	Appointed

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported there were no Items Placed on the Table.

H. COUNCIL MEMBER COMMENTS

No direction was given to staff for legislation to be placed on a future agenda.

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:29 p.m.

Approved this ____ day of _____, 2019.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



Report to Council
 City Manager Nathan Wallace
 August 27, 2019

Golf Course Updates as of July 31, 2019:

	March/April		Monthly comparison	May		Monthly Comparison	June		Monthly Comparison	July		Monthly Comparison
	2018	2019		2018	2019		2018	2019		2018	2019	
Green Fees	2018	2019		2018	2019		2018	2019		2018	2019	
Operational Days	13	26	13	31	31	0	30	30	0	31	31	0
Rounds Played	507	1692	1185	2271	2513	242	2780	3130	350	3525	3737	212
Green Fees	\$52,257	\$85,193	\$ 32,936	\$74,260	\$74,693	\$ 433	\$63,875	\$75,911	\$ 12,036	\$65,431	\$72,850	7419.00
Cart Rental	\$ 5,483	\$18,090	\$ 12,607	\$15,554	\$19,481	\$ 3,927	\$22,909	\$28,349	\$ 5,440	\$26,520	\$30,888	4367.50
Club Rental	\$ 270	\$ 340	\$ 70	\$ 530	\$ 650	\$ 120	\$ 1,516	\$ 2,180	\$ 664	\$ 1,490	\$ 1,935	445.00
Driving Range	\$ 574	\$ 4,282	\$ 3,708	\$ 5,275	\$ 7,513	\$ 2,238	\$ 5,748	\$ 9,021	\$ 3,274	\$ 7,027	\$ 8,606	1579.25
Merchandise	\$14,114	\$16,021	\$ 1,908	\$30,717	\$32,172	\$ 1,454	\$40,412	\$47,558	\$ 7,145	\$34,458	\$43,233	8775.62
Snack Bar	\$ 721	\$ 3,832	\$ 3,112	\$ 7,286	\$ 9,148	\$ 1,863	\$13,332	\$14,718	\$ 1,387	\$18,483	\$19,990	1507.00
Beer & Wine	\$ 530	\$ 2,729	\$ 2,199	\$ 6,366	\$ 8,260	\$ 1,894	\$11,237	\$16,688	\$ 5,451	\$13,417	\$16,479	3061.75

	Year to Date Totals		Year To Date Comparison	Percentage increase from 2018
	2018	2019	2018 to 2019	
Operational Days	105	118	13	+
Rounds Played	9083	11072	1989	+ 21.90%
Green Fees	255822.50	308645.64	\$ 52,823.14	+ 20.65%
Cart Rental	70466.00	96807.50	\$ 26,341.50	+ 37.38%
Club Rental	3805.90	5105.00	\$ 1,299.10	+ 34.13%
Driving Range	18623.25	29421.50	\$ 10,798.25	+ 57.98%
Merchandise	119700.63	138983.72	\$ 19,283.09	+ 16.11%
Snack Bar	39820.68	47688.63	\$ 7,867.95	+ 19.76%
Beer & Wine	31549.00	44155.00	\$ 12,606.00	+ 39.96%
			\$131,019.03	

Projected Remaining Revenue 2019 using 2018	Aug	Sept	Oct	Nov	Projected remaining revenue based on 2018 Actuals	2019 Year To Date Actuals	Total 2019 Projected Revenues
	2018	2018	2018	2018			
Operational Days	31	30	27		88		
Rounds Played	2295	2406	837		5538	11072	16610
Green Fees	\$ 33,011	\$ 41,339	\$ 22,288	\$ 875	\$ 97,513	\$ 308,646	\$ 406,158
Cart Rental	\$ 15,580	\$ 17,467	\$ 4,473	\$ 200	\$ 37,720	\$ 96,808	\$ 134,528
Club Rental	\$ 1,180	\$ 750	\$ 290		\$ 2,220	\$ 5,105	\$ 7,325
Driving Range	\$ 3,722	\$ 3,725	\$ 1,198		\$ 8,645	\$ 29,422	\$ 38,067
Merchandise	\$ 23,113	\$ 24,366	\$ 7,045	\$ 5,696	\$ 60,221	\$ 138,984	\$ 199,204
Snack Bar	\$ 10,109	\$ 10,679	\$ 3,173	\$ 120	\$ 24,081	\$ 47,689	\$ 71,770
Beer & Wine	\$ 7,956	\$ 7,642	\$ 2,943		\$ 18,540	\$ 44,155	\$ 62,695
						Total Revenue	\$ 919,747



Report to Council
 City Manager Nathan Wallace
 August 27, 2019

		Actual 2018	City Projected 2019	EagleGolf Projected 2018	EagleGolf Projected 2019
Contractual Service - Management Contract		\$ 650,000	\$ 417,000	\$ 650,000	\$ 417,000
Revenues					
Green Fees		\$ 353,000	\$ 406,158		
Cart Rental		\$ 108,000	\$ 134,527		
Driving Range		\$ 32,000	\$ 38,067		
Trail Fees		\$ 5,800	\$ 7,000		
Merchandise		\$ 184,668	0.00		\$ 199,204
Snack Bar		\$ 69,000	0.00		\$ 71,770
Beer & Wine		\$ 48,000	0.00		\$ 62,695
Club Rental		\$ 6,800	0.00		\$ 7,325
Sales Tax		\$ 22,938			
	Total Revenue	\$ 830,206	\$ 585,752	\$ 650,000	\$ 757,994
	Budgeted Expenses	\$ 844,501	\$ 625,905	includes merchandise expense	
	Gross Difference	\$ (14,295)	\$ (40,154)		
	Capital Expenses	\$ 21,796	\$ 107,000		
	Net operational expenditures	\$ 822,705	\$ 518,905		
	Difference Revenue minus net operational expenditures	\$ 7,501	\$ 66,847	Plus Sales tax to General Fund ~\$23,000+	

Radio Free Palmer Inside the City schedule: Com Dev/MTA EC Aug 30, City Manager Sep 6, City Clerk Sep 13, Mayor Sep 20

Mayor's Memo

Council Meeting report for council Meeting

on August 27, 2019

CHAMBER LUNCHEON AT STATE FAIR AUGUST 28

AGENDA SETTING MEETING –August 29, Sept 12

SAROMA TEEN WELCOME – SEPT. 11

TRANSPORTATION PLAN SEPTEMBER 12

3 TO 7 PM Raven Hall fair grounds

MAYOR/MANAGER'S MEETING September 19

FAREWELL – SAROMA TEEN – SEPT 23

CITY OF PALMER ELECTION, OCTOBER 1ST

We want and value your input and participation.

Edna DeVries Mayor

907-355-9933 edevries@palmerak.org

Attachment(s):

- Resolution No. 19-005-A

Summary Statement:

The mid-year budget amendment adjusts revenues and expenditures/expenses for additional revenues received, grants, reimbursed expenditures and budget clean-up.

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

- Increase in Motor Vehicle Tax for a onetime payment by the Matanuska Susitna Borough (MSB) from their Motor Vehicle Registration reserve fund
- Increase in Library grants for funds received from the Mat-Su Health Foundation, PLA grant from 2018-2019 and a Continuing Education grant
- Increase in Misc Income-Public Safety for reimbursement of training for dispatch from MSB
- Increase in Alaska State Fair Parade Revenue

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

- Increase in Alaska State Fair Parade Expenditures
- Increase in transfers out to Fund 10 Road Projects Fund for a portion of the onetime Motor Vehicle Tax payment and to Fund 30 for the additional City match for the FAA grant for the 2019 Airfield Safety Improvement Project
- Increase in Dispatch travel and training for reimbursement
- Increase in Public Works Road for the onetime Motor Vehicle Tax payment
- Increase in Library grant expenditures

The Water/Sewer Fund (02) expenditures adjustment includes an increase due to AM 19-050 for the water main re-locate at the intersection of S. Chugach St and E. Commercial Drive.

The General CIP Projects Fund (08) moves the funds for the paving of the pathway on S. Gulkana to the Airport Capital Projects Fund (30) since the original pathway is an Airport asset.

The Road Projects Fund (10) increase in revenue and expenditures is due to the onetime Motor Vehicle Tax payment.

The Golf Course Fund (15) increase in revenue is clean-up from the original 2019 budget for the Golf Course capital projects for the Clubhouse deck and additional purchase of golf carts.

The Airport Capital Projects Fund (30) increase in revenue is to appropriate the FAA Grant for the 2019 Airfield Safety Improvement Project with the City match and the increase in expenses is for the 2019 Airfield Safety Improvement Project FAA grant expenses and City match.

Administration's Recommendation:

Approve Resolution No. 19-005-A amending the 2019 City of Palmer Budget for the fiscal year ending December 31, 2019.

LEGISLATIVE HISTORY

Introduced by: City Manager
Date: August 27, 2019
Public Hearing: August 27,2019
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 19-005-A

A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2019

WHEREAS, at the August 27, 2019, council meeting the manager presented budget amendments and the City Council approved increasing the General Fund (01) revenues \$146,151 and increasing General Fund (01) expenditures \$178,684 for a net decrease of \$32,533; and

WHEREAS, at the August 27, 2019, council meeting the manager presented budget amendments and the City Council approved increasing the Water/Sewer Fund (02) expenses \$40,000 for a net decrease of \$40,000; and

WHEREAS, at the August 27, 2019, council meeting the manager presented budget amendments and the City Council approved decreasing the General CIP Projects Fund (08) revenues \$20,000 and decreasing General CIP Projects Fund (08) expenditures \$20,000; and

WHEREAS, at the August 27, 2019, council meeting the manager presented budget amendments and the City Council approved increasing the Road Projects Fund (10) revenues \$75,000 and increasing the Road Projects Fund (10) expenditures by \$75,000; and

WHEREAS, at the August 27, 2019, council meeting the manager presented budget amendments and the City Council approved increasing the Golf Course Fund (15) revenues \$82,000 for a net increase of \$82,000; and

WHEREAS, at the August 27, 2019, council meeting the manager presented budget amendments and the City Council approved increasing the Airport Capital Fund (30) revenues \$990,513 and increasing the Airport Capital Fund (30) expenses \$990,513; and

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends the 2019 budget as follow:

Line item description	Current 2019 Budget	Proposed Amendment	Amended 2019 Budget
GENERAL FUND (01)			
General Fund (01) Revenues:			
01-00-00-3111 Motor Vehicle Tax	\$ 42,000	\$ 129,175	\$ 171,175
01-00-00-3343 Library Grants	\$ 6,900	\$ 9,250	\$ 16,150
01-00-00-3689 Misc Income-Public Safety	\$ 0	\$ 6,226	\$ 6,226
01-00-00-3697 AK State Fair Parade Donate/EF	\$ 0	\$ 1,500	\$ 1,500
TOTAL GENERAL FUND REVENUE AMENDMENTS		\$ 146,151	
General Fund (01) Expenditures:			
City Manager Department:			
01-01-05-6070 AK State Fair Parade Expenditures	\$ 0	\$ 1,500	\$ 1,500
Total City Manager Department Amendments		\$ 1,500	
Non-Departmental:			
01-01-70-6078 Transfers Out	\$ 1,238,214	\$ 107,533	\$ 1,345,747
Total Non-Departmental Amendments		\$ 107,533	
Police Department:			
01-12-70-6024 Travel	\$ 2,500	\$ 4,782	\$ 7,282
01-12-70-6026 Training	\$ 2,000	\$ 1,444	\$ 3,444
Total Police Department Amendments		\$ 6,226	
Public Works:			
01-17-40-6045 Repairs & Maintenance	\$ 15,000	\$ 54,175	\$ 69,175
Total Public Works Department Amendments		\$ 54,175	
Library Grants:			
01-19-23-6040 Supplies/Books/Subscriptions (PLA)	\$ 0	\$ 1,030	\$ 1,030
01-19-23-6044 Operating Supplies (PLA)	\$ 6,900	\$ 6,970	\$ 13,870
01-19-27-6024 Travel (CE)	\$ 0	\$ 995	\$ 995
01-19-27-6026 Training (CE)	\$ 0	\$ 255	\$ 255
Total Library Grants Amendments		\$ 9,250	
TOTAL GENERAL FUND EXPENDITURES AMENDMENTS		\$ 178,684	
WATER/SEWER FUND (02)			
Expenses:			
02-01-10-6045 Repairs & Maintenance	\$ 65,000	\$ 40,000	\$ 95,000
TOTAL WATER/SEWER EXPENSE AMENDMENTS		\$ 40,000	
GENERAL CIP PROJECTS FUND (08)			
Revenues:			
08-00-00-3673 Transfers in	\$ 325,214	\$ (20,000)	\$ 305,214
TOTAL GENERAL CIP PROJECTS REVENUE AMENDMENTS		\$ (20,000)	
Expenditures:			
08-01-10-7087 Capital Project Fund	\$ 20,000	\$ (20,000)	\$ 0
TOTAL GENERAL CIP PROJECTS EXPENDITURE AMENDMENTS		\$ (20,000)	
ROAD PROJECTS FUND (10)			
Revenues:			
10-00-00-3673 Transfers in	\$ 100,000	\$ 75,000	\$ 175,000
TOTAL ROAD PROJECTS REVENUE AMENDMENTS		\$ 75,000	
Expenditures:			
10-01-06-63011 Paving Upgrades	\$ 548,778	\$ 75,000	\$ 623,778
TOTAL ROAD PROJECTS EXPENDITURE AMENDMENTS		\$ 75,000	

Line item description	Current 2019 Budget	Proposed Amendment	Amended 2019 Budget
GOLF COURSE FUND (15)			
Revenues:			
15-00-00-3673 Transfers In	\$ 0	\$ 82,000	\$ 82,000
TOTAL GOLF COURSE REVENUE AMENDMENTS		\$ 82,000	
AIRPORT CAPITAL PROJECTS FUND (30)			
Revenues:			
30-00-00-3382 FAA Grant	\$ 0	\$ 937,980	\$ 937,980
30-00-00-3673 Transfers In	\$ 30,000	\$ 52,533	\$ 82,533
TOTAL AIRPORT CAPITAL PROJECTS REVENUE AMENDMENTS		\$ 990,513	
Expenses:			
30-03-10-7131 FAA Grant	\$ 0	\$ 937,980	\$ 937,980
30-30-10-6200 Path Upgrade S. Gulkana	\$ 0	\$ 20,000	\$ 20,000
30-30-10-6233 City Match Airfield Safety	\$ 30,000	\$ 32,533	\$ 62,533
TOTAL AIRPORT CAPITAL PROJECTS EXPENSE AMENDMENTS		\$ 990,513	

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

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Ordinance No. 19-007**

Subject: Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses


Agenda of: May 14, 2019 – Introduction
 May 28, 2019 – Public Hearing
 August 27, 2019

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



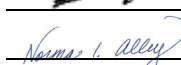
Originator Information:

Originator: Council Member Sabrena Combs and Council Member Julie Berberich

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 19-007

Summary Statement/Background:

A concerned citizens group formed in Palmer and approached the City Council to consider adopting an excessive call ordinance to possibly help alleviate some of the issues with "trap houses" and problem residences in town.

The city of Wasilla has had a similar ordinance on the books since 2014. This ordinance would keep consistency through the cities of the Valley and give concerned citizens a tool to use for residences that have excessive encounters with law enforcement.

In speaking with the city of Wasilla, since its inception this ordinance has only been enforced a handful of times, meaning this is unlikely to create much additional workload for the Palmer Police Department or administration.

The ordinance fee schedule would keep in line with the fee schedule for excessive calls to the fire department, an ordinance that has been in place for many years.

LEGISLATIVE HISTORY

Introduced by: Council Members S. Combs
and Berberich
Date: May 14, 2019
Public Hearing: May 28, 2019
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 19-007

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses

WHEREAS, the city of Palmer has citizens concerned with residences that have an excessive amount of crime and suspicious traffic and activity; and

WHEREAS, these citizens would like an avenue to discourage unlawful activities through a defined penalty system; and

WHEREAS, the city of Palmer police department is dispatched regularly to these problem residences for a variety of unlawful or suspicious activities.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Chapter 9.39 is hereby enacted to read as follows:

9.39.010 Purpose

This ordinance addresses the issue of excessive police responses to repeat locations. Occasionally, one or more police officers respond multiple times to a property on a call for assistance, a complaint, an emergency, a potential emergency or a reasonable suspicion of unlawful activity. This Ordinance outlines liable parties, fees for excessive police response and appropriate corrective action.

9.39.020 Definitions.

When used in this chapter, the following words and phrases shall have the meanings set forth in this section:

“Dwelling unit” means a structure or portion thereof providing independent and complete cooking, living, sleeping, and toilet facilities for a person or group of persons living as a single housekeeping unit.

"Excessive police response" means for a residential property, each police response in excess of eight to a dwelling unit in a calendar year.

"Mobile home" means a detached single dwelling unit fabricated at a factory and capable of being transported to location of use on its own chassis and wheels, identified by a model number and serial number by its manufacturer, and designed primarily for placement on a non-permanent foundation.

"Mobile home park" means any parcel or adjacent parcels of land in the same ownership which are managed for occupancy by more than two mobile homes. The term does not include tourist facilities for travel trailers or campers.

"Owner" means the record owner of the property as shown in the real property records of the borough.

"Person" means any individual, or any business or non-business association recognized by law, whether or not organized for profit.

"Police response" means one or more police officers that respond to a call for assistance, a complaint, an emergency, a potential emergency, or a reasonable suspicion of unlawful activity witnessed by a police officer, and any response determined by a sergeant or higher ranking police officer to be related to activities on the property premises and reasonably preventable. The term "police response" does not include a response to:

1. Receipt of false information as defined in AS 11.56.800(a)(1), unless the false information was provided by an occupant or owner of the property;
2. A false alarm as defined in AS 11.56.800(a)(2) through (3), unless the false alarm was caused, permitted or allowed by an occupant or owner of the property in violation of AS 11.56.800(a)(2) through (3);
3. A call involving potential child neglect, potential domestic violence as defined in AS 18.66.990, or potential stalking under AS 11.41.260 or 11.41.270;
4. A report of a sexual assault as defined in AS 11.41.410 through 11.41.427;
5. A medical emergency for serious bodily injury or death;
6. A call from the tenant or owner of property for police assistance with:
 - a. Theft or attempted theft from the tenant or owner; or
 - b. A report of the presence or identification of a person under state or federal warrant; or
 - c. An inebriated person preparing to operate a motor vehicle upon leaving the premises.

"Residential property" means an individual parcel, tract or lot shown on the most recent plat of record containing one or more dwelling units, or a mobile home.

9.39.030 Notice to liable persons.

A. The city may notify the owner and tenant of a property in writing when the number of police responses in the current calendar year to a residential unit equals the number of excessive police responses for that type of property.

B. A notice under this section shall be given in a manner reasonably calculated, under all the circumstances, to provide actual notice to the person of the potential liability for the fee. At a minimum, the notice shall be sent by certified mail or by direct delivery, return receipt requested,

to the mailing address of the person as shown on the city's real property tax records. If the mailed notice is returned refused for signature by the recipient, actual notice shall be conclusively presumed on the date refused. If the mailed notice is returned unclaimed or undeliverable, the city shall accomplish notice by another method and attest to the date notice is accomplished by affidavit or in a police report. Notice may be accomplished by any lawful manner.

- C. The notice addressed to an owner and tenant shall:
1. Identify the property that is the subject of the notice by street address, and if the property has multiple units, identify the dwelling unit;
 2. State the number of police responses in the calendar year to date and state additional police responses to the unit or property may result in imposition of fees under this chapter;
 3. State the person shall be liable for a fee for each excessive police response to the property during the calendar year, unless, within 30 days, any person takes appropriate corrective action promptly and gives written notice to the chief of police of the action taken;
 4. State the amount of the fee per excessive police response; and
 5. State the contact information of a representative of the police department to contact concerning the notice.

9.39.040 Corrective Action.

A. An owner or tenant of a property shall have 30 days from the date notice is accomplished, as required under PMC 9.36.030, to promptly take appropriate corrective action. Appropriate corrective action is action reasonably expected to correct the cause of the police responses to the property. Police officers holding the rank of sergeant or higher are authorized to determine whether corrective action is appropriate under the circumstances. The officer's determination shall be in writing and issued within five days of receipt of the person's written notice of the action taken. Should the officer determine the action taken is not appropriate corrective action, the officer shall explain the reasons and the person shall have 10 days from the date of the determination to take appropriate corrective action. The 10-day extension shall be provided only once in a calendar year for each unit receiving excessive police responses. Examples of appropriate corrective action, subject to a police officer's determination whether it is appropriate, may include, without limitation:

1. Written notice to quit under AS 09.45.100 through 09.45.110;
2. Eviction notice served on the tenant or lessee requiring vacation of the premises within 30 days or less;
3. Obtaining a restraining order, if appropriate;
4. Installation or implementation of new or additional security measures; or
5. Action recommended by the police department in writing and implemented to the satisfaction of a police officer the rank of sergeant or higher.

B. Appropriate corrective action does not include:

1. Relocating a tenant or lessee of a unit to a different unit on the same property, unless a police officer the rank of sergeant or higher determines the relocation is appropriate. If a person is relocated, the city may transfer the number of police responses from the former unit to the new unit; or
2. Communicating only orally with the person causing the police responses.

C. A fee may not be imposed for additional police responses to the unit that is the subject of the notice during the 30-day period allowed under subsection (A) of this section if any person takes appropriate corrective action and gives written notice to the police department of the action taken during the 30-day period. There is a conclusive presumption that appropriate corrective action

was taken if there are no additional police responses to the property from the end of the 30-day period until the earlier of:

1. The end of the calendar year; or
2. Ninety calendar days.

9.39.050 Fees for excessive police response.

A. Subject to subsection (B) of this section, the owner of a property and the tenant of a unit shall jointly pay the city a progressive charge for violations of this chapter in accordance with the fee in the current, adopted budget per excessive police response to the dwelling unit during a calendar year.

B. The city shall bill the owner of the property and the tenant of a unit for excessive police responses and they both shall jointly pay those charges within 30 days of a receipt of said bill.

C. A person is exempt from liability for the fee established by subsection (A) of this section if:

1. The person is a federal, state, or local government agency;
2. The property or unit responded to is used exclusively for nonprofit religious, charitable, cemetery, hospital or educational purposes;
3. The city has not provided notice to the person in writing as provided in PMC 9.36.030;
4. Any person has taken appropriate corrective action and given written notice to the police department of the action as required by PMC 9.36.030; or
5. The owner or tenant of the property or unit responded to has entered a current written agreement with the police department.

D. If a property has more than one owner, all owners shall be jointly liable, with the tenant, for any fee imposed under this chapter. Actual notice to one owner creates a rebuttable presumption of actual notice to all other owners.

E. For residential property owned as a condominium, a fee based on excessive police responses to a single dwelling unit shall be assessed against the owner of the dwelling unit, jointly with the tenant.

F. A tenant shall not be liable for the fee if the tenant's conduct did not require the police response and the tenant's right to possession commenced on a date subsequent to the date of the first police response that is counted for purposes of the fee imposed under this chapter.

G. If the unit requiring excessive police responses is a mobile home located in a mobile home park, the fee may not be imposed on the owner or operator of the mobile home park, unless the owner's or operator's conduct required the excessive police response. The fee may be imposed jointly on the owner and tenant of the mobile home.

H. If a sergeant or higher ranking official of the police department determines appropriate corrective action was taken with respect to a specific unit, the count of police responses to the unit shall reset to zero, effective the date of the determination.

I. The fee may be collected in any lawful manner, including bringing an action in court for a personal judgment against any one or more of the persons liable.

J. An owner or tenant liable for a fee under this chapter may bring an action in court against a person whose conduct required the excessive police response to recover the amount of the fee

and related costs. An owner or tenant shall not be granted any extension of time or continuance to pay the fee based on a pending action against a third party.

Section 4. Effective Date. Ordinance No. 19-007 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this ____ day of _____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

City of Palmer
Ordinance No. 19-~~0070XX~~

Subject: Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses

Agenda of: ~~May 14~~ August 27, 2019 – Introduction
~~May 28, 2019 – Public Hearing~~

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



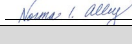
Originator Information:

Originator: ~~Council Member Sabrena Combs and Council Member Julie Berberich~~ City Manager Wallace

Department Review:

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

Approved for Presentation By:


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

Certification of Funds:

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

- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

- Funds are (√):
- Budgeted Line item(s): _____
 - Not budgeted

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 19-~~0070XX~~

Summary Statement/Background:

A concerned citizens group formed in Palmer and approached the Palmer City Council to consider adopting an excessive call/po~~lice response~~ ordinance ~~to possibly help alleviate some~~. The goal of the issues with "trap houses" and citizen group was to reduce criminal activity at problem residences~~locations~~ in town.

~~The city of Wasilla has had a similar ordinance on Palmer to which the books since 2014. This ordinance would keep consistency through the cities of the Valley and give concerned citizens a tool to use for residences that have excessive encounters with law enforcement~~police frequently respond.

~~In speaking with the city of Wasilla, since its inception this ordinance has only been enforced a handful of times, meaning this is unlikely to create much additional workload for the Palmer Police Department or administration.~~

~~The ordinance fee schedule would keep in line with the fee schedule for excessive calls to the fire department, an ordinance that has been in place for many years.~~

This is a replacement ordinance for Ordinance No. 19-007 that was heard by public hearing on May 28, 2019. After the public hearing and discussion by Council it was moved that the ordinance be updated to reflect concerns on enforcement that were brought up by staff.

Modifications were drafted by staff and discussed with the citizens group on June 13 and discussed with Council during the committee of the whole discussion on code enforcement July 9. It was determined that this version was ready for a public hearing.

The intent of this ordinance is to hold both property owners and tenants accountable for repeated incidents of unlawful activity which take place on property for which they are responsible. Violation of this ordinance would result in a citation being issued to responsible parties once a certain number of calls for service for police verified unlawful activity is met.

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LEGISLATIVE HISTORY

Introduced by: ~~Council Members S. Combs and Berberich~~ City Manager Wallace
Date: ~~May 14~~ August 27, 2019
Public Hearing: ~~May 28, 2019~~
Action:
Vote:
Yes: _____ No: _____

CITY OF PALMER, ALASKA

Ordinance No. 19-~~0070XX~~

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Responses

WHEREAS, the city of Palmer has citizens concerned with residences that have an excessive amount of ~~crime and suspicious traffic and~~ criminal activity and ordinance violations; and

WHEREAS, these citizens would like an avenue to discourage unlawful activities through a defined penalty system; and

WHEREAS, the ~~city of~~ Palmer police department is dispatched regularly to these problem residences for a variety of unlawful ~~or suspicious~~ activities.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Chapter 9.39 is hereby enacted to read as follows:

9.39.010 Purpose

This ordinance addresses the issue of excessive police responses to repeat locations. Occasionally, one or more police officers respond multiple times to a property ~~onto~~ a call for ~~assistance, a complaint, an emergency, a potential emergency or a reasonable suspicion of service regarding~~ unlawful activity. This ~~Ordinance~~ ordinance outlines liable parties, ~~fees and penalties for~~ generation of excessive police response ~~and appropriate corrective action to such calls for service.~~

9.39.020 Definitions.

When used in this chapter, the following words and phrases shall have the meanings set forth in this section:

"Dwelling unit" means a structure or portion thereof providing independent ~~and complete~~ cooking, living, sleeping, and toilet facilities for a person or group of persons living as a single housekeeping unit.

"Excessive police response" means for a residential property, each police response as defined in this section, in excess of eight (8), to a dwelling unit in a calendar year.

"Mobile home" means a detached single dwelling unit fabricated at a factory and capable of being transported to location of use on its own chassis and wheels, identified by a model number and serial number by its manufacturer, and designed primarily for placement on a non-permanent foundation.

"Mobile home park" means any parcel or adjacent parcels of land in the same ownership which are managed for occupancy by more than two mobile homes. The term does not include tourist facilities for travel trailers or campers.

"Owner" means the record owner of the property as shown in the real property records of the borough.

"Person" means any individual, or any business or non-business association recognized by law, whether or not organized for profit.

"Police response" means one or more police officers that respond to a call for ~~assistance, service which subsequent investigation determines is a complaint, an emergency, a potential emergency, or a reasonable suspicion~~ violation of unlawful activity witnessed by a police officer, and any response determined by a sergeant or higher ranking police officer to be related to activities on the property premises and reasonably preventable. ~~a Palmer Municipal Ordinance, Alaska State law of Federal Law.~~ The term "police response" does not include a response to:

1. Receipt of false information as defined in AS 11.56.800(a)(1), unless the false information was provided by an occupant or owner of the property;
 2. A false alarm as defined in AS 11.56.800(a)(2) through (3), unless the false alarm was caused, permitted or allowed by an occupant or owner of the property in violation of AS 11.56.800(a)(2) through (3);
 3. A call involving potential child neglect, potential domestic violence as defined in AS 18.66.990, or potential stalking under AS 11.41.260 or 11.41.270;
 4. A report of a sexual assault as defined in AS 11.41.410 through 11.41.427;
~~5.—A medical emergency for serious bodily injury or death;~~
- 6.5. A call from the tenant or owner of property for police assistance with:
- a. Theft or attempted theft from the tenant or owner; or
 - b. A report of the presence or identification of a person under state or federal warrant; or
 - c. An inebriated person preparing to operate a motor vehicle upon leaving the premises.

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"Residential property" means an individual parcel, tract or lot shown on the most recent plat of record containing one or more dwelling units, or a mobile home.

9.39.030 Notice to liable persons.

A. The city ~~mays~~shall notify the owner and tenant of a property in writing when the number of police responses in the current calendar year to a residential unit ~~equals~~reaches six (6). ~~When the number of excessive police responses for~~reaches eight (8), ~~the owner and tenant shall be notified by the City that type of property~~subsequent qualifying calls may result in a citation being issued to appropriate individuals.

B. A notice under this section shall be given in a manner reasonably calculated, under all the circumstances, to provide actual notice to the person of the potential liability for ~~the fee~~citation. At a minimum, the notice shall be sent by certified mail or by direct delivery, return receipt requested, to the mailing address of the person as shown on ~~the city's real~~property tax records. If the mailed notice is returned refused for signature by the recipient, actual notice shall be conclusively presumed on the date refused. If the mailed notice is returned unclaimed or undeliverable, the city shall accomplish notice by another method and attest to the date notice is accomplished by affidavit or in a police report. Notice may be accomplished by any lawful manner.

C. The notice addressed to an owner and tenant shall:

1. Identify the property that is the subject of the notice by street address, and if the property has multiple units, identify the dwelling unit;
2. State the number of police responses in the calendar year to date and state additional police responses to the unit or property may result in ~~imposition~~the issuance of ~~fees~~a citation under this chapter;
3. State the person shall be liable for ~~a fee~~additional citations for each excessive police response to the property during the calendar year, ~~unless, within 30 days, any person takes appropriate corrective action promptly and gives written notice to the chief of police of the action taken;~~
4. State the amount of the ~~fee~~citation per excessive police response; and
- 4.
5. State the contact information of a representative of the police department to contact concerning the notice.

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9.39.040 Corrective Action.Citation for excessive police response.

~~A. An owner or tenant of a property shall have 30 days from the date notice is accomplished, as required under PMC 9.36.030, to promptly take appropriate corrective action. Appropriate corrective action is action reasonably expected to correct the cause of the police responses to the property. Police officers holding the rank of sergeant or higher are authorized to determine whether corrective action is appropriate under the circumstances. The officer's determination shall be in writing and issued within five days of receipt of the person's written notice of the action taken. Should the officer determine the action taken is not appropriate corrective action, the officer shall explain the reasons and the person shall have 10 days from the date of the determination to take appropriate corrective action. The 10 day extension shall be provided only once in a calendar year for each unit receiving excessive police responses. Examples of~~

~~appropriate corrective action, subject to a police officer's determination whether it is appropriate, may include, without limitation:~~

- ~~1. Written notice to quit under AS 09.45.100 through 09.45.110;~~
- ~~2. Eviction notice served on the tenant or lessee requiring vacation of the premises within 30 days or less;~~
- ~~3. Obtaining a restraining order, if appropriate;~~
- ~~4. Installation or implementation of new or additional security measures; or~~

~~Action recommended by the Is it unlawful for the owner or tenant of a dwelling or residential property to cause excessive police responses as defined in PMC 9.39.020.~~

~~5. The police department in writing and implemented to shall serve the satisfaction owner of a police officer the rank of sergeant or higher.~~

~~B. Appropriate corrective action does not include:~~

- ~~1. Relocating a property and the tenant or lessee of a unit to a different unit on the same property, unless a police officer the rank of sergeant or higher determines the relocation is appropriate. If a person is relocated, the city may transfer the number of police responses from the former unit to the new unit; or~~
- ~~2. Communicating only orally with the person causing the police responses.~~

~~C. A fee may not be imposed for additional police responses to the unit that is the subject of the notice during the 30 day period allowed under subsection (A) of this section if any person takes appropriate corrective action and gives written notice to the police department of the action taken during the 30 day period. There is a conclusive presumption that appropriate corrective action was taken if there are no additional police responses to the property from the end of the 30 day period until the earlier of:~~

- ~~1. The end of the calendar year; or~~
- ~~2. Ninety calendar days.~~

~~A. 9.39.050 Fees citation for excessive police ~~response~~ responses.~~

~~A. Subject to subsection (B) of this section, the owner of a property and the tenant of a unit shall jointly pay the city a progressive charge for violations of this chapter in accordance with the fee in the current, adopted budget per excessive police response to the dwelling unit during a calendar year.~~

~~B. The city shall bill the owner of the property and the tenant of a unit for excessive police responses and they both shall jointly pay those charges within 30 days of a receipt of said bill.~~

~~C.B. A person is exempt from liability for the fee citation established by subsection (A) of this section if:~~

- ~~1. The person is a federal, state, or local government agency;~~
- ~~2. The property or unit responded to is used exclusively for nonprofit religious, charitable, cemetery, hospital or educational purposes;~~
- ~~3. The city has not provided notice to the person in writing as provided in PMC 9.36.030;~~
- ~~4. Any person has taken appropriate corrective action and given written notice to the police department of the action as required by PMC 9.36.030; or~~
- ~~5. The owner or tenant of the property or unit responded to has entered a current written agreement with the police department.~~

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~~D.C.~~ If a property has more than one owner, all owners shall be jointly liable, with the tenant, for any ~~fee-imposed~~citation issued under this chapter. Actual notice to one owner creates a rebuttable presumption of actual notice to all other owners.

~~E.D.~~ For residential property owned as a condominium, a ~~fee~~citation based on excessive police responses to a single dwelling unit shall be assessed against the owner of the dwelling unit, jointly with the tenant.

~~F.E.~~ A tenant shall not be liable for ~~the fee~~a citation if the tenant's conduct did not require the police response and the tenant's right to possession commenced on a date subsequent to the date of the first police response that is counted for purposes of the fee imposed under this chapter.

~~G.F.~~ If the unit requiring excessive police responses is a mobile home located in a mobile home park, the fee may not be imposed on the owner or operator of the mobile home park, unless the owner's or operator's conduct required the excessive police response, or if the mobile home is owned and rented out by the mobile home park owner. The fee may be imposed jointly on the owner and tenant of the mobile home.

~~H. If a sergeant or higher ranking official~~The cost of the ~~police department determines appropriate corrective action was taken with respect to a specific unit, the count of police responses to the unit shall reset to zero, effective the date of the determination.~~

~~I. The fee~~citation may be collected in ~~any lawful manner, including bringing an action in accordance with applicable rules of court for a personal judgment against any one or more of the persons liable.~~

~~J.G. An owner or tenant liable for a fee under this chapter may bring an action in court against a person whose conduct required the excessive police response to recover the amount of the fee and related costs. An owner or tenant shall not be granted any extension of time or continuance to pay the fee based on a pending action against a third party~~Palmer Municipal Code.

~~Section 4. Effective Date. Ordinance No. 19-0070XX shall take effect upon adoption by the City of Palmer City Council.~~

Passed and approved this ____ day of ____, 2019.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

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