

Mayor Edna B. DeVries  
Deputy Mayor Linda Combs  
Council Member Julie Berberich  
Council Member Richard W. Best  
Council Member Steve Carrington  
Council Member Sabrena Combs  
Council Member Jill Valerius

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

**City of Palmer, Alaska**  
**City Council Meeting**  
**December 10, 2019, at 7:00 PM**  
City Council Chambers  
231 W. Evergreen Avenue, Palmer  
[www.palmerak.org](http://www.palmerak.org)

## AGENDA

### A. CALL TO ORDER

### B. ROLL CALL

### C. PLEDGE OF ALLEGIANCE

### D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
  - a. **Action Memorandum No. 19-092:** Authorizing the City Manager to Negotiate and Execute a Management Services Contract for the Palmer Visitor Center with Palmer Museum of History and Art in the Amount of \$75,115.00 Per Year ..... Page 3
2. Approval of Minutes of Previous Meetings
  - a. November 5, 2019, Special Meeting ..... Page 17
  - b. November 12, 2019, Regular Meeting ..... Page 19
  - c. November 26, 2019, Special Meeting ..... Page 23
  - d. November 26, 2019, Regular Meeting ..... Page 25
  - e. December 3, 2019, Special Meeting ..... Page 29

### E. REPORTS

1. City Manager’s Report ..... Page 31
2. City Clerk’s Report
3. Mayor’s Report ..... Page 33
4. City Attorney’s Report

### F. AUDIENCE PARTICIPATION

### G. PUBLIC HEARINGS

1. 3<sup>rd</sup> Public Hearing on the 2020 Budget for (Pending Motion):
  - a. **Resolution No. 20-001:** Adopting the 2020 City of Palmer Employee Pay Plan ..... Page 35
  - b. **Resolution No. 20-002:** Adopting the 2020 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020..... Page 37
  - c. **Resolution No. 20-003:** Adopting the 2020 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020..... Page 51
  - d. **Resolution No. 20-004:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020..... Page 65
  - e. **Resolution No. 20-005:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020, and Appropriating Monies ..... Page 71

**H. NEW BUSINESS**

1. **Committee of the Whole:** Discuss Employee End of Year Bonus (note: action may be taken by the council following the committee of the whole)
2. **Action Memorandum No. 19-093:** Directing the City Clerk to Notify the State of Alaska of the City Council’s Statement of Non-Objection to Liquor License Nos. 119, 5638, and 5716 for Palmer Alehouse, Located at 320 E. Dahlia Street..... Page 75
3. **Action Memorandum No. 19-094:** Approving the Cancellation of the December 24, 2019, Regular Council Meeting..... Page 81

**I. RECORD OF ITEMS PLACED ON THE TABLE**

**J. AUDIENCE PARTICIPATION**

**K. COUNCIL COMMENTS**

**L. ADJOURNMENT**

**Tentative Future Palmer City Council Meetings**

Meeting Date	Meeting Type	Time	Notes
<b>Jan 14, '20</b>	Regular	7 pm	
<b>Jan 28</b>	Joint	6 pm	AAC
<b>Jan 28</b>	Regular	7 pm	
<b>Feb 11</b>	Joint	6 pm	BED
<b>Feb 11</b>	Regular	7 pm	
<b>Mar 10</b>	Joint	6 pm	PRAB
<b>Mar 10</b>	Regular	7 pm	
<b>Mar 24</b>	Regular	7 pm	
<b>Apr 14</b>	Regular	7 pm	
<b>Apr 21</b>	Joint	6 pm	PZC
<b>Apr 28</b>	Regular	7 pm	
<b>May 12</b>	Regular	7 pm	Palmer High School Graduation
<b>May 26</b>	Regular	7 pm	
<b>Jun 9</b>	Regular	7 pm	
<b>Jun 23</b>	Regular	7 pm	

**City of Palmer  
Action Memorandum No. 19-092**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Management Services Contract for the Palmer Visitor Center with Palmer Museum of History and Art in the Amount of \$75,115.00 per year

**Agenda of:** December 10, 2019

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**


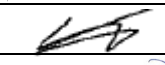

**Originator Information:**

**Originator:**    City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **75,000.00**

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 75,115.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): 01-01-20-6030
- Not budgeted                      Subject to 2020 Budget Appropriation

Director of Finance Signature: 

**Attachment(s):**

- Draft Agreement for Visitor Information Services

**Summary Statement/Background:**

The Palmer Visitor Center is currently being operated under a contract with the Palmer Museum of History and Art (PMHA). PMHA was awarded the contract for visitor Information services on March 24, 2009, and there were five one-year extensions to the 2009 contract. In March 2015 PMHA was awarded the contract in the amount of \$61,400 per year. The 2015 contract was extended to a five-year service agreement with allowance for two additional one-year periods extensions, by a mutual written agreement. In 2017 PMHA and the City negotiated a new Visitor Information Service Contract price of \$70,115 and continued for the 2018 and 2019 contract years.

This draft agreement is for a five-year period with an option to extend an additional five one-year extensions by mutual written agreement of the parties, starting in 2020. The Visitor Information Service Contract is for \$75,115.00 per year an increase from the 2017 contract adjustment.

The contract utilizes the same format as the recently signed Golf Course agreement with Eagle Golf Course Management, LLC. This contract outlines the PMHA allowable rentable square footage as opposed to the City approving merchandise for sale. The Contract also requires the PMHA to support and promote any City initiated marketing or promotional strategy. The contract outlines PMHA's responsibility to receive prior approval for alterations, additions or improvements of the physical appearance for the Visitor Information Center facility or its grounds. Requirements for staffing have been relaxed and the length of seasonal operation has been reduced from September 30 to September 15.

The PMHA has satisfactorily performed the duties and obligations for Visitor Information Services for the past 11 years. This contract refines the relationship between PMHA and the City and ensures that visitor information services requirements are met for the next five years.

**Administration's Recommendation:**

To approve Action Memorandum No. 19-092 Authorizing the City Manager to Negotiate and Execute an Agreement to provide Visitor Information Services.

## AGREEMENT FOR VISITOR INFORMATION SERVICES

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the CITY OF PALMER, an Alaska municipal CONTRACTOR, hereinafter called "CITY", and the PALMER MUSEUM OF HISTORY AND ART, hereinafter referred to as "CONTRACTOR".

### RECITALS

- A.** CITY owns the Palmer Visitor's Information Center (VIC), which is a premier feature within the community and in need of continued management.
- B.** The parties previously entered into an Agreement for the Operation and Management of the VIC, dated August 16, 2008; Agreement has been extended and supplemented by various Amendments, and is currently set to expire on December 31, 2019.
- C.** CITY is satisfied with CONTRACTOR's performance under the Agreements and CITY desires to enter into an agreement in order to facilitate long term planning for the improvement, enhancement and operation of the VIC.
- D.** CITY expects that the management of the VIC meets the highest regionally comparative standard for operations. CONTRACTOR shall provide patrons with a product and experience that is valuable for a public venue.
- E.** CONTRACTOR is willing and able to continue the operation and management of the VIC with the intent and the obligation to enhance the desirability of the VIC.
- F.** CONTRACTOR operates the VIC so that visitors have a highly valued experience;
- G.** CITY expenditures support operations and ensures that the overall experience remains competitive within the region.
- H.** CITY and CONTRACTOR recognize that promotion of the VIC is a primary factor towards increasing visitor counts engaging community support.

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

Initials: \_\_\_/\_\_\_

# AGREEMENT FOR VISITOR INFORMATION SERVICES

## I.

### TERM OF AGREEMENT

**A. Term.** The term of this Agreement shall be for a period of five (5) years, ending December 31, 2025 with the option to extend an additional five one-year extensions by mutual written agreement of the parties. This provision shall not prevent the parties from developing amendments to the agreement to ensure the best and most appropriate management of all operations. CITY has granted CONTRACTOR the exclusive use of the VIC land and improvements. CONTRACTOR shall continue to occupy and operate the VIC.

**B. Review.** CITY and CONTRACTOR agree to review the terms of the Agreement and the operations of the VIC.

**C. Previous Agreements.** All previous agreements between the Parties, related to the operation of the VIC are superseded by this Agreement.

## II.

### Payment and Performance

1. Fixed Contract price shall be \$75,115 per year. This amount shall be reviewed and may be revised annually at the mutual agreement of both parties.

a. Payment shall be as follows:

- 1) January 15: \$25,115
- 2) May 1: \$16,000
- 3) June 1: \$11,000
- 4) July 1: \$11,000
- 5) August 1: \$12,000

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

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

Initials: \_\_\_/\_\_\_

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# AGREEMENT FOR VISITOR INFORMATION SERVICES

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

## III.

### GENERAL OBLIGATIONS OF CONTRACTOR

**A.** CONTRACTOR is responsible for the general operation of the VIC insofar as the visiting public is concerned, shall enforce all rules and regulations which are adopted by CONTRACTOR from time to time, and shall assume responsibility for policing the facility and grounds, keeping off trespassers, preventing injury to the facility by visitor and others and preserving proper order in and about the general premises. CONTRACTOR shall have the right to hire and dismiss their employees.

**B.** The full time and best efforts of the Contractor as an independent contractor of the City shall be expended to operate and manage the VIC in accord with industry best practices and City budgets, as adopted and amended from time to time.

**C.** CONTRACTOR shall provide visitor information services at the VIC between the hours of 9:00 a.m. to 6:00 p.m., seven days a week, for the period of May 1 through September 15th of each year. The service will begin on May 1, 2020.

**D.** CONTRACTOR shall provide visitor information services such as information and/or brochures about lodging, restaurants and attractions in the general area; knowledgeable information about local goods and services; directions as requested; providing historical information about the Palmer area; to the public in a respectful, and helpful manner at the VIC for the period of the contract.

**E.** CONTRACTOR shall provide courteous and responsive service to the public through personable and friendly answering of questions and dissemination of information about the City of Palmer, the history of Palmer and the region, as well as about local businesses and attractions in the City and greater Palmer area. The City requires that the Contractor provide competent and friendly staff during all operating hours of the required period of operation by this contract with knowledgeable and trained individuals, on-scene, to accomplish the above services. The City may conduct on-going quality assurance testing throughout the summer in order to provide consistent, high- quality, visitor information services to meet the requirements listed in this contract.

**F.** CONTRACTOR shall provide, without charge, visitor information

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## AGREEMENT FOR VISITOR INFORMATION SERVICES

handout materials, such as brochures, directories or lists, focusing on the greater Palmer area. No more than 450 square feet may be used for retail space within the VIC.

**G.** CONTRACTOR shall provide telephone and email contacts for information requests and inquiries by the public throughout the year. Incoming messages are to be retrieved and responded to promptly and courteously.

**H.** CONTRACTOR will produce and maintain a website with current information about Palmer's visitor information services and attractions. It shall include a disclosure that the website is the property of the contractor and not the City's official website. City shall have the right to remove language or information associated with visitor information at its discretion.

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

**J.** CONTRACTOR will advise on city budgeted repair and maintenance monies annually.

**K.** CONTRACTOR shall implement conservation practices whenever possible, or as required by regulating agencies.

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

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

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

**O.** CONTRACTOR shall be responsible for janitorial service (cleaning floors, restrooms; emptying trash) and for the daily housekeeping of the immediate parking lot i.e., litter pickup.

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## **AGREEMENT FOR VISITOR INFORMATION SERVICES**

**P.** CONTRACTOR shall not be responsible for event litter generated by events not sponsored by the CONTRACTOR.

### **IV.**

#### **GENERAL OBLIGATIONS OF THE CITY**

**A.** CITY shall be responsible for routine maintenance of the VIC building, such as parking lot snow removal, trip and fall safety mitigation, replacing light bulbs. The City shall also be responsible for exterior building and grounds maintenance (including all window washing), and maintenance and repair of the building structure, and major VIC fixtures, which are defined as heating system, the plumbing system, and major electrical work.

**B.** CITY shall meet with CONTRACTOR regularly to review operations, communicate and share resource information and collaborate on future opportunities.

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

**D.** CITY is responsible for capital repairs and renovations for all features within the VIC and open areas within the boundaries of the VIC.

**E.** CITY may annually budget and appropriate money necessary to enable CONTRACTOR the ability to maintain the VIC and CITY owned equipment. CONTRACTOR shall recommend to CITY how to budget money.

### **V.**

#### **PROHIBITIONS**

CONTRACTOR shall not do any of the following acts:

1. Assign or transfer this Agreement. CONTRACTOR may, however, subcontract for services to implement this Agreement.

2. Commit, permit or allow any nuisance or waste in, or injury to, the VIC, or permit the use of any of the facilities for any illegal purpose.

3. Deny fair and equal use, or allow discriminatory use, of the premises and facilities or deny equal employment opportunities on the basis of race, color, sex,

## AGREEMENT FOR VISITOR INFORMATION SERVICES

religion, ancestry, national origin, place of residence or membership or non-membership in any club, organization or other association, or in any arbitrary or discriminatory manner.

### VI. UTILITIES

CITY shall be responsible for payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and internet. Contractor will be responsible for long distance phone charges. The installed telephone system and phones will remain the property of City.

### VIII. IMPROVEMENTS

**A.** CONTRACTOR agrees not to make any changes, alterations, decorations, installations, or improvements of the physical appearance of the VIC or grounds without prior written approval of the City. Written approval shall include the ownership of the asset at the conclusion of the contract period, location, and maintenance responsibilities. Within 30 days of the conclusion of the contract period, Contractor agrees, at its sole cost and expense, to remove all items owned by the Contractor. Contractor understands that any unauthorized changes to the physical appearance or condition of the VIC may be corrected by the City at the expense of the Contractor.

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

### IX. LIABILITY AND WORKERS' COMPENSATION INSURANCE AND INDEMNIFICATION

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

Initials: \_\_\_/\_\_\_

## AGREEMENT FOR VISITOR INFORMATION SERVICES

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

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

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

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

### X.

#### TERMINATION

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

## AGREEMENT FOR VISITOR INFORMATION SERVICES

to assume such responsibility.

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

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

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

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

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

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

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

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

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

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## AGREEMENT FOR VISITOR INFORMATION SERVICES

VIC.

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

1. To recover from CONTRACTOR all the facilities and equipment which were transferred to CONTRACTOR for its use.
2. The right of first refusal on all equipment, merchandise, furnishings, fixtures, and supplies which were acquired by CONTRACTOR. CITY shall have the option to purchase such property at market value.
3. Any item of personal property which CITY has not designated for purchase and which is not removed by CONTRACTOR within 30 days of termination shall be deemed abandoned by CONTRACTOR, and absolute title thereto shall vest in CITY immediately.

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

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

### XI

#### MISCELLANEOUS PROVISIONS

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

**B. Right to Enter.** CITY, through the City Manager or his/her authorized representative may, upon reasonable notice, enter into the premises, at any and all reasonable times during the term of this Agreement for the purpose of determining whether CONTRACTOR is complying with the terms and conditions hereof or for any other purpose incidental to the rights of CITY for emergency reasons.

**C.** CONTRACTOR shall be required to submit a key to all locked doors to the police department and shall also provide a key or other device to turn off the alarm system.

**D. Failure to exercise Rights after Breach.** Failure of CITY to insist upon

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## AGREEMENT FOR VISITOR INFORMATION SERVICES

a strict performance of any of the duties, obligations, conditions or covenants contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions or covenants herein contained.

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

**F. Force Majeure.** Neither Party shall be considered to have Defaulted for failure or delay of performance if caused by: an act of war, hostility, or sabotage; labor strikes or actions; act of nature; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any license); or other event outside the reasonable control of the obligated party. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

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

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

Initials: \_\_\_/\_\_\_

# AGREEMENT FOR VISITOR INFORMATION SERVICES

**IN WITNESS WHEREOF**, this Agreement is executed by the CITY OF PALMER, pursuant to Resolution No.19-0XX authorizing the City Manager to execute the Agreement by and between CITY and CONTRACTOR,

CITY OF PALMER:

PALMER MUSEUM OF HISTORY  
AND ART

\_\_\_\_\_  
Nathan E. Wallace  
City Manager

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

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

Initials: \_\_\_/\_\_\_





**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on November 5, 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, Deputy Mayor
Julie Berberich	Sabrina Combs
Richard W. Best	Jill Valerius
Steve Carrington (arrived at 6:19 p.m.)	

Staff in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

**Main Motion: To Approve the Agenda**

Moved by:	Linda Combs
Seconded by:	Jill Valerius
Vote:	6 Yes/0 No/1 Absent (Carrington)
Action:	Motion Carried

**E. AUDIENCE PARTICIPATION**

None.

**F. NEW BUSINESS**

1. Committee of the Whole: Presentation of the 2020 Budget (note: action may be taken by the council following the committee of the whole)
  - a. 2020 City of Palmer Budget
  - b. 2020 City of Palmer Pay Plan
  - c. 2020 City of Palmer Fee Schedule
  - d. 2020 City of Palmer Fine Schedule
  - e. 2020 City of Palmer Capital Improvement Program

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

Topics addressed in the Committee of the Whole included:

- Insurance Update;

- Police Department;
- Fire Department;
- Public Works Department;
- Water and Sewer Enterprise Fund;
- Land Enterprise Fund;
- Solid Waste Enterprise Fund; and
- Community Development.

City Manager Wallace announced:

- Final insurance numbers came in one percent less, which puts \$50,252.00 into surplus. If Council chooses to not pass the increase onto the employees, the surplus would be \$42,552.00;
- The current health care trust the city is participating in may dissolve, so the human resources specialist was developing a request for proposal with anticipation it would be brought before the Council the first part of January; and
- Sales tax collections are above projections by \$16,000.00, which makes the expected 2019 ending fund balance \$250,000.00.

Mayor called a recess at 7:31 p.m. and reconvened the meeting at 7:41 p.m.

Council Member Best and Deputy Mayor L. Combs requested a report for the Depot's expansion for cold storage on the North end of the building.

The Council adjourned from Committee of the Whole at 8:36 p.m. and reconvened the regular meeting.

#### **G. RECORD OF ITEMS PLACED ON THE TABLE**

None.

#### **H. COUNCIL MEMBER COMMENTS**

No direction 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 8:41 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

## A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on November 12, 2019, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

## B. ROLL CALL

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

Edna DeVries, Mayor  
Julie Berberich  
Richard W. Best  
Steve Carrington

Linda Combs, Deputy Mayor  
Sabrena Combs  
Jill Valerius

Staff in attendance were the following:

Nathan Wallace, City Manager  
Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney  
Kara Johnson, Deputy City Clerk

## C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

## D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
  - a. **Action Memorandum No. 19-077:** Authorizing the City Manager to Extend the Contract for Audit Services with BDO USA, LLC for One Additional Year
  - b. **Action Memorandum No. 19-078:** Authorizing the City Manager to Purchase Ten Police Portable Radios in the Amount of \$50,544.40 Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to National Association of State Procurement Officers Pricing
  - c. **Action Memorandum No. 19-079:** Authorizing the City Manager to Execute the Consent of an Assignment and Assumption of Proprietary Lease Agreement Between Peter Drees and Travis H. and Megan E. Drake for Unit #7 of the Palmer Hangar Owners Association for PMA Lease No. 05-02 on Lease Lot 11, Block 3, Palmer Municipal Airport for the Purpose of Transferring the Individual Unit and All Future Consent to Assignment for the Assumption of Proprietary Lease Agreements between Individual Unit Owners/Sellers and Purchasers of the Palmer Hangar Owners Association for the Purpose of Transferring Units as the Situation Arises
  - d. **Action Memorandum No. 19-080:** Authorizing the City Manager to Negotiate and Enter into a Contract with Capital Industries, Inc. for the Purchase and Delivery of 26 Dumpsters and Associated Spare Parts in the Amount of \$34,1600
  - e. **Action Memorandum No. 19-081:** Authorizing the City Manager to Enter into a Sole Source Procurement and Execute a Contract with Alaska Pump & Supply, Inc. for Two Replacement Lift Station Pumps in the Amount of \$72,216.00
  - f. **Action Memorandum No. 19-082:** Accepting Commission Member Richard Best's Resignation from the Airport Advisory Commission
  - g. **Action Memorandum No. 19-086:** Accepting Board Member Kelly Turney's Resignation from the Board of Economic Development

2. Approval of Minutes of Previous Meetings
  - a. October 7, 2019, Special Meeting
  - b. October 8, 2019, Regular Meeting

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

Moved by:	L. Combs
Seconded by:	Carrington

**Primary Amendment #1: To Amend October 8, 2019, Minutes to Include Council Member Berberich Nominating Council Member S. Combs as Alternate Deputy Mayor**

Moved by:	Berberich
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

**Vote on Main Motion: To Approve the Agenda, Consent Agenda, and Minutes as Amended**

Vote:	Unanimous
Action:	Motion Carried

**E. AUDIENCE PARTICIPATION**

Ms. Susan Pougher, Matanuska-Susitna Borough Library Board, spoke about upcoming events for the City of Palmer Library.

Ms. Ailis Vann, Palmer Chamber of Commerce, requested support for Small Business Saturday.

**F. REPORTS**

1. City Manager’s Report

City Manager Wallace highlighted his written report.

2. City Clerk’s 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. NEW BUSINESS**

1. **Action Memorandum No. 19-083:** Directing the City Clerk to Notify the State of Alaska of the City Council’s Statement of Non-Objection to Liquor License No. 5854 for Bleeding Heart Brewery, Located at 562 S. Denali Street

**Main Motion: To Approve Action Memorandum No. 19-083**

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

2. **Action Memorandum No. 19-084:** Approving a Council Community Grant in the Amount of \$1,500.00 to the Greater Palmer Chamber of Commerce to Support Small Business Saturday in Palmer on November 30, 2019

**Main Motion: To Approve Action Memorandum No. 19-084**

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

3. **Action Memorandum No. 19-085:** Approving a City Council Member to Serve on the Alaska Municipal League Board of Directors for a Term Starting November 2019

**Main Motion: To Approve Action Memorandum No. 19-085 Supporting Council Member Richard W. Best to Run for the At Large Seat**

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

4. **Resolution No. 19-020:** Authorizing the City of Palmer to Join the Alaska Remote Seller Sales Tax Commission for the Purpose of Developing, Implementing, and Enforcing a Remote Sellers Sales Tax Code

**Main Motion: To Approve Resolution No. 19-020**

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

The Council took a recess from 7:40 p.m. to 7:48 p.m.

5. **Committee of the Whole:** Presentation of the 2020 Budget (note: action may be taken by the council following the committee of the whole)
  - a. 2020 City of Palmer Budget
  - b. 2020 City of Palmer Pay Plan
  - c. 2020 City of Palmer Fee Schedule
  - d. 2020 City of Palmer Fine Schedule
  - e. 2020 City of Palmer Capital Improvement Program

The Council entered into a Committee of the Whole at 7:49 p.m.

Topics addressed in the Committee of the Whole included:

- Finance;
- Airport;
- City Hall;
- Fine Schedule; and
- Fee Schedule.

The Council adjourned from Committee of the Whole at 8:36 p.m. and reconvened the Regular Meeting.

**H. RECORD OF ITEMS PLACED ON THE TABLE**

City Clerk Alley reported the Library Event Flyer was the Item Placed on the Table.

**I. AUDIENCE PARTICIPATION**

None.

**J. COUNCIL MEMBER COMMENTS**

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

**K. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:43 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor

**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on November 26, 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	Steve Carrington (participated telephonically)
Julie Berberich	Sabrena Combs
Richard W. Best (arrived at 6:05 p.m.)	Jill Valerius

Deputy Mayor Linda Combs was absent and excused.

Staff in attendance were the following:

Nathan Wallace, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	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:	S. Combs
Seconded by:	Valerius
Vote:	6 Yes/1 Absent (L. Combs)
Action:	Motion Carried

**E. AUDIENCE PARTICIPATION**

None.

**F. NEW BUSINESS**

1. Committee of the Whole: Presentation of the 2020 Budget (note: action may be taken by the council following the committee of the whole)
  - a. 2020 City of Palmer Budget
  - b. 2020 City of Palmer Pay Plan
  - c. 2020 City of Palmer Fee Schedule
  - d. 2020 City of Palmer Fine Schedule
  - e. 2020 City of Palmer Capital Improvement Program

The Council entered into a Committee of the Whole at 6:07 p.m.

The topic addressed was review of the Capital Improvement Projects (CIP).

The Council adjourned from Committee of the Whole at 6:53 p.m. and reconvened the Regular Meeting.

**G. RECORD OF ITEMS PLACED ON THE TABLE**

City Clerk Alley reported the revised CIP list was the Item 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 6:54 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor



**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on November 26, 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	Steve Carrington (participated telephonically)
Julie Berberich	Sabrina Combs
Richard W. Best	Jill Valerius

Deputy Mayor Linda Combs was absent and excused.

Staff in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  - a. **Action Memorandum No. 19-088:** Confirming the Mayor’s Nomination of Kenneth More, Shannon Jardine, and Christopher Shayne Reese for Appointment to the Airport Advisory Commission with Terms Ending December 31, 2022, and the Nomination of Leighton Lee for Appointment to the Seat with a Term Ending December 31, 2021
  - b. **Action Memorandum No. 19-089:** Confirming the Mayor’s Nomination of Peter Christopher and Janet Kincaid for Appointment to the Board of Economic Development with Terms Ending December 31, 2022, and the Nomination of Ronalee Moses for Appointment to the Seat with a Term Ending December 31, 2020
  - c. **Action Memorandum No. 19-090:** Confirming the Mayor’s Nomination of Shannon Connelly and Marilyn Bennett for Appointment to the Parks and Recreation Board with Terms Ending December 31, 2022, and the Nomination of Ryan Richard for Appointment to the Seat with a Term Ending December 31, 2021
  - d. **Action Memorandum No. 19-091:** Confirming the Mayor’s Nomination of Richard Benedetto and Kristy Thom Bernier for Appointment to the Planning and Zoning Commission with Terms Ending December 31, 2022
2. Approval of Minutes of Previous Meetings
  - a. October 22, 2019, Special Meeting
  - b. October 22, 2019, Regular Meeting
  - c. October 5, 2019, Special Meeting

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

Moved by:	Best
Seconded by:	Valerius
Vote:	6 Yes/1 Absent (L. Combs)
Action:	Motion Carried

## E. AUDIENCE PARTICIPATION

Mr. Imran Chaudhry testified regarding needle safety and drop boxes for used needles in the community.

## F. COMMUNICAITON AND APPEARANCE REQUESTS

1. Presentation from 4 A's Director of Development Petra Davis Regarding Support for a Needle Exchange Program

City Clerk Alley announced Ms. Petra Davis was unable to attend and requested the Mayor's permission for Ms. Venus Woods, Director of HIV Prevention & Education, to present in Ms. Davis' place.

Ms. Venus Woods explained Alaskan AIDS Assistance Association (Four A's) mission was to support and empower people living with or affected by HIV/AIDS and to work toward the elimination of HIV infection and stigma in all communities. She requested Council's support to park a mobile unit in Palmer at the Mat-Su Regional Medical Center/Urgent Care in Palmer and to have drop boxes for needles around the Community. Mayor DeVries suggested Ms. Woods contact Mat-Su Regional to request use of their private property and report back to the city if additional support is needed.

## G. REPORTS

1. City Manager's Report

City Manager Wallace highlighted what he learned at Alaska Municipal League (AML) Conference and thanked the Clerks office for handling the City's Social Media properly.

2. City Clerk's Report

City Clerk Alley shared her highlights from the Alaska Association of Municipal Clerks and AML Conferences.

3. Mayor's Report

Mayor DeVries highlighted her written report.

4. City Attorney's Report

None.

## H. NEW BUSINESS

1. **Action Memorandum No. 19-087:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to a New Winery Liquor License Application No. 5867 for Matanuska Brewing Company, Located at 513 South Valley Way

### Main Motion: To Approve Action Memorandum No. 19-087

Moved by:	Best
Seconded by:	Valerius
Vote:	7 Yes/1 Absent (L. Combs)
Action:	Motion Carried

Mayor Devries called a recess at 7:22 p.m. The meeting reconvened at 7:30 p.m.

2. **Committee of the Whole:** Presentation of the 2020 Budget (note: action may be taken by the council following the committee of the whole)
  - a. 2020 City of Palmer Budget

- b. 2020 City of Palmer Pay Plan
- c. 2020 City of Palmer Fee Schedule
- d. 2020 City of Palmer Fine Schedule
- e. 2020 City of Palmer Capital Improvement Program

The Council entered into a Committee of the Whole at 7:30 p.m. Topics addressed included the City Manager’s Office and City Council/Clerk budgets. The Council adjourned from Committee of the Whole at 8:42 p.m. and reconvened the Regular Meeting.

**I. RECORD OF ITEMS PLACED ON THE TABLE**

City Clerk Alley reported the flyers from Audience Participation, Four A’s speaker pamphlet, and the City Clerk’s Office Budget Stats were Items Placed on the Table.

**J. AUDIENCE PARTICIPATION**

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

**K. COUNCIL MEMBER COMMENTS**

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

Mayor DeVries called a recess at 8:52 p.m. The meeting reconvened at 9:01 p.m.

**L. EXECUTIVE SESSION**

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

**Main Motion: To Enter into Executive Session to Discuss Subjects that Tend to Prejudice the Reputation and Character of Any Person – City Clerk**

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

Council Member Carrington was excused from the meeting as teleconferencing is not allowed during Executive Session.

The Council entered into Executive Session at 9:03 p.m. and exited at 9:47 p.m. to reconvene the Regular Meeting.

**M. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 9:47 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

\_\_\_\_\_  
Edna B. DeVries, Mayor



**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on December 3, 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, Deputy Mayor
Julie Berberich (participated telephonically)	Sabrena Combs
Richard W. Best	Jill Valerius
Steve Carrington	

Staff in attendance were the following:

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

City Attorney Michael Gatti was absent.

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

**Main Motion: To Approve the Agenda**

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

**E. AUDIENCE PARTICIPATION**

None.

**F. NEW BUSINESS**

1. Committee of the Whole: Presentation of the 2020 Budget (note: action may be taken by the council following the committee of the whole)
  - a. 2020 City of Palmer Budget
  - b. 2020 City of Palmer Pay Plan
  - c. 2020 City of Palmer Fee Schedule
  - d. 2020 City of Palmer Fine Schedule
  - e. 2020 City of Palmer Capital Improvement

The Council entered into a Committee of the Whole at 6:02 p.m.

Topics addressed included Capital Improvement Projects, Blackboard, and elections.

Mayor DeVries called a recess at 7:24 p.m. The meeting reconvened at 7:34 p.m.

The Council adjourned from Committee of the Whole at 7:35 p.m. and reconvened the Special Meeting.

## **G. PUBLIC HEARINGS**

1. 2<sup>nd</sup> Public Hearing on the 2020 Budget for:
  - a. **Resolution No. 20-001:** Adopting the 2020 City of Palmer Employee Pay Plan
  - b. **Resolution No. 20-002:** Adopting the 2020 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020
  - c. **Resolution No. 20-003:** Adopting the 2020 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020
  - d. **Resolution No. 20-004:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020
  - e. **Resolution No. 20-005:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020, and Appropriating Monies

Mayor DeVries opened the public hearing on Resolution No. 20-001, Resolution No. 20-002, Resolution No. 20-003, Resolution No. 20-004, and Resolution No. 20-005.

Mr. Mike Chmielewski testified on public access to the internet at the Depot.

Hearing no objection from the Council, the public hearing was closed and requested revised Capital Improvement Project List and recommended amendments list.

## **H. RECORD OF ITEMS PLACED ON THE TABLE**

City Clerk Alley reported CIP list and list of recommended amendments were Items Placed on the Table.

## **I. COUNCIL MEMBER COMMENTS**

Council Member S. Combs requested Council's consideration for 2019 bonuses for employees. Council Member Valerius expressed support.

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

## **J. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 7:54 p.m.

**Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

\_\_\_\_\_  
Edna B. DeVries, Mayor



**Building Department Report  
 NOVEMBER 2019**

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	4	\$885,190.00	\$6,650.00	\$2,824.25
Sign Permit	0	\$0.00	\$0.00	
Fence Permit	0	\$0.00	\$0.00	
<b>Totals</b>	<b>4</b>	<b>\$885,190.00</b>	<b>\$6,650.00</b>	<b>\$2,824.25</b>

**TYPE OF PERMITS:**

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Episcopal Diocese of Alaska	\$10,000.00	COM Alteration	\$201.50	\$130.75
Miller Investments	\$4,090.00	COM Alteration	\$123.75	\$80.25
Spinell Homes, Inc.	\$291,900.00	RES New	\$2,304.00	
Greenstreet Investments LLC	\$579,200.00	COM New	\$4,020.75	\$2,613.25

**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	106	44	15	\$22,158,233.00	\$122,659.65	
2011	113	24	24	\$7,892,027.00	\$67,955.25	
2012	93	33	12	\$21,450,341.00	\$137,489.50	
2013	92	26	19	\$12,433,959.00	\$92,530.00	
2014	103	34	12	\$16,401,333.00	\$121,305.25	
2015	95	27	13	\$11,253,279.00	\$97,526.75	
2016	89	37	19	\$38,493,202.00	\$204,556.75	\$38,118.25
2017	87	22	17	\$6,187,869.00	\$57,413.85	\$20,712.25
2018	103	33	13	\$17,200,721.00	\$130,485.12	\$51,136.50
2019	106	27	18	\$29,813,712.00	\$176,261.75	\$90,644.00

**Radio Free Palmer Inside the City schedule:** City Manger Dec 13, Mayor Dec 20, City Manager Dec 27

*City Manager on vacation December 23-27, 2019*





# **Mayor's Memo**

**Council Meeting report for council Meeting  
on December 10, 2019**

**Thanks to all who submitted applications for  
appointments to the City of Palmer's  
Boards and Commissions**

**COLONY CHRISTMAS 12/13-15**

**MAYOR/MANAGER 12/19, 1/16**

**RADIO FREE PALMER 12/20**

**MERRY CHRISTMAS AND HAPPY NEW YEAR**

**LEGISLATIVE TOWN HALL 1/4/20 – WASILLA SENIOR  
CENTER**

**We want and value your input and participation.**

*Edna DeVries Mayor*

**907-355-9933    [edevries@palmerak.org](mailto:edevries@palmerak.org)**



**LEGISLATIVE HISTORY**

Introduced by: City Manager Wallace  
Date: October 22, 2019  
1<sup>st</sup> Public Hearing: October 22, 2019  
2<sup>nd</sup> Public Hearing: December 3, 2019  
3<sup>rd</sup> Public Hearing: December 10, 2019  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-001**

**A Resolution of the Palmer City Council Adopting the City of Palmer Employee Pay Plan**

WHEREAS, the City of Palmer wishes to approve the attached pay plan for the compensation of employees.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends its employee compensation pay plan by adopting the attached "City of Palmer Pay Plan - January 1, 2020" with effective date of the pay plan to be January 1, 2020.

**Approved** by the Palmer City Council this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

CITY OF PALMER PAY PLAN -- January 1, 2020

Implement: 1/1/2020

Approved:

LEVEL	Level Classification by Job Title		Steps									Longevity Steps*					
			1	2	3	4	5	6	7	8	9	A	B	C	D	E	F
1		Hourly	11.73	12.17	12.61	13.07	13.57	14.06	14.58	15.12	15.69	16.19	16.72	17.27	17.85	18.44	19.05
		Bi-weekly	938.40	973.60	1008.80	1045.60	1085.60	1124.80	1166.40	1209.60	1255.20	1295.20	1337.60	1381.60	1428.00	1475.20	1524.00
		Annual	24,398	25,314	26,229	27,186	28,226	29,245	30,326	31,450	32,635	33,675	34,778	35,922	37,128	38,355	39,624
2	Seasonal Arena Attendant Janitor/ Light Maintenance Library Technician Seasonal Groundskeepers / LT Maintenance	Hourly	13.28	13.76	14.28	14.80	15.36	15.92	16.52	17.15	17.79	18.38	18.98	19.61	20.25	20.93	21.63
		Bi-weekly	1062.40	1100.80	1142.40	1184.00	1228.80	1273.60	1321.60	1372.00	1423.20	1470.40	1518.40	1568.80	1620.00	1674.40	1730.40
		Annual	27,622	28,621	29,702	30,784	31,949	33,114	34,362	35,672	37,003	38,230	39,478	40,789	42,120	43,534	44,990
3	Library Assistant Library Specialist Receptionist & Cashier	Hourly	14.80	15.36	15.92	16.52	17.15	17.79	18.46	19.16	19.88	20.54	21.22	21.93	22.66	23.42	24.21
		Bi-weekly	1184.00	1228.80	1273.60	1321.60	1372.00	1423.20	1476.80	1532.80	1590.40	1643.20	1697.60	1754.40	1812.80	1873.60	1936.80
		Annual	30,784	31,949	33,114	34,362	35,672	37,003	38,397	39,853	41,350	42,723	44,138	45,614	47,133	48,714	50,357
4	Admin Assistant: City Manager, Library Receptionist & Cashier	Hourly	16.30	16.91	17.55	18.21	18.90	19.61	20.35	21.13	21.93	22.66	23.41	24.21	25.02	25.86	26.73
		Bi-weekly	1304.00	1352.80	1404.00	1456.80	1512.00	1568.80	1628.00	1690.40	1754.38	1812.80	1872.80	1936.80	2001.60	2068.80	2138.40
		Annual	33,904	35,173	36,504	37,877	39,312	40,789	42,328	43,950	45,614	47,133	48,693	50,357	52,042	53,789	55,598
5	Admin Asst - Public Safety, Public Works, Community Development, Mayor/Council Clerk Planning & Code Compliance Tech Maintenance Worker, Seasonal Arena Specialist Seasonal Arena Operations Assistant Groundskeeper Foreman	Hourly	17.86	18.54	19.24	19.97	20.73	21.52	22.33	23.19	24.07	24.89	25.72	26.59	27.48	28.41	29.37
		Bi-weekly	1428.80	1483.20	1539.20	1597.60	1658.40	1721.60	1786.40	1855.20	1925.60	1991.20	2057.60	2127.20	2198.40	2272.80	2349.60
		Annual	37,149	38,563	40,019	41,538	43,118	44,762	46,446	48,235	50,066	51,771	53,498	55,307	57,158	59,093	61,090
6	Accounting Technician I, Dispatcher I Evidence & Records Custodian Lib Srvs Coordinator, W/WW Operator I Solid Waste Collector, Mechanic I	Hourly	19.41	20.14	20.90	21.70	22.53	23.38	24.28	25.21	26.17	27.06	27.97	28.91	29.89	30.90	31.95
		Bi-weekly	1552.80	1611.20	1672.00	1736.00	1802.40	1870.40	1942.40	2016.80	2093.60	2164.80	2237.60	2312.80	2391.20	2472.00	2556.00
		Annual	40,373	41,891	43,472	45,136	46,862	48,630	50,502	52,437	54,434	56,285	58,178	60,133	62,171	64,272	66,456
7	Building Inspector, Dispatcher II Equipment Operator, Mechanic Police Officer I, Support Services Specialist Utility Meter Reader & Laborer W/WW Operator II	Hourly	20.94	21.74	22.57	23.42	24.33	25.27	26.22	27.23	28.28	29.24	30.23	31.25	32.31	33.41	34.54
		Bi-weekly	1675.20	1739.20	1805.60	1873.60	1946.40	2021.60	2097.60	2178.40	2262.40	2339.20	2418.40	2500.00	2584.80	2672.80	2763.20
		Annual	43,555	45,219	46,946	48,714	50,606	52,562	54,538	56,638	58,822	60,819	62,878	65,000	67,205	69,493	71,843
8	Accounting Technician II Arena Manager, Deputy City Clerk Utilities Foreman	Hourly	22.47	23.32	24.22	25.14	26.11	27.12	28.16	29.24	30.37	31.40	32.46	33.56	34.69	35.87	37.09
		Bi-weekly	1797.60	1865.60	1937.60	2011.20	2088.80	2169.60	2252.80	2339.20	2429.60	2512.00	2596.80	2684.80	2775.20	2869.60	2967.20
		Annual	46,738	48,506	50,378	52,291	54,309	56,410	58,573	60,819	63,170	65,312	67,517	69,805	72,155	74,610	77,147
9	Dispatch Supervisor Fire Training Coordinator Police Officer II	Hourly	24.01	24.94	25.88	26.88	27.92	29.01	30.13	31.30	32.51	33.61	34.75	35.94	37.15	38.42	39.73
		Bi-weekly	1920.80	1995.20	2070.40	2150.40	2233.60	2320.80	2410.40	2504.00	2600.80	2688.80	2780.00	2875.20	2972.00	3073.60	3178.40
		Annual	49,941	51,875	53,830	55,910	58,074	60,341	62,670	65,104	67,621	69,909	72,280	74,755	77,272	79,914	82,638
10	Airport Superintendent Library Director Police Sergeant Police Detective Sergeant	Hourly	25.53	26.52	27.54	28.60	29.71	30.85	32.05	33.29	34.59	35.76	36.99	38.24	39.55	40.90	42.30
		Bi-weekly	2042.40	2121.60	2203.20	2288.00	2376.80	2468.00	2564.00	2663.20	2767.20	2860.80	2959.20	3059.20	3164.00	3272.00	3384.00
		Annual	53,102	55,162	57,283	59,488	61,797	64,168	66,664	69,243	71,947	74,381	76,939	79,539	82,264	85,072	87,984
11	Commander, Finance Manager Human Resource Specialist Maintenance Superintendent	Hourly	27.07	28.11	29.19	30.31	31.49	32.71	33.98	35.30	36.67	37.92	39.21	40.55	41.93	43.36	44.84
		Bi-weekly	2165.60	2248.80	2335.20	2424.80	2519.20	2616.80	2718.40	2824.00	2933.60	3033.60	3136.80	3244.00	3354.40	3468.80	3587.20
		Annual	56,306	58,469	60,715	63,045	65,499	68,037	70,678	73,424	76,274	78,874	81,557	84,344	87,214	90,189	93,267
12	Directors: Community Development Finance, Public Works Fire Chief, Police Chief	Hourly	33.92	35.24	36.61	38.03	39.51	41.05	42.65	44.32	46.04	47.62	49.26	50.94	52.70	54.51	56.38
		Bi-weekly	2713.60	2819.20	2928.80	3042.40	3160.80	3284.00	3412.00	3545.60	3683.20	3809.60	3940.80	4075.20	4216.00	4360.80	4510.40
		Annual	70,554	73,299	76,149	79,102	82,181	85,384	88,712	92,186	95,763	99,050	102,461	105,955	109,616	113,381	117,270

\*Pay Increments for Longevity

Step A	When an employee reaches step A, B or C of their assigned pay level, the employee shall remain at step A, B or C for two (or more) years. When the employee completes two (or more) years at step A, B, or C the employee moves to step B, C or D of the Pay
Step B	Plan and is eligible for the increase indicated in step B, C or D; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step C	

Step D	When an employee reaches step D or E of their assigned pay level, the employee shall remain at step D or E for three (or more) years. When the employee completes three (or more) years at step D or E, the employee moves to step E or F of the Pay Plan
Step E	and is eligible for the increase indicated in step E or F; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step F	When an employee reaches the end of the pay scale (step F), the employee is no longer entitled to a step increase.

Note: Employees in longevity are prohibited from skipping steps and must remain at each step as indicated.

**LEGISLATIVE HISTORY**

Introduced by: City Manager Wallace  
Date: October 22, 2019  
1<sup>st</sup> Public Hearing: October 22, 2019  
2<sup>nd</sup> Public Hearing: December 3, 2019  
3<sup>rd</sup> Public Hearing: December 10, 2019  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-002**

**A Resolution of the Palmer City Council Adopting the 2020 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020**

WHEREAS, portions of the Palmer Municipal Code refer to fees "established in the current, adopted budget"; and

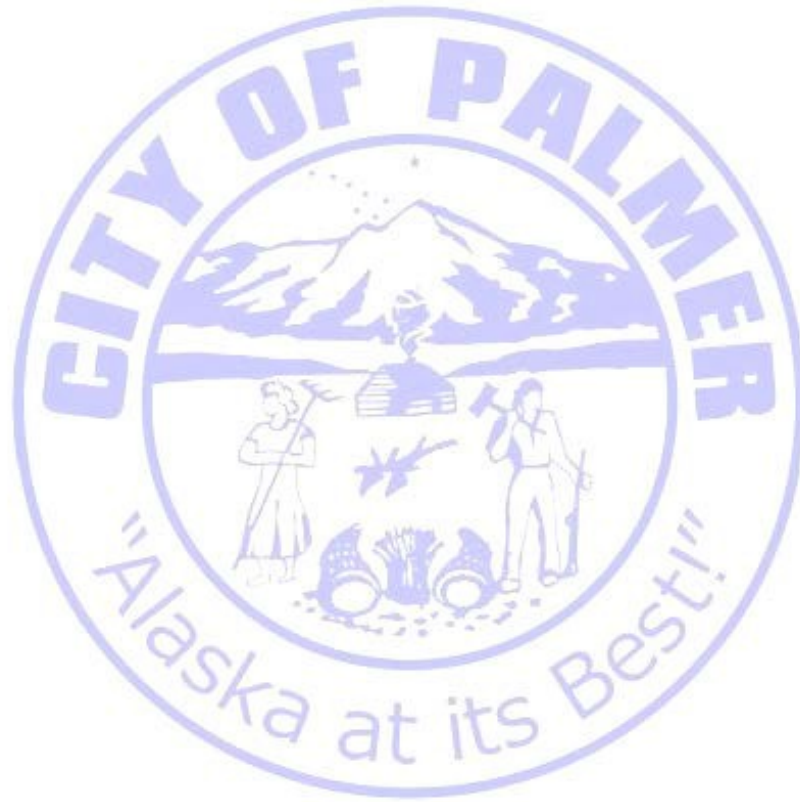
WHEREAS, the Fee Schedule establishes the fees for 2020 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fee schedule for a period of one (1) year, that being from January 1, 2020, through December 31, 2020.

**Approved** by the Palmer City Council this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk



# **City of Palmer**

## **2020 Fee Schedule**

**(Adopted by Resolution No. 20-002)**

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<b>Airport Fees</b>	
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Transient (per day)	\$ 5
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Monthly Apron C (6-33, 39-45) 33'x44' Monthly	\$ 30
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Quarterly Apron C (6-33, 39-45) 33'x44' Quarterly	\$ 85
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Annual Apron C (6-33, 39-45) 33'x44' Annual	\$ 310
Aircraft Tie Down Space Apron B (1-39)	\$ 30
Aircraft Tie Down Space Apron B (1-39)	\$ 85
Aircraft Tie Down Space Apron B (1-39)	\$ 310
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'X61' Monthly	\$ 50
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'X61' Quarterly	\$ 145
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'X61' Annual	\$ 550
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Transient (per day)	\$ 50
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Quarterly	\$ 275
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Annual	\$ 1,050
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Transient (per day)	\$ 85
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Quarterly	\$ 500
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Annual	\$ 1,950
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Transient (per day)	\$ 100
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Quarterly	\$ 600
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Annual	\$ 2,350
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient (per day)	\$ 25
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Monthly	\$ 110
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Quarterly	\$ 315
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Annual	\$ 1,210
Aircraft Impoundment Fee	\$ 400
Storage fee for impounded aircraft (per month)	\$ 200
Airport Lease Application Fee	\$ 500
Fuel Flowage Fee (per gallon delivered)	\$ .05
*All Tie Down Spaces add 3% sales tax except transient rate. Transient rate is for stay greater than 4 hours per day on airport grounds. Rates are not pro-rated.	

<b>Animal Control Fees</b>	
Animal license – dog/cat (three-year license – expires three years from date of issue)	\$ 10
Lost tag – animal license (expires three years from original issue date)	\$ 2.50
Animal impound (per animal)	\$ 30
Dangerous/vicious animal registration (one-time fee)	\$ 25



### Appeals

Appeal to hearing officer regarding a decision of the Planning and Zoning Commission:

Nonrefundable application filing fee	\$ 30
Deposit for preparation of the appeal record	\$ 50

### Application Filing Fees (Filing fees are nonrefundable)

Mobile home park	\$ 500
Large Retail Establishment	\$ 500
Conditional Use Permit	\$ 250
Variance Request	\$ 250
Planned Unit Development (PUD)	\$ 250
Zone Change/Palmer Municipal Code Text Amendment	\$ 250
Accessory Dwelling Unit	\$ 50
Short Term Rental and Annual Renewal	\$ 75

### Building Inspector Inspection Services and Fees

Inspections outside normal business hours (per hour)*	\$ 125
Re-inspection fees assessed under provisions of Section 305.8 of the 97 UAC (per hour)*	\$ 100
Inspection for which no fee is specifically indicated (per hour)*	\$ 100
For use of outside consultants for plan check and inspections, – actual costs**	\$

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. There is a two hour minimum and this cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs

### Building Permit Fees Based on Total Valuation

Total Valuation:	Fee:	Additional Fee
\$1 to \$500	\$ 26	
\$501 to \$2000	\$ 26	for the first \$500 plus \$3.40 for each additional \$100, or fraction thereof, to and including \$2000
\$2001 to \$25,000	\$ 77	for the first \$2000 plus \$15.59 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$ 435.50	for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$ 716.75	for the first \$50,000 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$ 1,106.75	For the first \$100,000 plus \$6.24 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$ 3,602.75	For the first \$500,000 plus \$5.28 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$ 6,242.75	for the first \$1,000,000 plus \$4.06 for each additional \$1,000, or fraction thereof

<b>Business Licenses</b>	
Business License:	
Annual license	\$ 25
Biennial license	\$ 50
State Fair License (duration of Fair – not transferable to annual license)	\$ 25
Special Event License (duration of the special event up to three days (not transferable to annual license)	\$ 10
Door to Door Solicitors License (non-refundable annual fee)	\$ 50
Business License – failure to apply before business opens:	\$ 25
Business License – late filing fee:	
Through February 1	\$ 25
Additional fee on March 1 (not to exceed \$50)	\$ 25
State Fair vendors failure to apply for a business license by the first day of the Fair.	\$ 25
State Fair vendors additional fee on September 8	\$ 25
Special Event License	\$ 10
Business License – failure to display business license:	\$ 25
Door to Door Solicitors License Reprint – full application process	\$ 50
Copy of Business License list	\$ 25

<b>Community Center (Railroad Depot) Rental</b>		
<b>Rental Period ----- 8 am to Midnight</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Daily: Monday through Thursday	\$ 225	\$ 150
Daily weekend: Friday through Sunday	\$ 275	\$ 150
<b>Recurring Use</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Minimum rental of 15 calendar days per year:		
Monday through Thursday	\$ 165	\$ 150
Friday through Sunday	\$ 190	\$ 150

\* If use drops below number required for rate assessed due to cancellations, rental fee will be assessed from applicable rental period stated above.

<b>***CANCELLATION POLICY***</b>	
<b>If 45 or more days notice</b>	Full Refund rental rate and deposit
<b>If less than 45 days notice</b>	City keeps deposit and one day rental
<b>If rental 3 consecutive days or more</b>	Cancel <b>60 days</b> in advance – Full refund
<b>If rental 3 consecutive days or more</b>	Cancel <b>less than 60 days</b> in advance – City keeps deposit and one day rental

<b>Community Center (Railroad Depot) Rental Miscellaneous Fees</b>	
Security Deposit	\$ 150
Screen Remote Deposit	\$ 65
Screen Usage Fee	\$ 10
Public Announcement System Usage Fee	\$ 20
Re-hanging of ceiling noise baffles (per hour basis)	\$ 55
Lost key fee	\$ 106
Cleaning (if more than two hours is required – per hour basis)	\$ 75

Note: there is a two hour minimum overtime fee for any City employee called out after work hours for any problems.

<b>Election Fees</b>	
Recount ballot application deposit (per precinct)	\$ 150

### Equipment Rental

Equipment rental and dry equipment rates when City must repair damages to City property. Labor costs are in addition to these rates.

Compactor	\$ 35
Compressor	\$ 60
Generator	\$ 80
Push Mower	\$ 25
Backhoe & Attachment	\$ 95
Bucket Truck	\$ 95
Cement Mixer	\$ 45
Chainsaw	\$ 30
Cut Off Saw	\$ 25
Drain Cleaner	\$ 50
Dredge	\$ 200
Dump/Flat Bed	\$ 65
Dump Trucks (8 yard)	\$ 105
Garbage Truck	\$ 100
Graders	\$ 122
Hot Patcher	\$ 75
Jumping Jack	\$ 35
Front End Loader	\$ 98
Riding Mower	\$ 55
Paver	\$ 65
Pickup Truck	\$ 40
Plow/Sand Truck (large)	\$ 105
Pressure Washer	\$ 25
Road Striper Power Liner	\$ 45
Rototiller	\$ 35
Snow Blower	\$ 210
Spreader	\$ 25
Steam Truck	\$ 95
Street Sweeper	\$ 98
Trac Star Fusion Machine (per hour, 4 hour min) monthly price = \$19,000, monthly fee can be pro-rated	\$ 115
Trailer	\$ 55
Trash Pump	\$ 25
Vactor	\$ 95
Water/Sewer/Maintenance Utility Trucks	\$ 40
Weed Blower	\$ 25
Weed Whacker	\$ 25

<b>False Alarms</b>	
<b>False Burglar Alarm Fees (Within a 12 month period):</b>	
First false alarm	\$ 0
Second false alarm	\$ 0
Third false alarm	\$ 75
Fourth false alarm	\$ 100
Fifth false alarm	\$ 125
Sixth false alarm	\$ 150
Seventh false alarm	\$ 175
Eighth false alarm	\$ 200
Ninth false alarm	\$ 225
Tenth false alarm	\$ 250
Each false alarm in excess of ten	\$ 300
<b>False Fire Alarm Fees (Within a 12 month period):</b>	
First false alarm	\$ 0
Second false alarm	\$ 300
Third false alarm	\$ 350
Fourth false alarm	\$ 400
Each false alarm in excess of four	\$ 400

<b>Fire Equipment Items</b>	
Fire/Rescue Apparatus, each (Includes STD Tools on Vehicle) ** (per day)	\$ 500
Portable Fire Pumps ** (per hour)	\$ 50
Portable Tank (per day)	\$ 50
Fire Hose, each section (all sizes) (per day)	\$ 20
Self-contained Breathing Apparatus (SCBA) ** (per day)	\$ 100
SCBA Spare Cylinder (includes refilling) (per day)	\$ 25
Additional fees will be charged for replacement of consumable items used (i.e. fuel for fires, wood supplies, etc.)	

\*\* Additional fees will be charged for an Operator/Supply Officer of these items at the rate of \$18 per hour.

<b>Fire Training Center Rental Fees</b>	
Classroom, each (per day, includes A/V and restrooms)	\$ 100
Copy machine (per copy)	\$ .30
CPR Mannequins, each (per day)	\$ 20
First-aid Training Kit (per day)	\$ 10
Airway Training Kit (per day)	\$ 20
Firefighting Small Classroom Props (per day)	\$ 10
Fire Behavior Carmody Kit (per day)	\$ 20
Hydrant Cutaway Large Prop (per day)	\$ 20
Pump Cutaway Large Prop (per day)	\$ 20
Training ground (per day, includes hydrant usage and field)	\$ 80

<b>Fire Training Ground Items</b>	
Smoke house (per hour)	\$ 30
Smoke Generator Machine ** (per day)	\$ 20
Tower Building (per hour)	\$ 30
Burn Room ** (per hour)	\$ 50
Confined Space and Technical Rescue Props (per hour)	\$ 30
Vehicle Extrication Training Grounds (per day – approximately)	\$ 100
Roof Simulator ** (per hour)	\$ 30
Hazmat Props (per hour)	\$ 20
Live Fire Class A Exterior Props ** (per hour)	\$ 20
Live Fire Class B Exterior Props ** (per hour)	\$ 50
Portable Fire Extinguishers 2.5 LB (per day)	\$ 10
Portable Fire Extinguishers 20 LB (per day)	\$ 10
Portable Fire Extinguishers 10 LB (per day)	\$ 15

<b>Miscellaneous</b>	
Notary fee	\$ 5
Non-Sufficient Funds (NSF) (per item)	\$ 30
Administrative fees on credit card charges of \$5,000 or higher (in person or phone transactions only)	3%

<b>MTA Events Center</b>	
Events Center Rental (ice covered) per day	\$ 2,500
Events Center Rental (dry floor) per hour – up to 8 hours	\$ 150
Events Center Rental (dry floor) per day	\$ 1,500
Prime Ice Hour (September through March) (M-F 5 – 10 pm) (Sat-Sun 6 am – 10 pm) (Per hour)	\$ 200
Non-Prime Ice Hour (M-F 8:00 AM – 5:00 PM) (Per hour)	\$ 155
Paid Gate (Ice) Event Hourly	\$ 220
<b>Curling per hour</b>	<b>\$ 155</b>
Public Skate <b>Youth</b> Ages 5-16 (under 5 – Free)	\$ 4
Public Skate <b>Adult</b> Ages 17-59	\$ 5
Public Skate <b>Senior</b> Ages 60+	\$ 4
Public Skate Family Pass (up to 4 people, each additional is \$2)	\$ 15
Public Skate <b>Youth &amp; Senior 10 punch card</b> (Ages 5-16, 60+)	\$ 35
Public Skate <b>Adult 10 punch card</b> (Ages 17-59)	\$ 45
Freestyle all ages	\$ 5
Freestyle 5 punch card	\$ 25
Skate Rental	\$ 3
Skate Rental 10 punch card	\$ 25
Skate Sharpen	\$ 7
Skate Sharpen 10 punch card	\$ 60
Shinny Hockey	\$ 7
Shinny Hockey 10 punch card	\$ 60
<b>Stick Time</b>	<b>\$ 5</b>
<b>Stick Time 10 punch card</b>	<b>\$ 45</b>
Broomball	\$ 5
Birthday Party (up to 15 skaters, \$5 per additional skater)	\$ 75
School/Youth Organization Group Rate (per skater)	\$ 3

Homeschool Hockey (per person)	\$ 8
Homeschool Hockey 5 Punch Card	\$ 40
Gym (daily)	\$ 5
Gym (monthly)	\$ 25

<b>Neighborhood Park Development Fee Schedule</b>	
Dwelling Type:	
Single Family (per dwelling unit)	\$ 200
Multi-family (per dwelling unit)	\$ 150
Mobile home (per dwelling unit)	\$ 150

<b>Palmer Public Library Fees</b>	
Overdue items (per day, maximum \$5 per item)	\$ .25
Library community room rental (per hour with two hour minimum)	\$ 25
Library community room rental (nonprofit – annually, entitles renter one use per month)	\$ 100
Copying fee (per page)	\$ .25
Replacement library cards	\$ 3
Temporary card (4 months)	\$ 10
<b>Damaged Books</b>	
Chewed edge corner (per corner)	\$ 2
Defaced pages (per page or replacement cost)	\$ 2
Torn pages in book that cannot be repaired (replacement cost)	\$ TBD
Torn pages in book that can be repaired (per page)	\$ 2
Repeated dog eared pages (per book)	\$ 2
Chewed spine (top or bottom)	\$ 2
Rebinding (replacement cost of item plus administrative fee)	\$ TBD
Water/fluid damage (replacement cost plus administrative fee)	\$ TBD
Mildew (replacement cost plus administrative fee)	\$ TBD
Missing barcodes and spine labels on any library item (per item)	\$ 1
Missing or damaged any library item jacket or case	\$ 2
Lost or Damaged book Bag (replacement cost)	\$ TBD
Items returned to wrong book drop	\$ 1
Administrative reprocessing fee for lost or damaged books, DVD, audios, E-Readers	\$ 5
<b>Damaged Videos/DVDs/CDs:</b>	
Damaged video, DVD, or CD (actual cost of repair plus administrative fee)	\$ TBD
Taping over a library video (replacement cost plus administrative fee)	\$ TBD
Broken or lost case	\$ 5
<b>Damaged Audio Tapes:</b>	
Replacement (actual replacement cost)	\$ TBD
<b>Equipment:</b>	
E-Readers (actual replacement cost)	\$ TBD
Equipment loaned out (per day) plus \$100 refundable deposit	\$ 5
Damages to equipment (actual repair cost plus administrative fee)	\$ TBD

<b>Permits</b>	
Itinerant Vendor permit	\$ 50

Fence permits	\$	26
Non-electrical sign permit (base fee plus \$1.50 per sq. ft of sign area)	\$	25
Electrical sign permit (base fee plus \$3 per sq. ft of sign area)	\$	50
Loud equipment permit (valid for eight hours)	\$	25
Noise permit	\$	25
Water/Sewer Permits:		
Connection fee – water (new construction)	\$	400
Connection fee – sewer (new construction)	\$	400
Disconnect/abandonment fee – water (back to main)	\$	500
Disconnect/abandonment fee – sewer (back to main)	\$	500
Encroachment Permit (before construction)	\$	150
Encroachment Permit (after construction)	\$	250

<b>Public Information Requests</b>		
Copies (per page)	\$	.25
Copies of drawings, plans, books, etc. – actual cost	\$	
Audio recording (per meeting)	\$	15
Public Safety audio recordings (per individual incident)	\$	20
Police Video Recording (per individual incident)	\$	20
Fire Report Copy	\$	20
Charge for staff time above five hours for research/copying costs – actual personnel cost	\$	

<b>Sales Tax</b>		
Sales Tax Rate (\$1,000 cap per item/service)		3%
Sales Tax – late filing fee	\$	20
Sales Tax – delinquency tax interest rate – per year		8%
Sales Tax – late payment penalty a penalty of 5% of the tax for each month late after the due date, until total penalty of 15% has been accrued.	\$	
Sales Tax – collection upon sale – failure to collect	\$	150
Sales Tax – lien for tax, interest, and administration costs for penalties violation	\$	150
Sales Tax – PMC 3.16.260 – violation	\$	150
Contractor Certification of Exemption (for sales tax/per calendar year)	\$	150
Owner/Builder Exemption (for sales tax/per calendar year)	\$	30



<b>Special Assessments</b>	
Special Assessment District billing fee	\$ 3
Special Assessment Interest Rate	3%
Special Assessment Penalty Rate	3%

<b>Utilities</b>	
Deposit – water and sewer (new active customers)	\$ 100
Utility late fees (percentage of balance owed)	10%
Service call fee	\$ 25
Connection/Disconnect fee for residential customers	\$ 25
Door tag fee for non-payment of prior months' utility bill	\$ 15
Transfer Tenant Utilities to Landlord for non-payment	\$ 15
Miscellaneous Repair Work hourly labor rate, contact the Department of Public Works for material costs	\$ 50
After Hours/Holiday/Weekend Inspection Fee (hourly)	\$ 125
Online Utility Payments Convenience Fee (transaction limit - \$5,000)	\$ 2.25
<b>Monthly Water Rates:</b>	
0 to 5,000 gallons (plus meter charge plus sales tax)	\$ <del>18.80</del> 18.25
Over 5,000 gallons (plus meter charge and <del>\$0.365</del> per 100 gallons plus sales tax) \$0.376	\$ <del>18.80</del> 18.25
Bulk Water Rate (per gallon)	\$ <del>0.042</del>
<b>Monthly Wastewater Rates:</b>	
0 to 5,000 gallons (plus sales tax)	\$ <del>35.75</del> 34.70
Over 5,000 gallons (plus <del>\$0.694</del> per 100 gallons plus sales tax) \$0.715	\$ <del>35.75</del> 34.70
Dump Station Fee (per month)	\$ <del>165</del> 160
<b>Monthly Meter Charges:</b>	
5/8" meter (plus sales tax)	\$ <del>14.50</del> 14.05
3/4" meter (plus sales tax)	\$ <del>20.90</del> 20.30
1" meter (plus sales tax)	\$ <del>37.00</del> 35.90
1 1/2" meter (plus sales tax)	\$ <del>83.55</del> 81.10
2" meter (plus sales tax)	\$ <del>148.10</del> 143.80
3" meter (plus sales tax)	\$ <del>332.45</del> 322.75
4" meter (plus sales tax)	\$ <del>592.35</del> 575.10
6" meter (plus sales tax)	<del>\$1,332.70</del> \$ 1,293.90
8" meter (plus sales tax)	<del>\$2,369.20</del> \$ 2,300.20
Hydrant Meter Connection (3" Bulk) (per month plus \$.01 per gallon) (plus sales tax)	\$ <del>283</del> 275
<b>Unmetered Wastewater Service Rates:</b>	
Unmetered wastewater service flat rate, 4 inch service line (plus sales tax)	\$ <del>40.00</del> 34.70
Unmetered wastewater service flat rate, 6 inch service line (plus sales tax)	\$ <del>60.00</del> 52.10

**Summer Sewer Rates:**

**Residential Rates:**

Because summer month water consumption for residential customers increases due to lawn and garden irrigation without a related increase in the use of sewer service, residential customers shall be charged for water actually used for each month of the year, but their sewer service charges for each of the billing cycles to include the months of May, June, July and August shall be set to the flat rate fee equivalent to 0 - 5000 gallons of waste water usage plus sales tax as outlined in the current fee schedule.

**Commercial Rates:**

Commercial users may install separate water meters to meter water used exclusively for irrigation purposes during the months of May, June, July and August, provided that the commercial customer pays for the purchase and installation of a separate water meter for that purpose, and such installation is approved by the utility. The customer shall pay fees for all water used, but the amount of water used for irrigation through an irrigation system water meter will be deducted from the commercial account's total metered water consumption for the purpose of calculating monthly charges for sewer service.

<b>Treatment Rates:</b>	
0 - 5000 gallons (plus sales tax)	\$56.80 55.15
Over 5001 gallons (plus \$1.10 per 100 gallons) (plus sales tax)	\$56.80 55.15
<b>Solid Waste Collection:</b>	
Weekly refuse collection service (per month plus sales tax) 96 gallon can	\$ 28 27
Weekly refuse collection service (per month plus sales tax) 64 gallon can	\$ 22 21
Each additional container/bag 30 lb or less (per item)	\$ 5
64 and 96 gallon Residential Container Replacement cost	\$ 100
Oversize/special Item Collection/Disposal Fee	\$ 30
Freon Removal Fee	\$ 25
On-Call Dumpster (Residential <b>Only</b> ) Monthly Fee	\$ 50
<b>On-Call Commercial Dumpster (other Dumpster Service Required) – Monthly Fee</b>	<b>\$ 50</b>
Disconnected Utility Container Removal Fee	\$ 10
Container Loss Recovery Fee	\$ 25
Container Delivery/Removal fee	\$ 10
Unscheduled Service Fee (different collection vehicle required)	\$ 40
Three Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 30 29
Four Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 38 36.75
Eight Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 74 71.50
Three Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 120 116
Three Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 240 232
Three Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 360 348
Four Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 152 147
Four Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 304 287
Four Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 456 430
Eight Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 296 287
Eight Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 592 573
Eight Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 888 861
Locking Dumpster (three or four yard includes delivery and pickup)	\$ 175

**LEGISLATIVE HISTORY**

Introduced by: City Manager Wallace  
Date: October 22, 2019  
1<sup>st</sup> Public Hearing: October 22, 2019  
2<sup>nd</sup> Public Hearing: December 3, 2019  
3<sup>rd</sup> Public Hearing: December 10, 2019  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-003**

**A Resolution of the Palmer City Council Adopting the 2020 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020**

WHEREAS, portions of the Palmer Municipal Code refer to fines "established in the current adopted budget"; and

WHEREAS, the Fine Schedule establishes the fines for 2020 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fine schedule for a period of one (1) year, that being from January 1, 2020, through December 31, 2020.

**Approved** by the Palmer City Council this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk



# **City of Palmer**

## **2020 Fine Schedule**

**(Adopted by Resolution No. 20-003)**

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**As provided by the Palmer Municipal Code, the following fine schedule applies to all offenses in the Palmer Municipal Code unless a different penalty is specified. Citations for these offenses may be disposed of as provided in AS 12.25.195-230, without a court appearance, upon payment of the amounts listed plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the amount listed for that offense in this schedule.**

<b>Palmer Municipal Code (PMC) Title 1 General Provisions</b>
<b>Chapter 1.08 General Penalty</b>
<b>Section 1.08.011 General Fine Penalties</b>
<p>If no other penalty is specifically or by adoption prescribed by a particular ordinance or in this document, the general penalty for violation of the ordinance is:</p> <ul style="list-style-type: none"> <li>• \$75 for the first offense.</li> <li>• \$150 for the second offense of the same ordinance within 365 days of the first offense.</li> <li>• \$300 for the third offense of the same ordinance within 365 days of the second offense.</li> </ul> <p>In accordance with AS 12.25.195 through 12.25.230, for a violation that cannot result in incarceration or the loss of a valuable license, a person may dispose of the citation without a court appearance by submitting to the clerk of court all of the following:</p> <ol style="list-style-type: none"> <li>1. Payment of the fine amount and the applicable surcharge listed in AS 12.55.039 and AS 29.25.074; and</li> <li>2. A copy of the citation signed by the person indicating the person’s waiver of court appearance, entry of plea of no contest, and forfeiture of the fine.</li> </ol> <p>When the fine is forfeited, a judgment of conviction shall be entered. The fine and applicable surcharge paid is complete satisfaction for the offense.</p>
<b>Section 1.08.013 Other Remedies</b>
<ol style="list-style-type: none"> <li>A. The city may institute a civil action against a person, including a minor as provided in AS 29.25.072, who violates an ordinance.</li> <li>B. A person who violates a provision of this code may be subject to injunctive relief, compensatory relief, and a civil penalty not to exceed \$1,000 for each violation.</li> <li>C. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy.</li> <li>D. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.</li> <li>E. Each day that a violation of a provision of this code continues constitutes a separate violation.</li> <li>F. This section does not bar other civil remedies.</li> </ol>
<b>Section 1.08.020 Penalty Surcharge</b>
<ol style="list-style-type: none"> <li>A. In addition to any fine or other penalty prescribed by law, a person who pleads guilty or nolo contendere to, forfeits bail for, or is convicted of: <ol style="list-style-type: none"> <li>1. A violation of this code comparable to a misdemeanor offense under AS 28.33.030, 28.33.031, 28.35.030, or 28.35.032 and adopted under AS 28.01.010 shall be assessed the maximum surcharge pursuant to AS 12.55.039 and 29.25.074;</li> <li>2. A misdemeanor or other violation of this code if a sentence of incarceration may be imposed for the misdemeanor or ordinance violation, other than a provision identified in subsection</li> </ol> </li> </ol>

(A)(1) of this section, shall be assessed the maximum surcharge allowable to Alaska Statutes 12.55.039 and 29.5.074; and

3. A misdemeanor or a violation of this code if a sentence of incarceration may not be imposed for the misdemeanor or ordinance violation shall be assessed the maximum surcharge allowable pursuant to Alaska Statutes 12.55.039 and 29.25.074 if the fine or bail forfeiture amount for the offense is \$30.00 or more.

B. The surcharge shall be deposited into the general fund of the state in accordance with AS 29.25.072.

**Palmer Municipal Code (PMC) Chapter 1.10 City Seal**

<b>Chapter 1.10 City Seal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Use of Seal without Permission Prohibited	1.10.020	\$ 300	1.10.020 B

**Palmer Municipal Code (PMC) Title 5 Business Licenses**

<b>Chapter 5.13 Door-to-Door Solicitors</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
License Fee and Failure to Apply	5.13.040	Applicable to all of PMC Chapter 5.13:	5.13.040
Carrying of License Required	5.13.100		5.13.100
Prohibitions	5.13.110		5.13.110
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	

**Palmer Municipal Code (PMC) Title 6 Animals**

<b>Chapter 6.08 Animal Regulations</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Cruelty to Animals	6.08.010	Applicable to all of PMC Chapter 6.08:	6.28.010
Animal Restrictions	6.08.020		6.28.010
Depositing Poison	6.08.030		6.28.010
Diseased Animals	6.08.040	First offense: \$ 75	6.28.010
Animal Noise	6.08.050	Second offense: \$ 150	6.28.010
Animal Odor	6.08.060	Third offense: \$ 300	6.28.010
Animals at Large	6.08.065		6.28.010
Animal Annoyance	6.08.067		6.28.010
Unattended Secure Animal	6.08.070		6.28.010
Disposal of Dead Animal	6.08.080		6.28.010
Confinement Requirements	6.08.090		6.28.010
Carrying Dogs Outside of Vehicle	6.08.100		6.28.010



<b>Chapter 6.12 Licensing</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Registration – Dogs and cats	6.12.005	Applicable to all of PMC Chapter 6.12:	6.28.010
Application	6.12.010		6.28.010
Immunization	6.12.012		6.28.010
License Transfer	6.12.018	First offense: \$ 25	6.28.010
Fees	6.12.020	Second offense: \$ 50	6.28.010
Tag and Collar	6.12.030	Third offense: \$ 75	6.28.010

<b>Chapter 6.14 Domestic Animal Bite and Attack Incidents</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Owner Compliance	6.14.060	First offense: \$ 100	6.28.010
		Second offense: \$ 200	
		Third offense: \$ 300	

<b>Chapter 6.24 Hindering officers prohibited</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Hindering Officer Prohibited	6.24.010	First offense: \$ 75	6.28.010
		Second offense: \$ 150	
		Third offense: \$ 300	

### Palmer Municipal Code (PMC) Title 8 Health & Safety

<b>Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Single-Use Disposable Plastic Shopping Bags Prohibited	8.09.030	First Offense: Warning Second Offense: \$ 100 Third Offense: \$ 300	8.09.050

<b>Chapter 8.10 Prohibiting Smoking in Places of Employment and Public Places</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Smoking Prohibited	8.10.020	Applicable to all of PMC Chapter 8.10:	8.10.070
Reasonable Distance	8.10.030		8.10.070
Areas Where Smoking Not Prohibited	8.10.040		8.10.070
Sign Posting and Other Requirements	8.10.050	First offense: \$ 100 Plus required surcharges	8.10.070
No Retaliation nor Waiver of Rights	8.10.060	Second offense: \$ 150 Plus required surcharges, for a second violation with 24 month period	8.10.070
Violations and Penalties	8.10.070	Third offense: \$ 300 Plus required surcharges, for a third or additional violation within a 24 month period Civil penalties may not exceed \$300 per violation	8.10.070

Enforcement	8.10.080		8.10.070
Other Applicable Laws	8.10.090		8.10.070
<b>Chapter 8.11 Marijuana Use and Prohibitions</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Consuming in a public place	8.11.030	\$ 100	8.11.030
Marijuana oil, flammable extraction	8.11.050	\$ 100	8.11.050

<b>Chapter 8.12 Fluoridation</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Public Water System	8.12.010	First offense: \$ 75	1.08.011
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Chapter 8.16 Sewage Disposal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Waste Disposal Systems Required	8.16.010	First offense: \$ 100	1.08.011
		Second offense: \$ 200	
		Third offense: \$ 300	

<b>Chapter 8.20 Garbage Collection and Disposal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Garbage Disposal System Use Required	8.20.010	Applicable to all of PMC Chapter 8.20:	8.20.130
Adequate Receptacles Required, Time Limit	8.20.050		8.20.130
Depositing Restrictions	8.20.060	First offense: \$ 75	8.20.130
Unauthorized Dumpster and Container Usage	8.20.070	Second offense: \$ 150 Third offense: \$ 300	8.20.130
Clean Premises Required	8.20.080		8.20.130
Unauthorized Dumping Prohibited	8.20.090		8.20.130
Occupant Duties – Containers	8.20.100		8.20.130
Vehicles	8.20.110		8.20.130
Refuse Accumulation Prohibited	8.20.120		8.20.130

<b>Chapter 8.36 Nuisances</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Designated – Prohibited	8.36.010	Applicable to all of PMC Chapter 8.36:	8.36.130
Specific Acts Designated	8.36.020		8.36.130
Acts Requiring Permit	8.36.025	First offense: \$ 75	8.36.130
Snow and Ice Removal	8.36.050	Second offense: \$ 150	8.36.130
Dumping Debris/Blocking Ditch	8.36.060	Third offense: \$ 300	8.36.130
Pump Locations	8.36.080		8.36.130

<b>Chapter 8.37 Junk Vehicles</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>

Junk Vehicles Unlawful	8.37.020	First offense: \$ 75	8.37.090
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 8.38 Nuisance – Junk, Litter and Unsightly Premises</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Final Notice to Abate Violation	8.38.060		1.08.011 or 1.08.013
Remedies	8.38.075		1.08.011 or 1.08.013
<b>Chapter 8.42 Fireworks</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Sales Prohibited	8.42.020	Applicable to all of PMC Chapter 8.42:	8.42.070
Authorized Uses	8.42.040		8.42.070
Permit Required	8.42.050		8.42.070
Permissible Uses	8.42.060	First offense: \$ 75	8.40.040
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 9 Public Peace, Morals &amp; Welfare</b>			
<b>Chapter 9.02 Tampering with Public Notices</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.02.010	First offense: \$ 75	9.02.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.04 Impersonating an Officer</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.04.010	First offense: \$ 100	9.04.020
		Second offense: \$ 200	
		Third offense: \$ 300	
<b>Chapter 9.06 Interference with Public Justice</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Interfering with Officer Prohibited	9.06.010	First offense: \$ 75	9.06.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.12 Assault and Battery</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When – Definitions	9.12.010	First offense: \$ 75	9.12.020
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Chapter 9.20 Alcoholic Beverages</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Licensed Premises Closing Hours	9.20.010	Applicable to all of PMC Chapter 9.20:	9.20.050
Prohibited Acts Designated	9.20.020		9.20.050
Personal Liability	9.20.030		9.20.050
Election Day Sales Permitted	9.20.040		9.20.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.22 Gambling</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.24 Indecent Exposure</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.28 Obscenity</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Obscene Language Prohibited	9.28.010	Applicable to all of PMC Chapter 9.28:	9.28.050
Selling Obscene Materials Prohibited	9.28.020		9.28.050
Obscene Exhibitions Prohibited	9.28.030		9.28.050
Obscene Public Writing and Drawing Prohibited	9.28.040	First offense: \$ 75	9.28.050
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.30 Prostitution</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited – Procuring Prohibited	9.30.020	Applicable to all of PMC Chapter 9.30:	9.30.090
House of Ill Fame	9.30.030		9.30.090
Aiding in Prostitution Prohibited	9.30.040		9.30.090
Receiving Money from Prostitute Prohibited	9.30.50	First offense: \$ 75	9.30.090
		Second offense: \$ 150	
Remaining in House of Prostitution Prohibited	9.30.060	Third offense: \$ 300	9.30.090
Loitering for Prostitution Purposes Prohibited	9.30.070		9.30.090
Reputation Testimony Permitted	9.30.080		9.30.090
<b>Chapter 9.38 Disturbing Public Assemblies</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited Acts Designated	9.38.010	First offense: \$ 75	9.38.020

		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.39 Excessive Police Responses</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Excessive Police Responses	9.39.010	First offense: \$ 75	9.39.040
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.40 Trespass – Posting of Property</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Trespass – Posting of Property	9.40.010	First offense: \$ 75	9.40.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.48 Petit Larceny</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.48.010	First offense: \$ 75	9.48.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.50 Injury to Property</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Defacing Property– Injuring Animals	9.50.010	Applicable to all of PMC Chapter 9.50:	9.50.040
Injuring Plants or Fences	9.50.020		9.50.040
Injuring Monuments and Markers	9.50.030		9.50.40
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.56 Interference with Utilities</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Pollution of Drinking Water	9.56.010	Applicable to all of PMC Chapter 9.56:	9.56.030
Damage to Water or Utility System	9.56.020		9.56.030
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.58 Sale of Poison</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Selling Poison Without Label	9.58.10	First offense: \$ 75	9.58.020
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Chapter 9.60 Sale of Unwholesome Food</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.60.010	First offense: \$ 75	9.60.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.67 Curfew Hour for Minors</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Curfew Violations	9.67.020	Applicable to all of PMC Chapter 9.56:	9.67.050
Exceptions	9.67.030		9.67.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.74 Discharge of Firearms</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When – Exceptions	9.74.010	First offense: \$ 75	9.74.020
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 10 Vehicles &amp; Traffic *</b>			
<b>Chapter 10.04 Traffic Code</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Parking Prohibitions During Snow Accumulation and/or Drifting Snow Conditions	10.04.050	Applicable to all of PMC Chapter 10.04	10.04.050
Towing	10.04.055		10.04.055
No-Parking Areas – Identification	10.04.060 (B)	First offense: \$ 75	10.04.060
Parking Prohibited for Longer than 24 Hours	10.04.080	Second offense: \$ 150	10.04.080
		Third offense: \$ 300	
Prohibiting Parking that Obstructs Traffic	10.04.090		10.04.090
Prohibiting Parking in Construction Zones	10.04.100		10.04.100
<b>Chapter 10.08 Regulation of Off-Highway Vehicles</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Operation Requirements	10.08.020	Applicable to all of PMC Chapter 10.08:	10.08.100
Equipment	10.08.030		10.08.100
Speed and Time Restrictions	10.08.040		10.08.100
Driver's License Required	10.08.050	First offense: \$ 75	10.08.100
Towing	10.08.060	Second offense: \$ 150	10.08.100

Parent, Guardian or Other Person Responsible	10.08.070	Third offense:	\$ 300	10.08.100
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\*

1. The fine amounts are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010 (b).
2. An offense may not be disposed of, without court appearance, if the offense is in connection with a motor vehicle accident that results in the death of a person.

### Palmer Municipal Code (PMC) Title 12 Streets, Sidewalks & Public Places

#### Chapter 12.16 Skateboards, Rollerblades and Similar Devices

Section Title:	Section Citation:	Fine:	Fine Citation:
Skateboards, Prohibition and Regulation	12.16.010	First offense: \$ 75	12.16.020
		Second offense: \$ 150	
		Third offense: \$ 300	

#### Chapter 12.24 Park and Recreational Facility Regulations

Section Title:	Section Citation:	Fine:	Fine Citation:
General Rules	12.24.025	First offense: \$ 75	12.24.050
		Second offense: \$ 150	
		Third offense: \$ 300	

### Palmer Municipal Code (PMC) Title 14 Signs

#### Chapter 14.08 Sign Regulations

**Section 14.08.0240 Remedies and Civil Penalties** (applicable to entire chapter):  
 The city or an aggrieved person may institute a civil action against a person who violates a provision of this title or a term, condition or limitation imposed pursuant to this title. In addition to other relief, a civil penalty not to exceed \$300.00 may be imposed for each violation. Each day that a violation or an unlawful act or condition continues constitutes a separate violation. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. Upon application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.

### Palmer Municipal Code (PMC) Title 15 Buildings and Construction

#### Chapters 15.00 through 15.70

All chapters within Title 15 are subject to the following fines:	First offense:	\$ 75	15.60.020
	Second offense:	\$ 150	10.08.100
	Third offense:	\$ 300	10.08.100





**LEGISLATIVE HISTORY**

Introduced by: City Manager Wallace  
Date: October 22, 2019  
1<sup>st</sup> Public Hearing: October 22, 2019  
2<sup>nd</sup> Public Hearing: December 3, 2019  
3<sup>rd</sup> Public Hearing: December 10, 2019  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-004**

**A Resolution of the Palmer City Council Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020**



WHEREAS, Palmer Municipal Code 3.28 defines a "Five-year capital improvement program as an annual update and long-range need projection of the city included as part pf the annual budget".

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached five-year capital improvement program for a period of one (1) year, being from January 1, 2020, through December 31, 2020.

**Approved** by the Palmer City Council this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2019 total	2019 Remaining	2020 Addition	2020 Total	2021 Addition	2022 Addition	2023 Addition	2024 Addition
<b>Prior Years Ongoing</b>												
N	MTA Equipment Arena	COP	Annually		\$ 40,000	\$ 20,000	\$ 20,000	\$ 40,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Paint Bailey Hill Reservoir	COP-W/S	2017	\$ 40,000	\$ 28,265	\$ 28,265	\$ 50,000	\$ 78,265				
N	ADA Sidewalks	COP/Grant	2017	\$ 250,000	\$ 79,680		\$ 61,700	\$ 61,700	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
N	Police Radios	COP	2017	\$ 625,000	\$ 103,000		\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	Complete	Complete
N	Street Maintenance	COP	As needed	\$ 500,000	\$ 548,778	\$ 623,778	\$ 100,000	\$ 723,778	\$ 200,000	\$ 200,000	\$ 100,000	\$ 100,000
N	Public Video	COP	2018	\$ 75,000	\$ 100,000	\$ 50,000	\$ -	\$ 50,000				
N	W/S Lift station and well pumps	COP-W/S	Annually	\$ 100,000	\$ 97,295	\$ 30,000	\$ 55,000	\$ 85,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
N	Water/Sewer Truck	COP-W/S	2018	\$ 55,000	\$ 42,894	\$ 2,500	\$ 45,000	\$ 47,500			\$ 60,000	\$ 60,000
N	Police Vehicle Annual Replacement	COP	Annually	\$ 45,000	\$ 75,756	\$ 15,000	\$ 50,000	\$ 65,000	\$ 50,000	\$ 50,000	\$ 55,000	\$ 55,000
N	Park Improvements	COP	As needed		\$ 100,204	\$ 100,204	\$ -	\$ 100,204				
N	Public Building Maintenance	COP	As needed	\$ 500,000	\$ 100,000	\$ 85,000	\$ 15,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
N	Airport-Safety Improvements	COP	2019	\$ 450,000	\$ 30,000		?					
N	Golf Course-Golf Carts	COP	Annually	\$ 40,000	\$ 40,000	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Golf Course Infrastructure	COP	Annually	\$ 20,000	\$ 42,000	\$ 14,000	\$ 20,000	\$ 34,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
N	Depot updates-piping	COP	2019	\$ 15,000	\$ 10,000	\$ 10,000	\$ -	\$ 10,000				
				<b>2020</b>					Prior Year Funded (Carry over) \$978,747 			
N	Roads-Sander truck with plow blade	COP	2020	\$ 175,000			\$ 175,000	\$ 175,000	2020 Recommended additional funding \$811,700 			
N	Paving repair equipment	COP	2020	\$ 75,000			\$ 100,000	\$ 100,000				

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2019 total	2019 Remaining	2020 Addition	2020 Total	2021 Addition	2022 Addition	2023 Addition	2024 Addition
			<b>2021</b>									
N	Roads-Dump truck with plow blade	COP	2021	\$ 275,000					\$ 275,000			
N	Depot Updates-Windows	COP	2021	\$ 60,000					\$ 60,000			
			<b>2022</b>									
N	NOVEMBER Taxiway Design	FAA/COP	2022	\$ 450,000						\$ 35,000		
N	Fire Engine	Grant	2022	\$ 700,000						\$ 150,000		
N	PW-Street Sweeper	COP	2022	\$ 275,000						\$ 275,000		
N	W/S Vac Truck	COP-W/S	2022	\$ 300,000						\$ 300,000		
N	Steam Truck Replacement	COP-W/S	2022	\$ 300,000						\$ 280,000		
			<b>2023</b>									
N	Stormwater Design	COP	2023	\$ 500,000							\$ 500,000	
N	Golf Course-Maintenance Shed	COP	2023	\$ 100,000							\$ 100,000	
N	Update Fire classroom building	COP	2023	\$ 150,000							\$ 150,000	
N	Fire Support vehicle (replacement/equip) with lift gate	COP	2023	\$ 80,000							\$ 80,000	
			<b>2024</b>									
N	NOVEMBER TAXIWAY	FAA / COP	2025	\$ 3,000,000								\$ 300,000
N	Public Safety Bldg Updates	Grant	2024	\$ 400,000								\$ 260,000
			<b>2025</b>									
N	Palmer Stormwater Improvements	Loan/Grant	2025	\$ 5,000,000								\$ 500,000
N	City Hall Updates	COP	2025	\$ 150,000								\$ 150,000

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2019 total	2019 Remaining	2020 Addition	2020 Total	2021 Addition	2022 Addition	2023 Addition	2024 Addition
			Unassigned									
N	Emergency Generator City Hall	Grant	Undetermined	\$ 400,000								
N	Generator for Fire St36 (training center)	COP	Undetermined	\$ 50,000								
N	New Fire engine and equipment	COP	Undetermined	\$ 700,000								
N	Fire Brush truck replacement/equip	COP	Undetermined	\$ 160,000								
N	Snow Dump Lots	COP	Undetermined	\$ 100,000								
N	Roof over Fire conexas	COP	Undetermined	\$ 55,000								
N	Extend S. Industrial to Inner Springer	COP	Undetermined	\$ 400,000								
N	Design new Library buiding	COP	Undetermined	\$ 100,000								
N	Public Library Extension Ph II	Bond	Undetermined	\$ 5,000,000								
N	New Fire station	Bond	Undetermined	\$ 9,000,000								
N	Design Museum phase 2	COP	Undetermined	\$ 250,000								
Y	Downtown Road Improvements- Cobb Street		Undetermined	\$ 1,100,000								
Y	Historic Palmer Water Tower Purchase		Undetermined	\$ 100,000								
Y	Restore Railroad Tracks to Downtown Palmer		Undetermined	\$ 3,000,000								
Y	Park Project Walk to the Fair		Undetermined	\$ 300,000								
N	Babb Aboretum Restoration		Undetermined	\$ 75,000								
N	Sherrod Area Gravel to Road resurfacing		Undetermined	\$ 1,000,000								
<b>Totals</b>	<b>Totals</b>			\$ 36,216,359	\$ 1,949,927	\$ 978,747	\$ 811,700	\$ 1,790,447	\$ 920,000	\$ 1,625,000	\$ 1,280,000	\$ 1,660,000

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2019 total	2019 Remaining	2020 Addition	2020 Total	2021 Addition	2022 Addition	2023 Addition	2024 Addition
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2020 Funding Breakdown \$ 811,700

General Fund	\$ 661,700	\$290,858 from annual contribution	\$370,842 from General Fund unassigned balance
W/S	\$ 150,000	from enterprise funds	

2021 Funding Breakdown \$ 920,000

General Fund	\$ 845,000	\$244,000 from annual contribution	\$601,000 from General Fund unassigned balance
W/S	\$ 75,000	from enterprise funds	

2022 Funding Breakdown \$ 1,625,000

General Fund	\$ 970,000	\$244,000 from annual contribution	\$726,000 from General Fund unassigned balance
W/S	\$ 655,000	from enterprise funds	

2023 Funding Breakdown \$ 1,280,000

General Fund	\$ 1,145,000	\$244,000 from annual contribution	\$901,000 from General Fund unassigned balance
W/S	\$ 135,000	from enterprise funds	



**LEGISLATIVE HISTORY**

Introduced by: City Manager Wallace  
Date: October 22, 2019  
1<sup>st</sup> Public Hearing: October 22, 2019  
2<sup>nd</sup> Public Hearing: December 3, 2019  
3<sup>rd</sup> Public Hearing: December 10, 2019  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Resolution No. 20-005**

**A Resolution of the Palmer City Council Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2020, and Ending December 31, 2020, and Appropriating Monies**

WHEREAS, as required in Chapter VI of the City of Palmer Municipal Charter, a public hearing regarding the City of Palmer Fiscal Year 2020 Budget was held on Tuesday, October 22, 2019, and continued on Tuesday, December 10, 2019; and

WHEREAS, the Palmer City Council has reviewed the budget presented by the City Manager for the 2020 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council:

Section 1. That the budget presented to the Council by the City Manager for the fiscal year 2020 has been reviewed by the City Council.

Section 2. That money shall be appropriated from all City funds as follows:

	Revenues
General Fund (01)	\$ 11,572,899
Enterprise Funds	
Water/Sewer (02)	\$ 3,092,400
Airport (03)	\$ 402,983
Solid Waste (05)	\$ 760,500
Golf Course (15)	\$ 546,000
Capital	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 150,000
Special Revenue Funds	
Police Grants (52)	\$ 125,000
Narcotics Grant (53)	\$ 130,000
<b>Total Revenues</b>	<b>\$ 16,779,782</b>

	Expenditures
General Fund (01)	\$ 11,559,558
Enterprise Funds	
Water/Sewer (02)	\$ 2,762,820
Airport (03)	\$ 402,983
Solid Waste (05)	\$ 798,589
Golf Course (15)	\$ 545,559
Capital Improvements	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 150,000
Special Revenue Funds	
Police Grants (52)	\$ 125,000
Narcotics Grant (53)	\$ 144,723
<b>Total Expenditures/Expenses</b>	<b>\$ 16,489,232</b>

Section 3. That the rate of the tax levy for the City of Palmer, Alaska for the fiscal year 2020 shall be fixed at 3.00 mills upon each dollar of assessed taxable real and personal property. The revenue from this tax levy is to be used for city purposes.

Section 4. That the 2020 budget is hereby approved for all funds in the amounts and for the purposes as stated above. The supporting line item budget detail as presented by the administration and reviewed by council is incorporated as part of this budget resolution.

Section 5. That the City of Palmer Fiscal Year 2020 operating budget is adopted for a period of one (1) year, that being from January 1, 2020, through December 31, 2020.

**Approved** by the Palmer City Council this 10<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk



# 2020 PROPOSED BUDGET

IS AVAILABLE ON THE CITY'S WEBSITE AT  
[HTTPS://WWW.PALMERA.K.ORG/CITY-PALMER-  
BUDGET-DOCUMENTS](https://www.palmerak.org/city-palmer-budget-documents)  
WITH HARD COPIES PROVIDED AT THE  
OCTOBER 22 MEETING.



**City of Palmer  
Action Memorandum No. 19-093**

**Subject:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License Nos. 119, 5638, and 5716 for Palmer Alehouse, Located at 320 E. Dahlia Street

**Agenda of:** December 10, 2019

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**



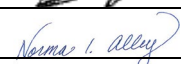
**Originator Information:**

**Originator:**    Norma Alley, City Clerk

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


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

This legislation (√):

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

Funds are (√):

- Budgeted                      Line item(s): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Notice for License Nos. 119, 5638, and 5716
- Review Form

**Summary Statement/Background:**

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

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

**Administration's Recommendation:**

To approve Action Memorandum No. 19-093.



November 27, 2019

City of Palmer  
Matanuska- Susitna Borough  
Via Email: [cityclerk@palmerak.org](mailto:cityclerk@palmerak.org) ; [adam.bradway@matsugov.us](mailto:adam.bradway@matsugov.us) ; [alex.strawn@matsugov.us](mailto:alex.strawn@matsugov.us)  
[permitcenter@matsugov.us](http://permitcenter@matsugov.us)

**Re: Notice of 2020/2021 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary, Beverage Dispensary Duplicate x2	<b>License Number:</b>	119. 5638, 5716
<b>Licensee:</b>	Palmer City Alehouse, LLC		
<b>Doing Business As:</b>	Palmer City Alehouse		

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

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

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

Sincerely,

Glen Klinkhart, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

# City of Palmer • Liquor License Review Form

**BUSINESS NAME:** Palmer City Alehouse  
**LICENSE TYPE:** Beverage Dispensary  
**LOCATION:** 320 E. Dahlia Street

**OWNER:** Palmer City Alehouse

*Route to: Department of Finance*

### *Department of Finance*

Sales Tax Current:  Yes  No

If no, explain: \_\_\_\_\_

Utilities Current:  Yes  No

If no, explain: \_\_\_\_\_

Special Assessments Current:  Yes  No

If no, explain: N/A

Other Comments: \_\_\_\_\_



Finance Director

December 2, 2019

Date

*Route to: Department of Community Development*

### *Department of Community Development*

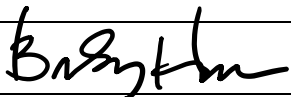
Code Compliant:  Yes  No

If no, explain: \_\_\_\_\_

Fire Compliant (Plans Review):  Yes  No

If no, explain: \_\_\_\_\_

Other Comments: \_\_\_\_\_



Community Development Director

December 2, 2019

Date

*Route to: Police Department*

**Police Department**

Code Compliant:  Yes  No

If no, explain: \_\_\_\_\_  
\_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_



Chief of Police

12-2-19

Date

**Route to: City Manager's Office**

**City Manager's Office**

Citizen Comments:  Yes  No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_



City Manager

12/2/19

Date

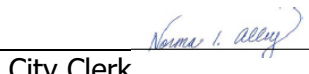
**Route to: City Clerk's Office**

**City Clerk's Office**

Citizen Comments:  Yes  No

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

Other Comments: \_\_\_\_\_  
\_\_\_\_\_



City Clerk

December 2, 2019

Date

**FORWARD TO COUNCIL FOR AGENDA OF: January 14, 2020**





**City of Palmer  
Action Memorandum No. 19-094**

**Subject:** Approving the Cancellation of the December 24, 2019, Regular Council Meeting

**Agenda of:** December 10, 2019

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Denied**




**Originator Information:**

**Originator:**    Mayor DeVries via City Clerk

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **(600.00)**

This legislation (√):

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

Funds are (√):

- Budgeted                      Line item(s): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- None

**Summary Statement:**

Traditionally the City Council has not held the second meeting in December. Currently there is no legislation scheduled for the December 24 meeting. Palmer Municipal Code 2.04.080 states "A regular meeting may be canceled by the council...".

Is it the wish of the Council to hold or cancel the December 24, 2019, Regular Council Meeting?