



AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 19-069:** Authorizing the City Manager to Execute a Sub-Lease of Lease No. 92-1 on Lease Lot 29, Block 3, with Victor R. Willis and Northern Aviation LLC for the Purpose of Transferring Hangar Unit #5 Ownership from the Previous Sub-Lessee to the New Sub-Lessee..... Page 3
 - b. **Action Memorandum No. 19-070:** Authorizing the City Manager to Negotiate and Enter Into an Agreement with Motorola Solutions in the Amount of \$135,088.88 for the Maintenance and Service of Palmer Police and Fire Dispatch Radio Consoles, Recording Equipment, and Infrastructure Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 Page 19
 - c. **Action Memorandum No. 19-071:** Authorizing the City Manager to Award and Execute a Contract with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities..... Page 35
2. Approval of Minutes of Previous Meetings
 - a. September 10, 2019, Special Meeting Page 43
 - b. September 10, 2019, Regular Meeting Page 45

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation from Board of Economic Development Chair Dusty Silva

F. REPORTS

1. City Manager’s Report
 - a. Report on Special Assessments Page 49
2. City Clerk’s Report Page 55
3. Mayor’s Report Page 55
4. City Attorney’s Report
 - a. Open Meeting Act Presentation

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARING

1. **Resolution No. 19-019:** Accepting and Appropriating the 2019 State of Alaska Homeland Security Program Grant 20SHSP-GY19 in the Amount of \$49,500.00 to Fund the Purchase of New Portable Radios for the Palmer Police Department..... Page 57

I. UNFINISHED BUSINESS

- 1. **Ordinance No. 19-011:** Amending Palmer Municipal Code Sections 2.04.041 and 2.05.030 Establishing Council Member and Mayor Term Limits (Pending Motion)Page 71

J. NEW BUSINESS

- 1. **Action Memorandum No. 19-072:** Selecting Up to Three Members of the Council to Serve as Delegates for the Saroma, Japan Sister City's 40th Anniversary trip and Authorizing the Purchase of Airline Tickets for Members SelectedPage 75

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

M. COUNCIL MEMBER COMMENTS

N. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Oct 22	Special	6 pm	Budget (1 st Public Hearing)
Oct 22	Regular	7 pm	
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
Action Memorandum No. 19-069**

Subject: Authorizing the City Manager to Execute a Sub-Lease of Lease No. 92-1 on Lease Lot 29, Block 3, with Victor R. Willis and Northern Aviation LLC for the Purpose of Transferring Hangar Unit #5 Ownership from the Previous Sub-Lessee to the New Sub-Lessee

Agenda of: October 8, 2019

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



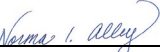
Originator Information:

Originator: City Manager

Department Review:

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

Approved for Presentation By:

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

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):

- (Proposed) Sub-Lease of Palmer Airport Hangar Unit #5 for PMA No. 92-1
- Contingent Termination of Sub-Lease of Palmer Airport Hangar Unit #5 for PMA No. 92-1

Summary Statement/Background:

Robert G. Vlvisaker (seller) of unit #5 Hermon Hangar Complex is requesting that the City of Palmer agree to the sale and new sub-lease agreement to Victor R. Willis (buyer) to meet the requirements for the underlying airport lease (PMA No. 92-1) with Northern Aviation, LLC as our Lessee.

The Hermon Hangar Complex, as it is known, was originally built by Jim Hermon and his pilot friends whom all chipped in back in 1992 without the formation of an association as there was no buy sale transaction which occurred. The original structure documents provided were reviewed and approved by the previous City Attorney in 1992 and again in 2006. Without the City's approval the sale and transfer of the unit would be a violation of the underlying lease agreement.

The base lease 92-01 was renewed in November 2014 with the approval of Ordinance 14-002 and updated again in 2017 with the approval of AM 17-050.

The original sub-lease agreement was approved in August 2006 with the approval of AM 06-086.

Insurance Requirements for Individual Unit Owners:

It is agreed that all unit owners are named as "Additional Named Insured" on the insurance Policy supplied by Northern Aviation, LLC to comply with the same insurance requirement as the underlying master lease agreement PMA No. 92-1.

Consent to Proprietary Leases:

It is recommended that the "Consent to the Sub-Lease Lease" agreement for the nine (9) units in the Hermon Hangar Complex, be a City Administrative function now and for all future transfers. The consent would be granted by either the City Manager or the Airport Superintendent (if such authority is granted by the City Manager to the Airport Superintendent) under the following criteria without prior council approval:

- Northern Aviation, LLC is not in default of their lease agreement.
- Northern Aviation, LLC has approved the sale or unit transfer.
- The unit will be used for aircraft storage and maintenance.
- A current certificate of insurance (as outlined above) is in place prior to closing.
- City Information sheet for the new unit owner is obtained
- A copy of the fully executed new Sub-Lease Agreement and any Termination of previous Sub-Lease Agreement is obtained.

These consent agreement guidelines for individual Hermon Hangar Unit transfers would have no material effect on the underlying master lease approved by the City Council. It would save valuable City Administration and City Council time and would also speed up the closing process for the real estate transaction by a minimum of three (3) weeks, making the Palmer Municipal Airport competitive in the airport market place for these types of transactions.

Administration's Recommendation:

To approve Action Memorandum No. 19-069 Authorizing the City Manager to Execute a Sub-Lease of Palmer Hangar Unit Agreement with Victor R. Willis (Sub-Lessee) and Northern Aviation LLC (Sub-Lessor and Lessee) for PMA Lease No. 92-1 on Lease Lot 29, Block 3, Palmer Municipal Airport for the purpose of transferring Hangar Unit #5 ownership from the previous Sub-Lessee (Seller) to the new Sub-Lessee (Buyer).

Proposed

SUB-LEASE OF PALMER AIRPORT HANGAR UNIT

This Sub-Lease is made and executed this _____ day of _____, 20____, by and between **Northern Aviation LLC**, whose address is 820 E. Aircraft Road, Suite 200, Palmer, Alaska 99645, hereinafter referred to as Sub-Lessor, and **Victor R. Willis**, whose address is 25268 Bendilent Circle, Eagle River, Alaska 99577, hereinafter referred to as Sub-Lessee (whether one or more). The purpose of this Agreement is to set forth the understandings of the Sub-Lessor and Sub-Lessee concerning the rental of a Unit at the Palmer Airport Hangar complex.

1. **Description of Property That is the Subject of the Sub-Lease.** The Sub-Lessor represents that he is the current Lessee, with the City of Palmer as Lessor, of certain real property located at the City of Palmer Airport pursuant to Lease No. 92-1 dated May 7, 1992, as amended by Amendment No. 1 dated October 22, 1992 and Amendment No. 2 dated November 4, 2014, and as further amended by that certain Lease Assignment dated September 26, 2001 naming Jeff Helmericks as successor Lessee (succeeding Jim Hermon, the original Lessee), and further amended by that certain Lease Assignment dated July 6, 2017 naming Northern Aviation LLC as successor Lessee, such Lease and amendments being attached hereto and hereinafter referred to as the "Palmer Lease". Pursuant to the Palmer Lease, Sub-Lessor represents that improvements in the form of a multi-unit airplane hangar have been constructed on the leasehold property. This Sub-Lease Agreement is entered into between Sub-Lessor and Sub-Lessee for the purpose of permitting and allowing occupancy and use by Sub-Lessee of **Unit No. Five (5)** for the use(s) and purpose(s) specified in said Lease No. 92-1. The particular unit referred to herein is further identified by reference to EXHIBIT "A", attached hereto and incorporated herein by reference, which depicts the unit numbers of the eight individual, numbered hangar units. Hereinafter, the term "premises" refers to the Hangar unit referred to in this paragraph. Sub-Lessee is permitted and allowed to use the premises as an airplane hangar and for those purposes which are reasonably related to the use of the premises as an airplane hangar and/or for use(s) and purpose(s) specified in said Lease No. 92-1.

2. **Term and Option to Renew.** The initial term of this Sub-Lease shall be for the time beginning with the execution of this Agreement and continuing until and including the 30th day of June next following the execution of this Agreement. Thereafter, this Sub-Lease will be automatically renewed, one year at a time, beginning on the 1st day of July of each renewal year, subject to the terms and conditions contained herein, provided that the Sub-Lessee has not given Sub-Lessor written notification of intent to terminate the Sub-Lease and provided further that Sub-Lessee is not in default in

the performance of any of his (her) obligations under this Sub-Lease. Sub-Lessor grants to Sub-Lessee the right to this annual renewal process for a period of the years remaining on the Palmer Lease so long as Sub-Lessee, as stated above, has not given written notification of his (her) intent to terminate the Sub-Lease and is not in default of any of its provisions.

3. **Rent Required.** The annual rent to be paid by Sub-Lessee to Sub-Lessor shall be as follows:

1. A proportionate share of the Palmer Lease rental payment required to be paid by Sub-Lessor to the City of Palmer, such share being proportioned according to the square footage of Hangar Unit No. Five (5) as a percentage of the total square footage of all of the hangar units combined.
2. An allocation, as equally proportioned among each of the Palmer hangar Sub-Lessees, for the year at issue, of any and all expenses, charges, costs, or other charges of any nature necessary or desirable for the purpose of complying with the terms of the City of Palmer Lease Agreement (the Palmer Lease), including but not limited to the requirement that the Sub-Lessor maintain both property damage and personal injury insurance on the entire hangar complex.
3. An allocation, as equally proportioned among each of the Palmer hangar Sub-Lessees, for those costs and expenses incurred by Sub-Lessor on behalf of and for the benefit of all Sub-Lessees for the collective maintenance, restoration, rehabilitation, and/or operation of the hangar complex, including snow removal and maintenance of the common grounds of the hangar complex. Again, to be shared by all hangar units, such expense must be clearly shown to be for the common benefit of all hangar units and not only or mainly for the benefit of one individual hangar unit.
4. A proportionate share of the real property taxes assessed against the leasehold by the City of Palmer and/or Matanuska-Susitna Borough. Sub-Lessor shall make a good-faith effort to allocate the amounts of the overall tax bill that are attributable to the individual hangar units based upon the value of their individual improvements and assess each Sub-Lessee accordingly.
5. The Sub-Lessor may assess an additional rental charge, as a management fee, to be paid by each Sub-Lessee of an amount up to, but not in excess of, fifteen percent (15%) of the total amount of the rent payable by each Sub-Lessee.

4. **Notification of Rent Calculation and Payment Thereof.** The Sub-Lessor shall make a good-faith effort to estimate the rental calculations referred to above, on or before the 1st day of June each year for the purpose of projecting the total rental charges attributable to each hangar unit. Payment shall be made to the Sub-Lessor by Sub-Lessee of the total rental charges and calculations for the annual term to begin the following July 1, on or before June 25 preceeding the annual term to come. In effect, the result of this process is that advance payment will be required from each Sub-Lessee

prior to the initiation of an annual term. If the estimated rental calculations are found to be different from the actual expenses, each Sub-Lessee shall be assessed or rebated, prior to May 31 of each annual term, the amounts necessary to reconcile the differences.

5. **Assignment of Lease Prohibited.** In the event of a reasonable request by Sub-Lessor to inspect the premises of a Sub-Lessee, such request shall be honored and inspection permitted. Sub-Lessee agrees not to assign this Sub-Lease or any part thereof, nor let or sub-let the whole or any part of the premises without the written consent of the City of Palmer (pursuant to the Palmer Lease) and/or the consent of Sub-Lessor. Any assignment or sub-lease without the written consent required herein shall be voidable at the option of the Sub-Lessor.

6. **Sub-Lessee to Comply With Palmer Lease, and All Applicable Laws and Regulations.** During the term of this Sub-Lease, Sub-lessee represents and warrants that Sub-Lessee has thoroughly reviewed the Palmer Lease agreement and amendments, attached hereto, and agrees to abide by all the terms and conditions set forth in that Palmer Lease that apply to Sub-Lessee as a user or occupier of the premises identified in that Palmer Lease. Sub-Lessee further agrees to comply with all applicable laws affecting the premises, including regulations and/or ordinances which may be applicable to the property or activities thereon. Sub-Lessee further agrees not to commit or permit any waste upon the premises and further agrees not to commit or allow any nuisance use of the property.

7. **Encumbrances of Sub-Lessee's Leased Interest Not Allowed.** The Sub-Lessee is not permitted and may not encumber by mortgage, deed of trust, assignment, or other instrument, its leasehold interest and estate in the sub-lease premises whether as security for indebtedness of the Sub-Lessee or otherwise. The execution of any such encumbrance by the Sub-Lessee shall be held to be a material violation of the terms and conditions of this Agreement and shall, by the fact of such an encumbrance, constitute an automatic termination of the Sub-Lessee's rights and interests in the premises and improvements thereon.

8. **Notices.** All notices, demands, or other writings related to this sub-lease may be sent, by either party, to the addresses noted in the introductory paragraph of this sub-lease.

9. **Assessments other than Real Property Taxes.** If any assessments are charged by a governmental entity for utility or other capital improvement projects against the overall Palmer Lease premises, such charges shall be shared equally between all of the Sub-Lessees of the Palmer Hangar complex.

10. **Maintenance, Repairs, or Destruction of Existing Improvements.** Sub-Lessee shall, throughout the term of this sub-lease, at its own costs, and without any expense of the Sub-Lessor, keep and maintain the sub-lease premises, including all interior improvements and that portion of the exterior of the hangar structure appropriate to Sub-Lessee's hangar unit, in good sanitary and neat order, condition and repair and

shall be obligated to restore and rehabilitate any such improvements which may be destroyed or damaged by fire, casualty, or any other cause whatever. Sub-Lessee shall follow the directive of Sub-Lessor if, in the opinion of the Sub-Lessor, the quality and appearance of the exterior of Sub-Lessee's premises needs attention or maintenance.

11. **Sub-Lessee Shall Submit Proposals in the Form of Plans and Specifications for All Improvements to be Erected or Constructed Upon the Sub-Lease Premises.** Improvement plans and specifications shall be submitted to the Sub-Lessor for written approval, subject to modification by the Sub-Lessor. Sub-Lessor shall not unreasonably withhold approval for the construction of such improvements provided that the proposal does not adversely impact or affect the value of the property or its usability.

If the plans and specifications as submitted are not approved by the Sub-Lessor, the sole and exclusive remedy available to the Sub-Lessee shall be the option to not renew this Sub-Lessee's Lease Agreement.

As part of the submission by Sub-Lessee, all proposals for the construction of new improvements will provide detailed assurances that the money to pay for such improvements is available and will remain available through to the conclusion of the construction of the improvements as planned.

12. **Utilities.** Sub-Lessee shall fully and promptly pay for all water, gas, heat, electric, light, power, telephone service, and all other public utilities of every kind furnished to the premises throughout the term of the Agreement and any renewals thereof. In the event that one or more of such utility charges are metered or consumed by the hangar complex, as a whole, as opposed to an individual unit, such charges shall be part of the rental calculations to be paid for by the Sub-Lessee as provided for in Paragraph 3, above.

13. **Duty to Keep Premises Free of Liens.** Sub-Lessee agrees to keep the premises and every part thereof and all improvements and appurtenant facilities located thereon free and clear of all mechanic's, materialman's, wage, and other liens arising out of or in connection with any work or labor done. This duty applies to all services performed or materials or appliances used or furnished for or in connection with any of the operations of the Sub-Lessee, or any alteration, improvement, repair, addition, or construction which Sub-Lessee may make or permit or cause to be made or any work or construction permitted by the Sub-Lessee on the premises.

14. **Insurance.** As identified in the attached lease agreement between the City of Palmer and the Sub-Lessor, insurance requirements are part of that "parent lease agreement." Sub-Lessor and Sub-Lessee mutually anticipate that the same insurance required by the parent lease shall be made effectively available for coverage for the Sub-Lesseees by naming all of the Sub-Lesseees as additional named insureds to that policy of insurance. By such action, there may be additional insurance premiums or other costs incurred, and any such costs shall be added to the rental charges payable by the Sub-Lessee pursuant to the terms of this agreement.

In the event that the Sub-Lessor and Sub-Lessee are incorrect in their mutual understanding that Sub-Lesseees may be added as additional named insureds to the policy of insurance referred to herein, then and in such events Sub-Lessor and Sub-Lessee mutually agree to negotiate in good faith so as to provide other alternative insurance coverage for the liability risk identified by the parent lease agreement between the City of Palmer and Sub-Lessor. The cost of obtaining such alternative insurance coverage for the activities of the Sub-Lesseees shall be a cost that may be added to the rental charges to be paid by the Sub-Lessee pursuant to the terms of this agreement.

15. **Possible Reimbursement of Some Capital Contribution Costs Upon Termination of a Sub-Lease and Substitution of a New Sub-Lessee.** It is recognized that the Sub-Lessee has contributed money, labor, or materials used to buy or build permanent improvements of the airplane hangar property, or has purchased the occupancy rights of a prior Sub-Lessee. Accordingly, Sub-Lessee has the right to sell his (her) occupancy rights to a new, substitute Sub-Lessee and thereby recover some or all of the capital contributions made by the present Sub-Lessee, plus any amounts in excess of the present Sub-Lessee's actual capital contributions, as may be negotiated between the present Sub-Lessee and the new substitute Sub-Lessee. In the case of such a transaction, it is the responsibility of the present Sub-Lessee to assure that a new sub-lease is executed by the new substitute Sub-Lessee and at the same time a termination of the present sub-lease is executed by the present Sub-Lessee. The new sub-lease agreement between the new Sub-Lessee and the Sub-Lessor shall be in the same form and contain the same terms and conditions as this present sub-lease agreement, including the required consent by the City of Palmer.

The Sub-Lessor retains the exclusive right and power to reject and refuse a proposed Sub-Lessee if, in the discretion of the Sub-Lessor, there is any reason to fear that the new proposed Sub-Lessee will not timely perform the obligations and duties imposed by the new sub-lease agreement executed by the new Sub-Lessee and the Sub-Lessor.

16. **Default.** If the Sub-Lessee is in default under any of the obligations or responsibilities of the Sub-Lessee pursuant to this Agreement, Sub-Lessor may give to Sub-Lessee thirty (30) days written notice of such default and should Sub-Lessee fail to cure such default within an additional thirty (30) days, the leasehold interest of the Sub-Lessee shall be deemed to have expired.

17. **Rights of Lessor Cumulative.** Upon default by the Sub-Lessee, Sub-Lessor is entitled to re-take the premises without first obtaining a court order permitting and allowing such re-possession. All remedies referred to above or anywhere in this Agreement shall be deemed cumulative and not exclusive to other legal, equitable, or contractual remedies available to the Sub-Lessor.

18. **Disposition of Improvements Upon Termination of Sub-Lease.** Upon termination of this sub-lease for any cause, whether by expiration of the lease term or by notice from Sub-Lessor, Sub-Lessor shall become the owner of any and all property, improvements, or appurtenances included with the lease premises.

The terms of this paragraph apply to any and all fixtures attached or affixed to the premises. However, personal property items that have not been affixed to the premises may be relocated and removed by the Sub-Lessee upon termination of the lease.

19. **Waiver.** The Waiver by Sub-Lessor, or the failure of Sub-Lessor to take action with respect to any breach of any term, covenant, or condition herein contained, shall not be deemed to be a continuing or future waiver of such term, covenant or condition.

20. **Section Captions.** The captions appearing in this Sub-Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

21. **Sub-Lease Not to be Interpreted More Favorably in Favor of One Party Than the Other.** Sub-Lessee and Sub-Lessor have both had the opportunity to consult with their counsel of choice prior to entering into this Sub-Lease Agreement. As a consequence, both parties agree that this Sub-Lease shall not be interpreted more favorably for one party than the other. Both parties acknowledge their participation in the preparation and drafting of this Lease Agreement.

22. **Amendment Only in Writing.** This Agreement constitutes the full and complete Agreement between the parties. Any amendment hereof must be in writing, executed by both parties to this Agreement in order for such amendment to be effective.

23. **Effectiveness of This Agreement Contingent Upon Approval By The City of Palmer.** Both parties acknowledge that the Palmer Lease, attached hereto, prohibits the sub-lease of the Palmer Lease without the written permission of the City of Palmer. For that purpose, the parties agree that this Agreement shall not be effective until and unless the City of Palmer has consented to this Sub-Lease by the signature of the City of Palmer, below.

24. **City of Palmer as Third Party Beneficiary.** The City of Palmer is a third-party beneficiary of all covenants made by Sub-Lessee in this Sub-Lease.

DATED: _____

NORTHERN AVIATION LLC, SUB-LESSOR

Jeff Helmericks, Managing Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this _____ day of _____, 20____ by Jeff Helmericks, Managing Member of Northern Aviation LLC (Sub-Lessor).

Notary Public in and for Alaska
My Commission Expires: _____

DATED: _____

SUB-LESSEE

Victor R. Willis

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this _____ day of _____, 20____, by Victor R. Willis (Sub-Lessee).

Notary Public in and for Alaska
My Commission expires: _____

CONSENT BY CITY OF PALMER

The City of Palmer hereby consents to the above Sub-Lease Agreement and agrees that the execution of this Sub-Lease Agreement does not constitute a violation of the Palmer Lease Agreement referred to in the course of the Sub-Lease.

DATED: _____

CITY OF PALMER

By: _____

Title: _____

ATTEST:

, City Clerk

(CITY SEAL)

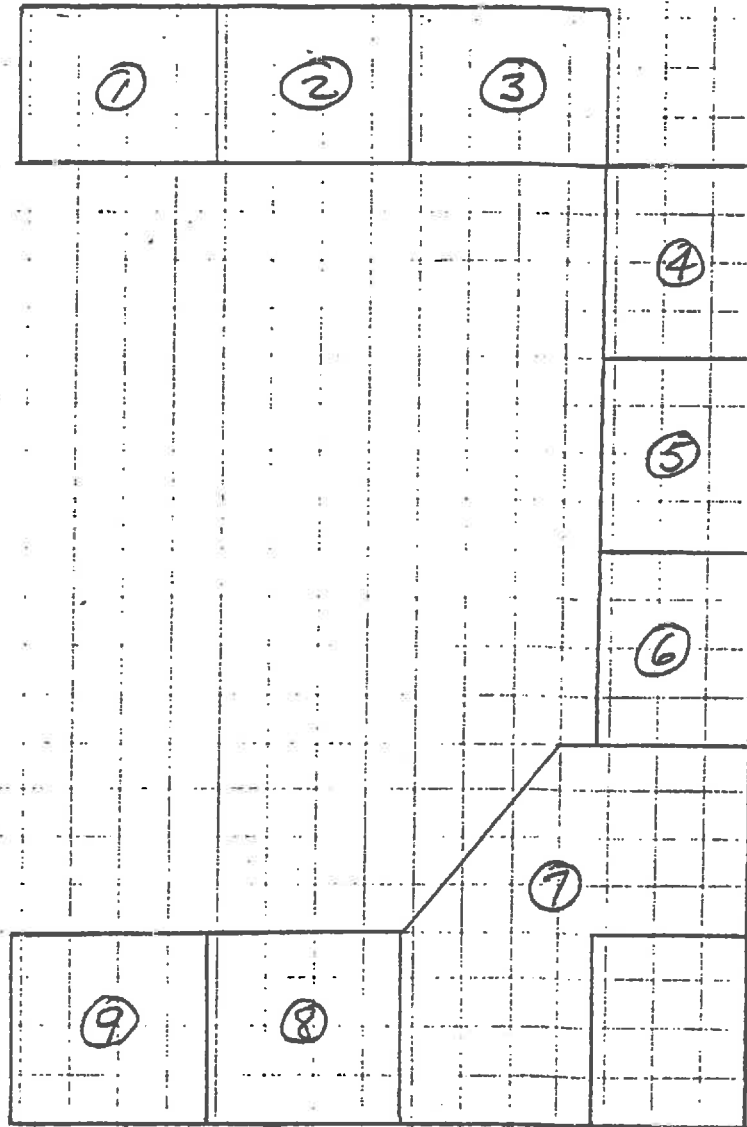
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of the City of Palmer.

Notary Public in and for Alaska
My Commission expires: _____

PALMER AIRPORT HANGER COMPLEX

5/92



HANGER

AREA

PERCENTAGE

1	1280	8
2	1280	8
3	1280	8
4	1280	8
5	1280	8
6	1280	8
7	5120	32
8	1600	10
9	1600	10
	<u>16,000 SF</u>	<u>100%</u>

Proposed

**CONTINGENT TERMINATION OF SUB-LEASE
OF PALMER AIRPORT HANGAR UNIT NO. 5**

This document refers to Hangar Unit No.5, a unit of a multi-unit airplane hangar complex situated on certain real property within the Palmer Municipal Airport, said property being the subject of and described in City of Palmer Lease No. 92-1, dated May 7, 1992, as amended, and being more particularly described as follows:

Commencing at the Section Corner common to Sections 3 and 4, Township 17 North, Range 2 East, Seward Meridian, and Sections 33 and 34, Township 18 North, Range 2 East, Seward Meridian, Palmer Recording District, Third Judicial District, State of Alaska; thence S 89°49' W for 965.00 feet; thence N 00°11' W for 648.00 feet to the True Point of Beginning; thence S 89°49' W for 260.00 feet; thence N 00°11' W for 180.00 feet; thence on a 20 foot radius curve concave to the Southeast an arc distance of 31.42 feet; thence N 89°49' E for 240.00 feet; thence S 00°11' E for 200.00 feet to the True Point of Beginning, containing 51,914 square feet or 1.192 acres, more or less.

Robert G. Ylvisaker, whose address is P. O. Box 2666, Palmer AK 99645, as Sub-Lessee of that Sub-Lease of Palmer Airport Hangar Unit No. 5, hereby agrees to and does intend, by this document, to terminate his sub-lease interest in Hangar Unit No. 5. The particular unit referred to herein is further identified by reference to EXHIBIT "A", attached hereto, which depicts the unit numbers of the eight individual, numbered hangar units. This termination of the sub-lease of Unit No. 5 is contingent upon the following events:

Full and complete execution of a new sub-lease agreement for Hangar Unit No. 5 between Northern Aviation LLC (as Sub-Lessor) and Victor R. Willis (as Sub-Lessee) with signed approval by the City of Palmer – the Lessor.

Pursuant to an agreement in existence between Robert G. Ylvisaker, as the existing Sub-Lessee, and Victor R. Willis, as the prospective new Sub-Lessee, Robert G. Ylvisaker hereby certifies that an agreement has been entered into concerning the satisfaction of payment for his interest in Hangar Unit No. 5. Pursuant to that Agreement, it is the intention and desire of Robert G. Ylvisaker that his interest in Hangar Unit No. 5 cease and terminate upon the event described above. Upon such an event, Robert G. Ylvisaker understands and agrees that any and all interest that he may have had in Hangar Unit No. 5 is terminated and of no further force or effect and that a new sub-lease agreement will thereby have been implemented with a new Sub-Lessee, Victor R. Willis.

DATED this _____ day of _____, 20_____.

Robert G. Ylvisaker

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this _____ day of _____,
20_____, by Robert G. Ylvisaker

Notary Public in and for Alaska
My Commission expires:_____

CERTIFICATION OF EXECUTION OF NEW SUB-LEASE

Victor R. Willis, whose address is 25268 Bendilent Circle, Eagle River, Alaska 99577, hereby certifies that a new sub-lease has been fully executed for Hangar Unit No. 5, as referred to above, such new Sub-Lease Agreement being entered into between Northern Aviation LLC, as Sub-Lessor, and myself, Victor R. Willis, as Sub-Lessee, and that such new sub-lease has been approved by the Lessor, City of Palmer. Such new sub-lease, effectively terminating the former sub-lease issued to Robert G. Ylvisaker, was fully executed by all parties as of the _____ day of _____, 20_____.

By execution of the new sub-lease agreement, I, Victor R. Willis, certify and agree that all rents, proportionate utility costs, and other maintenance and utility contributions, payable by Robert G. Ylvisaker to Northern Aviation LLC, Sub-Lessor, have been fully and completely satisfied effective through to the date of the execution of the new sub-lease between myself as Sub-Lessee and Northern Aviation LLC as Sub-Lessor.

DATED this _____ day of _____, 20_____.

Victor R. Willis

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this _____ day of _____,
20_____, by Victor R. Willis.

Notary Public in and for Alaska
My Commission expires:_____

**ACKNOWLEDGMENT OF LEASE TERMINATION BY
SUB-LESSOR, NORTHERN AVIATION LLC**

I, Jeff Helmericks, Managing Member of Northern Aviation LLC, hereby agree and certify that the contingent events noted above have occurred and thereby agree to the termination of the sub-lease of Robert G. Ylvisaker. No amounts are due or owing by Robert G. Ylvisaker to Northern Aviation LLC under the terminated sub-lease.

DATED this ____ day of _____, 20__.

NORTHERN AVIATION LLC

Jeff Helmericks, Managing Member

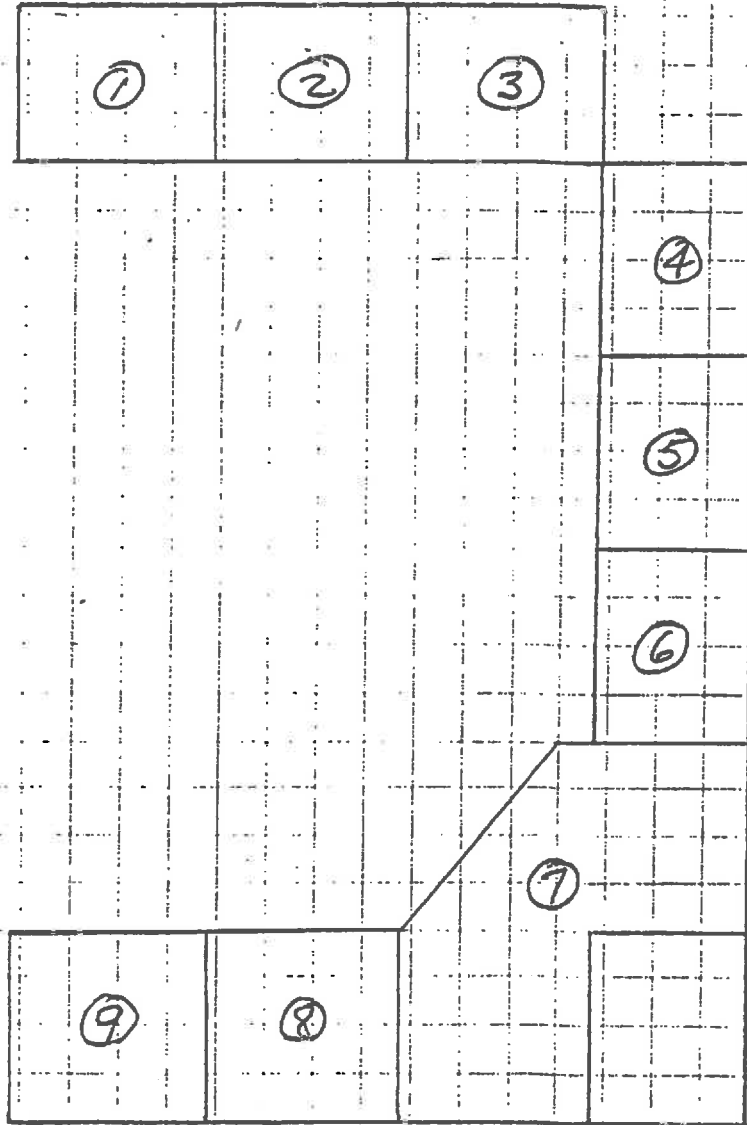
STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

SUBSCRIBED AND SWORN TO, before me this ____ day of _____,
20 ____, by Jeff Helmericks.

Notary Public in and for Alaska
My Commission expires: _____

PALMER AIRPORT HANGER COMPLEX

5/92



HANGER	AREA	PERCENTAGE
1	1280	8
2	1280	8
3	1280	8
4	1280	8
5	1280	8
6	1280	8
7	5120	32
8	1600	10
9	1600	10
	<u>16,000 SF</u>	<u>100%</u>

**City of Palmer
Action Memorandum No. 19-070**

Subject: Authorizing the City Manager to Negotiate and Enter Into an Agreement with Motorola Solutions in the Amount of \$135,088.88 for the Maintenance and Service of Palmer Police and Fire Dispatch Radio Consoles, Recording Equipment, and Infrastructure Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230

Agenda of: October 8, 2019

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




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
	Community Development		
X	Finance		09-17-19
	Fire		
X	Police		9-12-19
	Public Works		

Approved for Presentation By:

	Signature:	Remarks:
City Manager		
City Attorney		
City Clerk		

Certification of Funds:

Total amount of funds listed in this legislation: \$ **12,281.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
X	Creates expenditure in the amount of:	\$ <u>135,088.88</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

X	Budgeted	Line item(s): <u>01-12-70-6029 \$12,281</u>
X	Not budgeted	<u>Subject to future appropriations 2020-\$49,123.00; 2021-\$49,123.00; 2022-\$24,562.00</u>

Director of Finance Signature: 

Attachment(s):

- Motorola Service Agreements

Summary Statement/Background:

The City of Palmer Police and Fire Departments are dispatched via the Palmer Emergency Dispatch Center. Police and Fire communication is dependent on properly functioning dispatch radio consoles, computers, and other associated equipment which the dispatch center operates. The dispatch center also operates a Verint radio and phone call digital recorder. This recorder is essential for records maintenance and recovery of phone and radio traffic evidence.

This action memorandum authorizes the City Manager to enter into an agreement with Motorola Solutions in the amount of \$135,088.88. The cost will be paid over 33 monthly payments of \$4,093.60. This will be a sole source purchase since Motorola Solutions is leasing the equipment to be maintained in this memorandum to the City of Palmer. That equipment lease expires on June 30 of 2022, the same time this maintenance agreement expires. Motorola Solutions is the only organization in Alaska authorized to contract the services covered by this maintenance agreement.

The alternative is to complete an annual agreement for maintaining the leased Motorola equipment through 2022. The multiyear agreement would save the city \$233.13 monthly or \$7693.29 over the same time period if an annual agreement were approved instead.

Administration's Recommendation:

Approve Action Memorandum No. 19-070 authorizing the City Manager to negotiate a service agreement with Motorola Solutions for a multiyear period.



SERVICE AGREEMENT

1299 E Algonquin Rd
 Attn: National Service Support, IL06 Door # 82
 Schaumburg, IL 60196

Quote Number : QUOTE-669177
 Contract Number: USC000109986
 Contract Modifier: R01-OCT-2019

Date: 08/27/2019

Company Name: PALMER POLICE DEPT, CITY OF
Attn:
Billing Address: 423 S VALLEY WAY
City, State, Zip: PALMER , AK, 99645
Customer Contact: Lance Ketterling
Phone: 907-745-4811

Required P.O. :
 Customer # : 1035917139
 Bill to Tag # :
 Contract Start Date : 01-Oct-2019
 Contract End Date : 30-Sep-2020
 Anniversary Day : Sep 30th
 Payment Cycle : IMMEDIATE
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$12,000.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$946.06
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$3,600.00
	SVC04SVC0016C	SUS	\$3,144.01
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$456.00
	SVC02SVC0446A	VERINT SUPPORT & MAINTENANCE	\$31,774.64
		Subtotal - Recurring Services	\$4,326.73
		Subtotal - One-Time Event Services	\$0.00
		Total	\$4,326.73
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE

 CUSTOMER (PRINT NAME)



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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Sean Kostelnik	206-947-9429	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : PALMER POLICE DEPT, CITY OF
Contract Number : USC000109986
Contract Modifier : R01-OCT-2019
Contract Start Date : 01-Oct-2019
Contract End Date : 30-Sep-2020

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

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Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

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- 17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



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Qty	Service Name	Service Description	Extended Amt
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SPECIAL INSTRUCTIONS:

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 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

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 CUSTOMER (PRINT NAME)



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MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Sean Kostelnik	206-947-9429	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
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10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-669177
Contract Number: USC000109986
Contract Modifier: R01-OCT-2019

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Quote Number : QUOTE-669177
Contract Number: USC000109986
Contract Modifier: R01-OCT-2019

- 17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Contract Number: USC000109986

Date: 09/16/2019

Company Name: PALMER POLICE DEPT, CITY OF

Attn:

Billing Address: 423 S VALLEY WAY

City, State, Zip: PALMER , AK, 99645

Customer Contact: Lance Ketterling

Phone: 907-745-4811

Dear Mr. Ketterling,

The Service Agreement, USC000109986, between Motorola Solutions and Palmer PD, is for ASTRO P25 support services, and each represents a sole source service provided by Motorola Solutions.

Sincerely,

Sean Kostelnik

Sean Kostelnik
Customer Support Manager
Motorola Solutions, Inc.
206-947-9429

**City of Palmer
Action Memorandum No. 19-071**

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

Agenda of: October 8, 2019

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
√	Finance	<u><i>[Signature]</i></u>	09/19/19
_____	Fire	_____	_____
_____	Police	_____	_____
√	Public Works	<u><i>[Signature]</i></u>	09/19/19

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ Event based/on call

This legislation (√):

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

Funds are (√):

- Budgeted Line item(s): 01-17-40-6030 (funds remaining: \$23,156)
- Not budgeted _____

Director of Finance Signature: *[Signature]*

Attachment(s):

- Bid Tabulations

Summary Statement/Background:

Snow Removal of City Facilities is an annual contract the City awards. The Contractor will be used on an "on-call" basis primarily for snow removal from parking lots at City buildings.

An invitation to bid was posted and two bids were received and reviewed by City staff. White Knight Services had the lowest, responsive, responsible price per snow event and it is recommended that the contract be awarded to them. White Knight has had the contract for the past 3 years and have been very responsive to the City's needs.

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

Administration's Recommendation:

To approve Action Memorandum No. 19-071 Authorizing the City Manager to Award and Execute a Contract with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities

BID PROPOSAL FORM

TO: CITY OF PALMER
CITY HALL
231 WEST EVERGREEN AVENUE
PALMER, ALASKA 99645

SUBJECT: Invitation To Bid No. 19-005PW

PROJECT TITLE: **Snow Removal Services – City Facilities**

Pursuant to and in compliance with subject Invitation to Bid, and other Special Provisions and Contract Documents relating thereto, the undersigned hereby proposes to furnish all materials, labor, and Technical Supervision as specified for the above referenced project in strict accordance with the Contract documents at the price established on this Proposal Form.

The Contractor agrees, if awarded the Contract, to commence and complete the Work within the time specified in the Contract documents.

The Contractor acknowledges receipt of the following Addenda:

Addendum # _____ Date N/A Addendum # _____ Date _____

Addendum # _____ Date _____ Addendum # _____ Date _____

Contractors Please Note: Before preparing this Bid, read the following carefully:

- 1) Insert a dollar sum below then amount in words.
- 2) Include completed Bidders Qualification Form.
- 3) Conditioned or qualified proposals will be considered non-responsive.
- 4) The contract award will be made based on the following priority schedule:

Lowest Responsible Bid Total for All Facilities

PROPOSAL FORM

The Contractor agrees, if awarded the Contract, to commence and complete the Work within the time specified in the Contract documents.

Priority	Description	Unit Price	Total Bid <i>Enter bid in words</i>
1A	Palmer Public Safety Building-Parking Lots	\$ 198 ⁰⁰	One hundred Ninety Eight
1B	Palmer Public Safety Building-Sidewalks	\$ 149 ⁰⁰	one hundred forty Nine
2A	Palmer City Hall Building Parking Lots	\$ 112 ⁰⁰	one hundred twelve
2B	Palmer City Hall Building Sidewalks	\$ 62 ⁰⁰	Sixty two
3A	Palmer Public Library Building Parking Lots	\$ 179 ⁰⁰	one hundred Seventy Nine
3B	Palmer Public Library Building Sidewalks	\$ 128 ⁰⁰	one hundred twenty Eight
4A	Palmer Train Depot Parking Lots	\$ 98 ⁰⁰	Ninety Eight
4B	Palmer Train Depot Sidewalks	\$ 131 ⁰⁰	one hundred thirty one
5A	Palmer MTA Events Center Parking Lots	\$ 271 ⁰⁰	two hundred Seventy One
5B	Palmer MTA Events Center Sidewalks	\$ 66 ⁰⁰	Sixty Six
6A	Palmer Museum of History & Art Parking Lots	\$ 45 ⁰⁰	forty five
6B	Palmer Museum of History & Art Sidewalks	\$ 63 ⁰⁰	Sixty three
7A	Palmer Fire Station 31 Parking Lot	\$ 51 ⁰⁰	Sixty one
7B	Palmer Fire Station 31 Sidewalks	\$ 62 ⁰⁰	Sixty two
8A	Palmer Fire Training Center Parking Lot	\$ 275 ⁰⁰	two hundred Seventy five
8B	Palmer Fire Training Center Walkways	\$ 64 ⁰⁰	Sixty four
	TOTAL BID	\$ 1,954	one thousand Nine-hundred fifty four

Type of Business Organization

The Contractor, by checking the applicable box, represents that it operates as:

a corporation a joint venture an individual a partnership a nonprofit organization

If a partnership or joint venture, identify all parties on a separate page.

Contractor Name White Knight Services

Address of Contractor PO Box 2035 Palmer, AK 99645

Employer's Tax Identification 27-1073505 Number: 907 745-0745

Signature 

Printed Name Terre DeVaney Telephone Number (907) 745-0745

BIDDER QUALIFICATION FORM

The Bidder shall submit the data requested below as part of the bid package.

Contractor Business Name: White Knight Services

Business Address: PO Box 2035 Palmer AK 99645

Years in business as contractor under above business name: 14

List six or more important or similar Snow Removal projects completed by Bidder with date, approximate cost, and name and phone number of owners.

Project: Palmer State office Bldg.

Owner: Colliers International

Date: 2010 - Current Cost: 20k-30k yr.

Contact Name: Suzanne Stehlik

Contact Phone: 907 707-1701

Project: Providence Medical office

Owner: Providence + Legacy Real Estate

Date: 2010 - Current Cost: 15k-20k yr.

Contact Name: Lindsay Lloyd

Contact Phone: 907 212-2338

Project: Carrs / Safeway

Owner: Albertsons

Date: 2015 - Current Cost: 30k-40k yr.

Contact Name: Terri Clark-Newman

Contact Phone: 907 761-1400

Project: US Post Office ^{Palmer +} Wasilla

Owner: Command 7

Date: 2010 - Current Cost: 40k-60k yr.

Contact Name: Lee

Contact Phone: 907 745-5051

Project: City of Palmer
Owner: City of Palmer
Date: 2016 - Current Cost: 12k - 15k yr.
Contact Name: Greg Wickham
Contact Phone: 907 745-3400

Project: Denali Square Proff. Bldg.
Owner: Denali Square Proff. Bldg.
Date: 2014 - Current Cost: 10k - 14k yr.
Contact Name: Andrew Falks
Contact Phone: 907 745-8379



White Knight Services Lance DeVaney 250-7548

PO Box 2035 Palmer, AK whiteknightak@aol.com

White Knight Services operates as a DBA Partnership between
Lance DeVaney and Terre DeVaney (Husband & Wife)

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on September 10, 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	Sabrena Combs
Steve Carrington, Deputy Mayor	David Fuller
Imran Chaudhry	

Council Member Linda Combs was absent and excused.

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:	Fuller
Seconded by:	S. Combs
Vote:	6 Yes/0 No/1 Absent (L. Combs)
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Mr. Mike Chmielewski inquired about the replacement of the City of Palmer sign when entering on the South end of Palmer. City Manager Wallace answered a new City of Palmer sign would be installed at a later date.

F. NEW BUSINESS

1. Committee of the Whole: Presentation of the Audit on the 2018 Budget

The Council entered into a Committee of the Whole at 6:04 p.m.

Ms. Joy Merriner, BDO Auditor, summarized the 2018 Budget audit findings and noted it went very smoothly and there were no issues.

The Council adjourned from Committee of the Whole at 6:49 p.m. and reconvened the Special Meeting.

G. RECORD OF ITMES 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 6:50 p.m.

Approved this ____ day of _____, 2019.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on September 10, 2019, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Linda Combs
Julie Berberich	Sabrena Combs
Steve Carrington, Deputy Mayor	David Fuller
Imran Chaudhry	

Council Member Linda Combs was absent and excused.

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 CONSENT AGENDA

1. Approval of Consent Agenda
 - a. Introduction to **Ordinances No. 19-017**: Amending Palmer Municipal Code Chapter 2.25 Pertaining to Airport Advisory Commission.
 - b. Introduction to **Ordinances No. 19-018**: Amending Palmer Municipal Code Chapter 2.22 Pertaining to Parks, Recreation and Culture Recourses Advisory Board.
 - c. Introduction to Ordinances No. 19-019: Amending Palmer Municipal Code Chapter 2.20 Pertaining to Planning and Zoning Commission.
 - d. **Action Memorandum No. 19-062**: Authorizing the City Manager to Purchase Firefighter Personal Protective Equipment for Palmer Fire and Rescue from Alaska Safety, Inc. using Palmer Municipal Code 3.21.230 (A)(3) Government and Propriety Procurements.
2. Approval of Minutes of Previous Meetings
 - a. July 23, 2019, Regular Meeting.
 - b. August 9, 2019, Regular Meeting.

Mayor DeVries requested an addition under Item E. of a presentation of a Proclamation supporting Suicide Prevention Week.

Main Motion: To Approve Consent Agenda and Minutes with the Addition of Item E.2

Moved by:	S. Combs
Seconded by:	Fuller
Vote:	6 Yes/0 No/1 Absent (L. Combs)
Action:	Motion Carried

E. COMMUNICATION AND APPEARANCE REQUESTS

- 1. Presentation from Airport Advisory Commission Chair Ken More

Spoke about the Palmer Airport runway expansion and the impact it will have on the community.

- 2. Presentation of Proclamation Supporting Suicide Prevention Week

Mayor DeVries read a Suicide Prevention Week Proclamation.

F. REPORTS

- 1. City Manager’s Report

City Manager highlighted his written report.

- 2. City Clerk Report

City Clerk Alley highlighted her written report.

- 3. Mayor’s Report

Mayor DeVries highlighted her written report.

- 4. City Attorney’s Report

None.

G. AUDIENCE PARTICIPATION

Ms. Sara Williams spoke about Hemp Healthcare in Alaska and the mission for self-sustainability in Alaska.

H. PUBLIC HEARINGS

- 1. **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 Microbrewers as a Permitted Use in the GC – General Commercial District.

Mayor DeVries opened the public hearing on Ordinance No. 19-015.

Mr. Kelly Turney, Alaska Picker Owner, spoke in favor of Ordinance No. 19-015.

Mr. Zach Lanphier, Bleeding Heart Brewery Owner, spoke in favor of Ordinance No. 19-015.

Ms. Lee Henrikson spoke in favor of Ordinance No. 19-015.

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

Main Motion: To Approve Ordinance No. 19-015

Moved by:	S. Combs
Seconded by:	Fuller
Vote:	6 Yes/0 No/1 Absent (L. Combs)
Action:	Motion Carried

2. **Ordinances No. 19-016:** Enacting Palmer Municipal Code Chapter 9.39 Regarding Excessive Police Response.

Mayor DeVries opened the public hearing on Ordinance No. 19-016.

Mr. Caesar Marciales, Mrs. Hillary Palmer, Ms. Lee Henrikson, and Mrs. Lisa Albert-Konecky spoke in favor of Ordinance No. 19-016.

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

Main Motion: To Approve Ordinance No. 19-016

Moved by:	S. Combs
Seconded by:	Fuller
Vote:	6 Yes/0 No/1 Absent (L. Combs)
Action:	Motion Carried

I. NEW BUSINESS

1. **Action Memorandum No. 19-065:** Authorizing the City Manager to Negotiate and Enter Into a Contract with Dirtworks, Inc. to Pave the Pathway from Cope Industrial Way to South Gulkana Street in the Amount of \$47, 915.00.

Main Motion: To Approve Action Memorandum No. 19-065

Moved by:	Fuller
Seconded by:	Berberich
Vote:	6 Yes/0 No/1 Absent (L. Combs)
Action:	Motion Carried

J. RECORD OF ITEMS PLACED ON THE TABLE

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

K. AUDIENCE PARTICIPATION

None.

L. COUNCIL MEMBER COMMENTS

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

M. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:15 p.m.

Approved this ____ day of _____, 2019.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



Norma I. Alley, MMC
City Clerk

Phone: (907) 761-1301
Direct: (907) 761-1321
Fax: (907) 761-1340

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

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

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

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

2. Upcoming Events

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

Name of Event	Date	Time	Location
Senior Center Fall Festival	10/12	1p	Senior Center
Mat-Su Miners Dinner/Auction	11/2	6p	Evangelo's
AML Conference	11/20-22		Anchorage

Please don't forget to let me know of any other events you are aware of or will be attending.

The Clerk's Office tracks events through the City Clerk's Outlook calendar. Please check your emails for these meeting/event invites.

City of Palmer

Airport Advisory Commission Members

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

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

PMC 2.25.140.B. Cause for removal. In addition, a board member may be removed by the council if, during any 12-month period while in office: 1) The board member is absent from three regular meetings without excuse; or 2) The board member is absent from six regular meetings.

2019 Attendance Record

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

2018 Attendance Record

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

* Meeting Cancelled

** Special Meeting

✓ - Present

E - Excused

U - Unexcused Absence

V - Vacant

S:\CityClerk\Boards and Commissions\AAC\Attendance Reports\Attendance Report AAC 2019-06.docx

City of Palmer

Board of Economic Development Members

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

Seat	Board Member	Term Expires
A	Barbara Hunt	Oct. 2020
B	Peter Christopher	Oct. 2019
C	Lorie Koppenberg	Oct. 2021
D	Christopher Chappel	Oct. 2021
E	Janet Kincaid	Oct. 2019
F	Kelly Turney	Oct. 2020
G	Dusty Silva	Oct. 2021

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

2019 Attendance Record

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

2018 Attendance Record

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

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

S:\CityClerk\Boards and Commissions\BED\Attendance Reports\Attendance Report BED 2019-08.docx

City of Palmer Parks, Recreation and Cultural Resources Advisory Board Members

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

Seat	Board Member	Term Expires
A	Stephanie Allen	Oct. 2020
B	Jo Ehmann	Oct. 2021
C	Heather Kelley	Oct. 2020
D	Shannon Connelly	Oct. 2019
E	George Hoden	Oct. 2020
F	Wesley Rath	Oct. 2021
G	Marilyn Bennett	Oct. 2019

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

2019 Attendance Record

Board Member	Jan *	Feb *	Mar *	Mar **	Apr	May	June	July *	Aug	Sept	Oct	Nov	Dec
Allen				✓	✓	E	✓		✓	✓			
Bennett				E	✓	✓	✓		✓	✓			
Connelly				✓	✓	✓	✓		✓	✓			
Ehmann				✓	✓	✓	✓		✓	✓			
Hoden				V	✓	✓	✓		E	✓			
Kelley				✓	E	✓	✓		✓	✓			
Rath				E	✓	✓	✓		E	E			

2018 Attendance Record

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

* Meeting Cancelled
** Special Meeting
✓ – Present

E – Excused Absence
U – Unexcused Absence
V – Vacant

S:\CityClerk\Boards and Commissions\PRCRAB\Attendance Reports\Attendance Report PRCRAB 2019-07.docx

City of Palmer

Planning & Zoning Advisory Commission Members

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

Seat	Commission Member	Term Expires
A	Gena Ornquist	Dec. 2020
B	Richard Benedetto	Dec. 2019
C	Sabrina Shelton	Dec. 2021
D	Kristy Thom Bernier	Dec. 2019
E	Dan Lucas	Dec. 2020
F	Casey Peterson	Dec. 2021
G	Josh Tudor	Dec. 2021

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

2019 Attendance Record

Commissioner	Jan	Feb	Mar	Apr **	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Benedetto	✓	✓	✓	E	✓	✓	✓	✓	✓	✓			
Lucas	✓	✓	✓	✓	✓	✓	✓	✓	✓	E			
Ornquist	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Peterson	V	V	V	✓	✓	✓	✓	✓	✓	✓			
Shelton										✓			
Thom Bernier	E	E	✓	✓	✓	E	E	✓	✓	E			
Tudor										✓			

2018 Attendance Record

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

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

Mayor's Memo

Council Meeting report for on October 8, 2019

AGENDA SETTING MEETING – October 10, 24

MAYOR GEORGE CARTE' SERVICES, October 10

MAT SU SENIOR CITIZENS DANCE – OCTOBER 12

MAYOR/MANAGER OCTOBER 17, NOVEMBER 7

PALAMER HIGH ADDRESS NOVEMBER 2

ALASKA MUNICIPAL LEAGUE NOVEMBER 20-22

MAYOR'S AML MEETING NOVEMBER 19

MAT SU BOROUGH ELECTION NOVEMBER 5

We want and value your input and participation.

Edna DeVries Mayor

907-355-9933 edevries@palmerak.org

**City of Palmer
Resolution No. 19-019**

Subject: Accepting and Appropriating the 2019 State of Alaska Homeland Security Program Grant 20SHSP-GY19 in the Amount of \$49,500.00 to Fund the Purchase of New Portable Radios for the Palmer Police Department

Agenda of: October 8, 2019

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


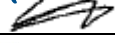
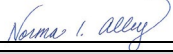
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> X </u>	Finance	<u></u>	<u>09-23-19</u>
_____	Fire	_____	_____
<u> X </u>	Police	<u></u>	<u>9-23-19</u>
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **\$49,500.00**

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>\$49,500.00</u>
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input checked="" type="checkbox"/>	Not budgeted	<u>09-00-00-3358 HLS Grant 09-01-10-7125 HLS SHSP Grant Exp</u>

Director of Finance Signature: 

Attachment(s):

- Grant Award Documents

Summary Statement/Background:

The City of Palmer Currently uses Motorola XTS 5000 series portable radios. These radios average approximately 10 years of age and are approaching the end of their useful life. Motorola stopped making this model of portable radio in 2014, and spare parts are expected to run out in the next 18 months. Reliable portable radios are absolutely essential for law enforcement operations. Without them officer safety is compromised, and investigations cannot be efficiently conducted. In short, without serviceable portable radios, officers outside their vehicles cannot talk to each other, dispatch, or other agencies such as State Troopers, fire or EMS responders.

The City of Palmer proposes to purchase new portable radios with grant funds from this project. This will begin the replacement cycle for older portable radios. It is anticipated PPD will be able to purchase 9-10 Motorola APX 6000 portable radios with the available grant funds. The new radios will be compatible with ALMR and can be used for interoperable communications with multiple other agencies including police, fire, ems, public works, the Department of Defense, etc.

Administration's Recommendation:

Approve Resolution No. 19-019.

LEGISLATIVE HISTORY

Introduced by: City Manager
Date: October 8, 2019
Public Hearing:
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 19-019

A Resolution of the Palmer City Council Authorizing the City Manager to accept and appropriate \$49,500.00 from the 2019 State of Alaska Homeland Security Program Grant 20SHSP-GY19 to fund the purchase of new portable radios for the Palmer Police Department

WHEREAS, the Palmer Police Department relies on continual use of portable (body worn) radios for police and emergency communications and;

WHEREAS, the portable radios currently used by PPD are on average 10 years old, no longer produced, and are near at the end of their useful service life and;

WHEREAS, the City of Palmer has received \$49,500.00 in grant funds from the State Homeland Security Program

NOW, THEREFORE, BE IT RESOLVED the Palmer City Council hereby accepts and appropriates \$49,500.00 from the 2019 State of Alaska Homeland Security Program Grant 20SHSP-GY19 to fund the purchase of new portable radios for the Palmer Police Department

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

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

September 20, 2019

Mr. Nathan Wallace, City Manager
City of Palmer
231 W. Evergreen
Palmer, AK 99645

RE: 2019 State Homeland Security Grant, EMW-2019-SS-00031-S01
State Grant No.: 20SHSP-GY19

Certified Mail: 9171 9690 0935 0210 4296 43

Dear Mr. Wallace:

We received funds from the U.S. Department of Homeland Security under the 2019 State Homeland Security Grant. We are pleased to award the City of Palmer the amount of \$49,500.00 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions. Program Terms and Conditions will be discussed at the 2019 electronic Grant Kick-Off Meeting to be held in October 2019.

Please review Project Budget Details for Environmental and Historical Preservation requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

The 2019 State Homeland Security Program Guidance now requires completion of the Nationwide Cybersecurity Review (NCSR) by all subrecipients by December 31, 2019. More information on this online, self-assessment is will be provided at the 2019 electronic Kick-Off Meeting.

Mr. Wallace
September 20, 2019
Page 2 of 2

Enclosed are two pre-signed Obligating Award Documents (OADs). Please review the information for accuracy and review any Special Conditions. Sign both OADs, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact
PO Box 5750
JBER, AK 99505

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at mva.grants@alaska.gov.


Sincerely,



Paul L. Nelson
Deputy Director

Enclosure(s): (2 originals) Obligating Award Document
Project Budget Details Report

cc: Lance Ketterling, Jurisdiction Project Manager
Gina Davis, Jurisdiction Chief Financial Officer

State of Alaska						Page 1 of 8	
Division of Homeland Security and Emergency Management						FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						August 06, 2019	
						FEDERAL GRANT PROGRAM	
						2019 State Homeland Security Grant	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER	
						EMW-2019-SS-00031-501	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA:	97.067
City of Palmer 231 W. Evergreen Palmer, AK 99645		FROM:	October 01, 2019	AMENDMENT #:		AWARD AMOUNT	
		TO:	September 30, 2021	EFFECTIVE DATE:		\$49,500.00	
		STATE PROGRAM NUMBER				20SHSP-GY19	
DUNS NUMBER	037411071			FUNDING ALLOCATION			
EIN	92-6000194			PLANNING		EXERCISE	
METHOD OF PAYMENT	Electronic			TRAINING		EQUIPMENT	\$49,500.00
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750				WEBSITE	http://ready.alaska.gov	
					EMAIL	mva.grants@alaska.gov	
					PHONE	907-428-7000	
					FAX	907-428-7009	
STATE PROJECT MANAGER	PHONE	FAX	EMAIL				
Tiffany Peltier	(907) 428-7026	(907) 428-7009	tiffany.peltier@alaska.gov				
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Paul L. Nelson, Deputy Director				Nathan Wallace, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE				DATE
			9-19-19				
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	19 SHSP PAL	2SHSP2019	GYSHSP

Program Requirements

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments
- (F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.
- (G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
3. Audit Requirements
2 CFR Part 200 *Subpart F Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

- c. Subrecipients identified as “non-compliant” by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient’s failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are “non-compliant” must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.

4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award’s performance period.

6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.

7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies

8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D

9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles

10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2019 State Homeland Security Grant awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$4,077,500.00 under *Federal Grant EMW-2019-SS-00031-S01, CFDA# 97.067*. The City of Palmer has been awarded \$49,500.00, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2019 through September 30, 2021. Project conditions must be completed by this date. The City of Palmer cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of Palmer shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2019–12/31/2019	01/20/2020
2	01/01/2020–03/31/2020	04/20/2020
3	04/01/2020–06/30/2020	07/20/2020
4	07/01/2020–09/30/2020	10/20/2020
5	10/01/2020–12/31/2020	01/20/2021
6	01/01/2021–03/31/2021	04/20/2021
7	04/01/2021–06/30/2021	07/20/2021
8	07/01/2021–09/30/2021	10/20/2021
9	Final Report	11/15/2021

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Signatory Requirements: The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(D) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of Palmer shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.

- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The City of Palmer shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

(G) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the *Procurement Method Report* for additional details.

(H) Contracts: Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(I) Use of DHS Seal, Logo and Flags: All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.***

(K) Acknowledgement of Federal Funding: All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(L) Federal Debt Status: All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(M) False Claims Act and Program Fraud Civil Remedies: All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(N) Recordkeeping Requirements: Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) Performance Measures: Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) Subrecipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of Palmer's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

(Q) Penalty for Non-Compliance: For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Palmer of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Palmer must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) Termination for Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of Palmer stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of Palmer only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) Termination for Convenience: Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) Project Implementation: Due to the competitiveness of the 2019 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(U) The City of Palmer shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), Guidance, Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, State Overview and Guidelines, State Preparedness Report/ Stakeholder Preparedness Review, Threat and Hazard Identification and Risk Assessment (THIRA) and the State Homeland Security Strategy. By signing this obligating award document, the City of Palmer certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of Palmer fiscal and programmatic representatives attend the 2019 Grant Kick-Off Meeting to be held electronically in October 2019.

(W) The City of Palmer must complete a Quarterly Activities Plan by January 20, 2020. Information on this requirement will be emailed and provided at 2019 Grant Kick-off meeting.

(X) The City of Palmer must complete/update the Alaska Assessment annually by December 31.

(Y) The City of Palmer must have programmatic jurisdictional representatives at the annual DHS&EM Multiyear Training and Exercise Plan Workshop (TEPW).

(Z) The signature of the signatory officials on this award attests to the City of Palmer's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2019, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

(AA) The City of Palmer must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2019. More information on this online, self-assessment is will be provided at the 2019 electronic Kick-Off Meeting and can be found in the 2019 HSGP NOFO and DHS Information Bulletin #439, located here, <https://www.fema.gov/media-library/assets/documents/176414>.

Special Conditions

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

Project Budget Details Report

2019 State Homeland Security Program / 2019 SHSP

Palmer, City of

Reported Category = ALL. Reported Revision = 0 of 0.

PBD#	<u>Expense Category</u>	<u>Solution Area</u>	<u>Discipline</u>	<u>Qty</u>	<u>Budgeted Cost</u>	<u>PBD# Amt Spent</u>	<u>PBD# Balance</u>
1	Equipment	Inspect.Screen	EMA				
					<i>State</i>		
					<i>Federal</i>	\$49,500.00	\$49,500.00
EHP		Item:					
<input type="checkbox"/> EHP		Portable Radios					
Description		Purchase and installation of portable radios for the City of Palmer including police, fire, and emergency medical services.					

Adjusted Grant Award	
<i>State</i>	
<i>Federal</i>	\$49,500.00
Total Budgeted Allocated (Fed & State)	
	\$49,500.00

PBD Total Allocations:	
<i>State</i>	
<i>Federal</i>	\$49,500.00
Total Expenses:	
<i>State</i>	
<i>Federal</i>	
Summary Balance:	
<i>State</i>	
<i>Federal</i>	\$49,500.00
PBD Non-Budgeted Funds:	
	\$0.00

**City of Palmer
Ordinance No. 19-011**

Subject: Amending Palmer Municipal Code Sections 2.04.041 and 2.05.030 Establishing Council Member and Mayor Term Limits

Agenda of: June 11, 2019 – Introduction
 June 25, 2019 – Public Hearing (Postponed to October 8, 2019)
 October 8, 2019

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


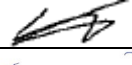

Originator Information:

Originator: Council Members Steve Carrington and David K. Fuller

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 19-011

Summary Statement/Background:

To discuss the possibility of limiting the council members to two consecutive three-year terms and the mayor to two additional consecutive three-year terms. The ordinance does not address lifetime term limits.

Matters of consideration could be:

- How Many Consecutive Years to Serve
- How Many Consecutive Years to Wait Before Serving Again
- Date Term Limits Become Effective

Palmer Charter 3.2. **Terms of Office** states the terms of two councilmen shall expire each year, except that in each third year, counting from 1963, the terms of the Mayor and of two Councilmen shall expire. When appointments are made to fill vacancies in the manner provided by Section 2.13(a) of this Charter, appointees shall qualify for and assume the duties of office within ten days after appointment, unless such time be extended for not more than sixty days by the Council.

Palmer Municipal Code Section 2.04.041. **Term of office** states the term of office of each council member shall be for three years and shall commence on the Monday following his or her election.

Palmer Municipal Code Section 2.05.030. **Term of office** states the term of office of the mayor shall be for three years and shall commence on the Monday next following his or her election.

The intent of term limits is for council members to serve no more than two consecutive terms without taking a one-year break. It is not the intent for a council member to have a break in service between serving as a council member and mayor. A member of the council whom is elected to serve as the mayor, may serve two additional terms, for a total of four, at which time a break in service is required.

LEGISLATIVE HISTORY

Introduced by: Council Members
Carrington and Fuller
Date: June 11, 2019
Public Hearing: June 25, 2019
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 19-011

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Sections 2.04.041 and 2.05.030 Establishing Council Member and Mayor Term Limits

WHEREAS, the city council wished to explore the adoption of term limits for the council and mayor; and

WHEREAS, if adopted, the new language will become effective to terms of members of the council elected in the 2019 Regular Election and elected thereafter, so that no terms served prior to the 2019 Regular Election would count toward the term limits of terms served.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 2.04.041 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

2.04.041. Term of office

The term of office of each council member shall be for three years and shall commence on the Monday following ~~his or her~~ the election. A person serving as a council member may not serve for more than two consecutive, full terms without a break in service for at least one full year. No member of the council shall serve more than four consecutive terms, as the mayor and a council member, without a break in service for at least one full year. Years of service of an appointee filling a vacated seat does not count toward the total term limit.

Section 4. Palmer Municipal Code Section 2.05.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

2.05.030. Term of office

The term of office of the mayor shall be for three years and shall commence on the Monday ~~next~~ following ~~his or her~~ the election. A person serving as the mayor may not serve for more than two consecutive, full terms without a break in service for at least one full year. No member of the

council shall serve more than four consecutive terms, as the mayor and a council member, without a break in service for at least one full year. Years of service of an appointee filling a vacated seat does not count toward the total term limit.

Section 5. Effective Date. Ordinance No. 19-011 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
Action Memorandum No. 19-072**

Subject: Selecting Up to Three Members of the Council to Serve as Delegates for the Saroma, Japan Sister City's 40th Anniversary Trip and Authorizing the Purchase of Airline Tickets for Members Selected

Agenda of: October 8, 2019

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



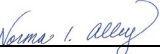
Originator Information:

Originator: Mayor DeVries

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ **\$6,000.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 6,000.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6110
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement/Background:

The city of Palmer established a sister city relationship in 1980 with Saroma, Japan. Over the years the cities have shared many years of exchanges building valuable relationships between our cities. In 2020, the cities will be celebrating the 40th Anniversary of this amazing partnership. Part of this celebration includes a delegation from Palmer to travel to Saroma in July, 2020.

The City Council need to decide which members of the Council will serve as delegates. In order to adhere to the Open Meeting Act, it cannot be more than three members.

Facts for airline tickets:

- Will be purchased on October 9, 2019, in order to secure the seats for the large group.
- Full payment for the ticket is required at time of purchase on October 9. Tickets can be from \$1,500.00 or more.
- Tickets are non-refundable and non-transferable, making the tickets and all funds tied to the specific person traveling. The members selected will need to be committed to going on the trip as there will not be any ability to transfer the ticket to another person.
- Due to the airline and international travel, the flight will be on an airline that does not provide flights within Alaska. The city will not be able to transfer the funds for travel within the state of Alaska, so the city will not be able to use the tickets for any other purpose.
- Insurance may be purchased but is only good for strict medical purposes prohibiting the person from making it to the airport to travel.

The travel will be in 2020, which means the funds will be expensed out of the 2020 Budget. This budget is yet to be adopted, so decision will need to be made as to means of payment. Does the delegate going pay for the ticket and get reimbursed upon adoption of the 2020 Budget only if funds are included to cover it? Does the City pay for the tickets? What happens if the funds don't get funded in the 2020 Budget?

Current City practice for travel is the city makes the arrangements and payment for the initial cost for the airline ticket. It is the delegates responsibility to make any needed alterations to the travel arrangements and all expenses associated with those alterations are the responsibility of the delegate.

Decisions to be made are:

1. Selection of members of the Council to attend (up to three).
2. How will payment for the tickets be handled.
3. Does insurance get purchased and who pays for the insurance.
4. Expectation for expenses covered due to cancellation.

Administration's Recommendation:

1. Select up to three members of the Council to serve as delegates.
2. Not to purchase insurance as it does not provide flexibility for cancellations and would likely not cover any reasons for cancelling.



Report to Council
 City Manager Nathan Wallace
 October 22, 2019

Items Placed on the Table
 Meeting Date: 10/8/2019
 Agenda Item: City Manager Report
 Description: update to City
 Manager Report

Building Department Report
SEPTEMBER 2019

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	9	\$979,975.00	\$6,932.00	\$4,344.50
Sign Permit	5	\$11,500.00	\$324.00	
Fence Permit	0	\$0.00	\$0.00	
Totals	14	\$991,475.00	\$7,256.00	\$4,344.50

TYPE OF PERMITS:

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Glacier Medical Group LLC	\$6,575.00	COM Alteration	\$154.75	
Johnson, Jeff	\$25,000.00	COM Alteration	\$435.50	\$283.00
Habitat for Humanity	\$70,000.00	RES Alteration	\$0.00	
Nowers, Stephanie	\$0.00	Temporary Signs	\$0.00	
Kitzman, Jamie	\$500.00	Storage Shed	\$0.00	
U-Haul Co. of Alaska	\$30,000.00	COM Alteration	\$491.75	\$319.50
Howard, Robert	\$2,400.00	RES Alteration	\$92.50	
Kost, Danny	\$500.00	Storage Shed	\$0.00	
Aurora Sky LLC	\$815,000.00	COM New	\$5,265.75	\$3,422.50
Revive Aesthetics & Spa	\$10,000.00	Sign	\$137.00	
Hale, Timothy	\$0.00	Temporary Signs	\$0.00	
Anderson, LaMarr	\$0.00	Temporary Signs	\$0.00	
Amerco Real Estate Co.	\$1,500.00	Sign	\$187.00	
U-Haul International	\$30,000.00	COM Alteration	\$491.75	\$319.50

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees	Year to Date Plan Review Fees
2010	90	44	13	\$20,828,687.00	\$109,997.50	
2011	95	24	21	\$6,991,854.00	\$58,471.25	
2012	77	27	11	\$18,088,739.00	\$110,917.00	
2013	72	23	16	\$12,065,947.00	\$87,249.50	
2014	84	30	11	\$14,980,560.00	\$106,460.50	
2015	89	21	12	\$10,612,333.00	\$90,851.75	
2016	75	33	18	\$37,322,662.00	\$193,669.50	\$36,175.50
2017	72	18	16	\$5,403,152.00	\$49,942.10	\$18,025.00
2018	84	29	11	\$15,243,599.00	\$112,463.25	\$42,157.25
2019	95	21	18	\$28,461,469.00	\$164,908.25	\$87,303.25

Radio Free Palmer Inside the City schedule: Palmer Police Chief Oct 25, City Manager Nov 1, Public Works Nov 15, Palmer Fire Chief Nov 22



N. Wallace
Oct 8, 2019

TO: City Council

FROM: City Manager, Nathan E. Wallace

DATE: October 8, 2019

SUBJECT: Special Assessment Collection Report

The City of Palmer currently has 9 active Special Assessment Districts with an outstanding balance. These districts date back as far as 1987. There remains a principal balance of \$104,853.96 with \$27,369.13 delinquent as of September 30, 2019. The original amount was \$1,531,227.54.

Within these districts there remain 35 active accounts which has decreased by 16 in the past year.

The number of delinquent accounts has dropped in 2019 from 7 to 5.

The amount of delinquent due has increased in 2019 by \$2,730.79 from \$24,638.34 to \$27,369.13.

The amount of principal owed on the accounts has decreased in 2019 by \$13,969.98 from \$118,823.94 to \$104,853.96.

The city continues to monitor each account and works closely with title companies and financial institutions to ensure that when property is transferred to new ownership that assessments are paid in full.

#####

SPECIAL ASSESSMENT QUARTERLY REPORT

September 30, 2019

ARRC #1 (Established LID through Resolution No. 1228)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
01-01-ST	8,825.41	8,825.41	0.00	0.00	0 of 5

SNODGRASS-NEWCOMB #2 (Established Resolution No. 1268; Confirmation: Resolution No. 06-015)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
02-1-ST	45,318.36	38,992.42	6,325.94	0.00	5 of 15

NORTH VALLEY WAY (Established: Resolution No. 1298; Confirmation: Resolution No. 05-030)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
03-1-ST	98,135.79	97,323.07	812.72	1,602.94	1 of 17

N GULKANA/EAGLE ST (Established: Resolution No. 1299; Confirmation: Resolution No. 05-031)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
03-2-ST	161,758.02	161,758.02	0.00	0.00	0 of 11

S CHUGACH STREET (Established: Resolution No. 1302; Confirmation: Resolution No. 06-016)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
03-3-ST	13,256.73	13,256.73	0.00	0.00	0 of 2

EAST & WEST EAGLE (Established: Resolution No. 1339; Confirmation: Resolution No. 06-017)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
04-1-ST	97,887.21	95,124.14	2,763.07	0.00	3 of 27

PALMER WEST/HELEN DR (Established LID through Resolution No. 05-011)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
05-1-ST	276,873.66	268,560.94	8,312.72	12,030.43	3 of 63

LUCAS AREA (Established: Resolution No. 08-004; Confirmation: Resolution NO. 10-011)

SPECIAL ASSESSMENT QUARTERLY REPORT

September 30, 2019

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
08-1-ST	178,826.31	161,601.57	17,224.74	13,735.76	8 of 42

BLUEBERRY AREA (Established: Resolution No. 09-006; Confirmation: Resolution No 10-012)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
09-1-ST	208,923.10	156,528.72	52,394.38	0.00	9 of 54

GULKANA AREA (Established: Resolution No. 09-050; Confirmation: Resolution No. 13-019)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
09-2-ST	144,393.00	144,393.00	0.00	0.00	0 of 15

SOUTH BONANZA (Established: Resolution No. 09-054; Confirmation: Resolution No. 14-007)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
09-3-ST	61,756.05	61,756.05	0.00	0.00	0 of 26

W DOLPHIN & CARIBOU (Established: Resolution No. 09-055; Confirmation: Resolution No. 14-008)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
09-4-ST	38,832.00	38,832.00	0.00	0.00	0 of 16

ST JOHN LUTHERAN CHURCH (Established LID through Resolution No. 616)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
84-2 ST	11,595.56	11,595.56	0.00	0.00	0 of 1

COPE (Established: Resolution No. 648; Confirmation: Resolution No. 680)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
85-2-ST	10,573.43	8,847.91	1,725.52	0.00	2 of 2

MAT-MAID PROPERTY (Established LID through Resolution No. 688)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
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SPECIAL ASSESSMENT QUARTERLY REPORT

September 30, 2019

86-1-ST	51,134.64	51,134.64	0.00	0.00	0 of 4
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BEAVER STREET (Established: Resolution No. 748; Confirmation: Resolution No. 757)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
87-1-S	17,690.08	6,486.01	11,204.07	0.00	3 of 6

BAILEY HEIGHTS (Established: Resolution No. 1143; Confirmation: Resolution No. 1158)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
98-1-ST	11,337.27	11,337.27	0.00	0.00	0 of 4

HIGHLANDS (Established: Resolution No. 1183; Confirmation: Resolution No. 1252)

DISTRICT	ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
99-1-ST	94,110.92	90,020.12	4,090.80	0.00	1 of 15

TOTAL SPECIAL ASSESSMENTS:

As of September 30, 2019

ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
1,531,227.54	1,426,373.58	104,853.96	27,369.13	35 of 325

TOTAL SPECIAL ASSESSMENTS:

As of September 30, 2018

ORIGINAL AMOUNT	PRINCIPAL PAID	O/S PRINCIPAL BALANCE	AMOUNT DELINQUENT	ACTIVE ACCOUNTS
1,531,227.54	1,412,403.60	118,823.94	24,638.34	51 of 325

Name: (Please Print)	Item Being Addressed	Mailing Address	Contact Info (Phone and/or E-Mail)
Mike Chmielewski	lights web site + serial discussions	Box 3434	978-7149
Todd Smoldon	office of Governor	515 Pahlia	907-500-2794