

Mayor Edna B. DeVries  
Deputy Mayor Richard W. Best  
Council Member Steve Carrington  
Council Member Sabrena Combs  
Council Member David Fuller  
Council Member Pete LaFrance

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

**City of Palmer, Alaska**  
**City Council Meeting**  
**May 22, 2018, at 7 PM**  
City Council Chambers  
231 W. Evergreen Avenue, Palmer  
[www.cityofpalmer.org](http://www.cityofpalmer.org)

## AGENDA

### A. CALL TO ORDER

### B. ROLL CALL

### C. PLEDGE OF ALLEGIANCE

### D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
  - a. **Action Memorandum No. 18-058:** Accepting Board Member David Dodd's Resignation from the Parks, Recreation and Cultural Resources Advisory Board..... Page 3
  - b. **Action Memorandum No. 18-063:** Accepting Commission Member Merry Maxwell's Resignation from the Planning and Zoning Commission ..... Page 5
2. Approval of Minutes of Previous Meetings
  - a. February 13, 2018, Joint City Council and Park, Recreation and Cultural Resources Advisory Board Meeting..... Page 7
  - b. March 13, 2018, Regular Meeting .....Page 10
  - c. May 1, 2018, Special Meeting .....Page 15

### E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation from Sister School Student Delegation from the Middle and High School
2. Presentation from Airport Advisory Commission Chair John Lee
3. Presentation of a Proclamation Declaring May 20-26, 2018, as Public Works Week..... Page 21

### F. REPORTS

1. City Manager's Report ..... Page 23
2. City Clerk's Report
3. Mayor's Report
4. City Attorney's Report

### G. AUDIENCE PARTICIPATION

### H. PUBLIC HEARING

1. **Ordinance No. 18-004:** Enacting Palmer Municipal Code Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags and Amending the City of Palmer Fine Schedule ..... Page 29

### I. ACTION MEMORANDA

1. **Action Memorandum No. 18-059:** Authorizing the City Manager to Negotiate and Execute a Utility Extension Agreement with Maple Springs of Palmer SNF Holdings, LLC. for Water and Sewer Main Extensions to the Maple Springs of Alaska Palmer Campus, Located West of the Palmer City Limits at 12000 East Palmer-Wasilla Highway ..... Page 57

2. **Action Memorandum No. 18-060:** Authorizing the City Manager to Negotiate and Execute a Contract for the Construction of the “2018 Taxiway Pavement Maintenance” Project to Pruhs Construction Company, LLC in the Amount of \$432,810.00, Contingent Upon Receiving a Federal Aviation Administration Grant; and Authorizing the City Manager to Accept and Execute Said Grant from the Federal Aviation Administration for the Airport Improvement Project ..... Page 91
3. **Action Memorandum No. 18-061:** Authorizing the City Manager to Negotiate and Execute a Construction Administration Services Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$52,100.00 for the Construction Management Work on the Airport’s 2018 Pavement Maintenance Project ..... Page 97
4. **Action Memorandum No. 18-062:** Accepting Council Member Brad Hanson’s Resignation, Declaring the Seat Vacant, and Directing the City Clerk to Begin the Appointment Process to Fill the Vacancy Until a Successor is Seated After the October 2, 2018, Regular Election..... Page 105

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

**K. AUDIENCE PARTICIPATION**

**L. COUNCIL MEMBER COMMENTS**

**M. ADJOURNMENT**

**Tentative 2018 Palmer City Council Meetings**

Meeting Date	Meeting Type	Time	Notes
June 12	Regular	7 pm	
June 26	Regular	7 pm	
July 10	Regular	6 pm	
July 24	Special	6 pm	2019 Budget Planning Priorities
July 24	Regular	7 pm	
Aug 14	Regular	7 pm	
Aug 28	Regular	7 pm	

**City of Palmer  
Action Memorandum No. 18-058**

**Subject:** Accepting Board Member David Dodd's Resignation from the Parks, Recreation and Cultural Resources Advisory Board

**Agenda of:** May 22, 2018

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

**Originator Information:**

**Originator:**    Mayor DeVries via 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	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

**Certification of Funds:**

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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: \_\_\_\_\_

**Attachment(s):**

➤ None

**Summary Statement/Background:**

Palmer Charter Chapter II Section 2.9 requires the City Council to approve resignations by members of boards and commissions.

David Dodd has submitted his resignation effective May 1, 2018.

The Clerk's Office will begin the advertising process to fill the vacancy created by the resignation and will forward applications to the Mayor for nomination and to the council for confirmation.

**City of Palmer  
Action Memorandum No. 18-063**

**Subject:** Accepting Commission Member Merry Maxwell's Resignation from the Planning and Zoning Commission

**Agenda of:** May 22, 2018

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

**Originator Information:**

**Originator:**    Mayor DeVries via 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	_____	_____
City Attorney	_____	_____
City Clerk	_____	_____

**Certification of Funds:**

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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: \_\_\_\_\_

**Attachment(s):**

- None

**Summary Statement/Background:**

Palmer Charter Chapter II Section 2.9 requires the City Council to approve resignations by members of boards and commissions.

Merry Maxwell has submitted his resignation effective June, 2018.

The Clerk's Office will begin the advertising process to fill the vacancy created by the resignation and will forward applications to the Mayor for nomination and to the council for confirmation.

**A. CALL TO ORDER**

A special joint meeting of the Palmer City Council and Parks, Recreation & Cultural Resources Advisory Board was held on February 13, 2018, at 6:00 p.m. in the Council Chambers, Palmer, Alaska.

Mayor DeVries called the meeting to order at 6:00 p.m.

**B. ROLL CALL**

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

Edna DeVries, Mayor	Richard Best, Deputy Mayor
Steve Carrington	Sabrena Combs
David Fuller	Brad Hanson
Peter LaFrance	

Comprising a quorum of the Parks, Recreation & Cultural Resources Advisory Board, the following were present:

Stephanie Allen, Chair	Shannon Connelly, Vice Chair
Meggie Aube-Trammell	Jo Ehmann
David Dodd	Sally Pollen

Parks, Recreation & Cultural Resources Advisory Board Member Wesley Rath was absent and excused.

Also 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**

Mayor DeVries requested approval of the Agenda. Hearing no objection from the Council and Board concerning the agenda, the agenda was approved.

**E. AUDIENCE PARTICIPATION**

Mr. Douglas Cruthers expressed concern that city parks are becoming deficient and no longer user friendly to the entire community. He encouraged the Council to budget and invest in improving the parks. Mr. Cruthers also asked when the borough was going to transfer the park to the city.

**F. NEW BUSINESS**

1. Committee of the Whole (note: action may be taken by the council following the committee of the whole)
  - a. Parks Assessment Discussion
  - b. Other Matters Related to Parks, Recreation, and Cultural Resources

**Main Motion: For City Council to Enter into a Committee of the Whole**

Moved by:	Best
Seconded by:	Carrington
Action:	Motion carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

**Main Motion: For the Parks, Recreation & Cultural Resources Advisory Board to Enter into a Committee of the Whole**

Moved by:	Meggie Aube-Tramell
Seconded by:	Dodd
Action:	Motion carried
In favor:	Allen, Aube-Tramell, Connelly, Ehmann, Dodd, Pollen
Opposed:	None
Absent:	Rath

The City Council and Park, Recreation & Cultural Resources Advisory Board (Board) entered into a Committee of the Whole at 6:13 p.m.

**a. Parks Assessment Discussion**

Items of discussion included the following:

- Board Chair summarized the goals in the Strategy;
- Council requested the Board prioritize the goals for funding purposes and provide one or two to focus on;
- Including in an assessment the varied needs of all ages in the community, trail connectivity throughout the city, improvements on current dilapidated parks, enhancement to finish the arboretum project, and improvements to Amusement Park; and
- Creation of a conceptualized purpose for the quad.

**b. Other Matters Related to Parks, Recreation, and Cultural Resources**

Chair Allen announced there had been many projects the Board worked on and some completed, which include, but were not limited to, the arboretum, bike racks, and a donation policy. Focus for the next year will be an adopt a park/trail program and to strengthen relationships with the community and community groups to be partners with the city to bring parks and trails in good condition.

The Council and Board exited the Committee of the Whole and reconvened the regular meeting at 6:48 p.m.

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

None



**H. AUDIENCE PARTICIPATION**

None

**I. COUNCIL AND BOARD MEMBER COMMENTS**

Deputy Mayor Best assured the board members that their efforts were not in vain and park projects are being worked on when funding is available; and some projects have been accomplished. He expressed his appreciation for all their hard work and stated they are going in the right direction.

Board Member Pollen said she appreciated the participation with development and improvement of city parks from service organizations, such as Rotary, Kiwanis, Lions, Mat-Su Health Foundation, Elks, and Moose. She stated she is learning a lot as a new member and appreciates being able to serve as a board member.

Vice Chair Connelly said she appreciated the Council's time and willingness to meet in a joint meeting. She said she appreciated the feedback and direction.

Chair Allen expressed her appreciation that the Council and Board were able to come together to discuss the important issues and looked forward to future discussions.

Mayor DeVries thanked everyone for attending the meeting and for their dedicated service to the city.

**J. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 6:52 p.m.

**Approved by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.**

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

\_\_\_\_\_  
Edna DeVries, Mayor

**Approved by the Parks, Recreation, and Cultural Resources Board this \_\_\_\_ day of \_\_\_\_\_, 2018.**

\_\_\_\_\_  
Chris Nall, Public Works Director

\_\_\_\_\_  
Stephanie Allen, Board Chair

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on March 13, 2018, 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	Richard Best, Deputy Mayor	Steve Carrington
Sabrena Combs	David Fuller	Brad Hanson
Peter LaFrance		

Staff in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  - a. **Action Memorandum No. 18-030:** Authorizing the City Manager to Negotiate and Execute a Contract with Greene Garden Services for Seasonal Gardening/Horticultural Services in an Amount Not to Exceed \$52,000.00
  - b. **Action Memorandum No. 18-031:** Authorizing the City Manager to Negotiate and Execute a Five-Year Agreement with the State of Alaska to Provide Fire Suppression Response and Assistance to the Division of Forestry with Regards to Wildland Firefighting Emergencies
  - c. **Action Memorandum No. 18-032:** Authorizing the City Manager to Negotiate and Execute a Contract with Statewide Door & Glass for Procurement and Installation of a New Glass Door Front Entry Way at the Palmer Library in an Amount Not to Exceed \$20,700.00
  - d. **Action Memorandum No. 18-033:** Authorizing the City Manager to Purchase New Self Contained Breathing Apparatus and Related Equipment for the Aerial Platform Fire Apparatus in an Amount of \$33,615.00 from Alaska Safety, Inc. under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230
  - e. **Action Memorandum No. 18-034:** Accepting Board Member Wesley Rath's Resignation from the Parks, Recreation and Cultural Resources Advisory Board
2. Approval of Minutes of Previous Meetings
  - a. January 9, 2018, Regular Meeting

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

Moved by:	Combs
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

## **E. COMMUNICATIONS AND APPEARANCE REQUESTS**

1. Presentation of a Proclamation Honoring Education and Sharing Day.

Mayor DeVries presented the proclamation to Rabbi Greenberg. Rabbi Greenberg spoke on the Passover Holiday emphasizing education and character building.

2. Presentation from Mat-Su Borough Planning Director Eileen Probasco regarding Borough Municipal Code Title 17: Zoning Code Update.

Mrs. Probasco summarized the Planning Commission's review project on the Mat-Su Borough Municipal Code Title 17 and explained the reorganization of current zoning language for ease of use and comprehension.

## **F. REPORTS**

1. City Manager's Report

City Manager Nathan Wallace highlighted his written report, recommended Council support funding of a camera installation and surveillance project, and provided a briefing on a recent Commuter Rail Task Force meeting.

2. City Clerk's Report

City Clerk Norma Alley highlighted her written report, announced the Planning and Zoning Commission Meeting for March 15 had been cancelled, and reported on a recent study conducted by the Center for American Progress (CAP) on all 50 state's elections systems. She noted the State of Alaska received a grade of B, which was the highest grade given, for their process and acceptance of electronic ballots. The CAP recommended the State no longer accept electronic voting via the website, so the State had suspended this method of voting for further research. City Clerk Alley asked for the City Council's support to prepare an ordinance to halt the use of electronic voting for the city of Palmer as well.

3. Mayor's Report

Mayor DeVries highlighted her written report and added an update on the Commuter Rail Task Force.

4. City Attorney's Report

None.

## **G. AUDIENCE PARTICIPATION**

Mr. Tom Roberts thanked the city for previous paving project and asked consideration be given to installing an emergency water stand pipe to the palmer pool during the remodeled. He explained the stand pipe would allow pool water to be used by fire trucks in an emergency.

Mr. Kopperrud spoke on snow dumping and removal, presented pictures of roadway obstructions and property damage, and asked the City Council for support to explore other removal options and locations.

Mrs. Brooke Heppinstall, Palmer Museum Garden and Art Faire Chair, commented on AM No. 18-038 grant application asking the City Council for support for this community event by granting the requested funds.

Mr. Sam Dinges, Palmer Museum Executive Director, added the importance of the Garden and Art Fair to the Palmer community and asked for the City Council to support the grant application.

Mr. Eugene Carl Haberman stated he recently attended a training on the Open Meeting Act.

## H. PUBLIC HEARING

1. **Action Memorandum No. 18-035:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License #3058, for The Moosehead Saloon, Located at 810 S. Colony Way

Mayor DeVries opened the public hearing on Action Memorandum No. 18-035

Mr. Eugene Carl Haberman came forward and spoke on liquor licenses process of approval and stated it should be done differently.

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

**Main Motion: To Approve Action Memorandum No. 18-035**

Moved by:	Fuller
Seconded by:	Best
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

2. **Action Memorandum No. 18-036:** Directing the City Clerk to Notify the State of Alaska of the City Council's Statement of Non-Objection to Liquor License #1195, for Iron Horse Liquor, Located at 606 S. Alaska Street

Mayor DeVries opened the public hearing on Action Memorandum No. 18-036. Seeing no one came forward to speak, and hearing no objection from the Council, the public hearing was closed.

**Main Motion: To Approve Action Memorandum No. 18-036**

Moved by:	Fuller
Seconded by:	Carrington
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

## I. ACTION MEMORANDA

1. **Action Memorandum No. 18-037:** Authorizing the City Manager to Negotiate and Execute a Professional Services Agreement with PND Engineers, Inc. for the Public Safety Building Repair Design and Construction Administration in an Amount Not to Exceed \$44,852.00

City Manager Nathan Wallace reported the Public Safety Building had structural deterioration, was in need of repairs, and approval of AM No. 18-037 would be the first step in procuring funds for needed repairs.

**Main Motion: To Approve Action Memorandum No. 18-037**

Moved by:	Best
Seconded by:	Carrington
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

2. **Action Memorandum No. 18-038:** Approving a Council Community Grant in the Amount of \$3,000.00 to the Palmer Museum of History and Art for the Garden and Art Faire to be held on July 14, 2018

**Main Motion: To Approve Action Memorandum No. 18-038, As Amended**

Moved by:	Best
Seconded by:	Carrington
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

Deputy Mayor Best reminded City Council the grants were intended to spur start-up events; not be a significant part of their operating budget. He expressed concern that the amount would utilize 60 percent of the current grant budget.

**Primary Amendment #1: To Reduce Amount to \$1,000.00**

Moved by:	Best
Seconded by:	Hanson
Action:	Motion Carried
In favor:	Best, DeVries, Fuller, Hanson
Opposed:	Combs, LaFrance, Carrington

Council Member LaFrance agreed with Deputy Mayor Best, but requested the amount be amended to \$2,000.00 to match the previous amount given.

**Primary Amendment #2: To Award \$2,000.00**

Moved by:	Fuller
Seconded by:	Combs
Action:	Motion Carried
In favor:	Carrington, Combs, Fuller, LaFrance
Opposed:	Best, Hanson, DeVries

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

City Clerk Norma Alley reported the map from the City Manager’s Report and pictures of snow dumping from Mr. Kopperrud’s public comments were Items Placed on the Table.

**K. AUDIENCE PARTICIPATION**

None

**L. COUNCIL MEMBER COMMENTS**

Council Member Combs requested Mr. Kopperrud’s concerns be addressed as soon as possible.

Council Member Hanson thanked Mr. Kopperrud, requested staff assist in the issue immediately, and thanked Mr. Roberts for his forward thinking.

Council Member Carrington thanked Mr. Roberts for coming to share information about the use of stand pipes for emergency situations.

Council Member LaFrance invited everyone to attend the Crazy Lazy Run on April 3, 2018, and thanked Mr. Kopperrud for coming to talk about snow removal concerns.

Mayor DeVries directed the City Manager to speak with the borough about snow removal issues on Mr. Kopperrud's behalf.

**M. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:58 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.**

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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 May 1, 2018, 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	Richard Best, Deputy Mayor
Steve Carrington	Sabrena Combs
David Fuller	Brad Hanson
Peter LaFrance	

Staff in attendance were the following:

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

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  1. Introduction to **Ordinance No. 18-004**: Enacting Palmer Municipal Code Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags and Amending the City of Palmer Fine Schedule
  2. **Action Memorandum No. 18-054**: Authorizing the City Manager to Execute Change Order No. 2 with Roger Hickel Contracting, Inc., to Install a 3' Stainless-Steel Spool Piece in the ALP Lines as Part of the Wastewater Treatment Plant Facility Plan Update, in the Amount of \$15,476.00
  3. **Action Memorandum No. 18-055**: Accepting Commission Member Douglas Cruthers' Resignation from the Planning and Zoning Commission
  4. **Action Memorandum No. 18-056**: Approving the Cancellation of the May 8, 2018, Regular Council Meeting
2. Approval of Minutes of Previous Meetings
  1. December 5, 2017, Special Meeting

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

Moved by:	Combs
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

## **E. COMMUNICATIONS AND APPEARANCE REQUESTS**

1. Presentation of a Proclamation Declaring May 2018 as Bike Month
2. Presentation of a Proclamation Declaring April 30, 2018, as Olympian Day
3. Presentation of a Proclamation Declaring May 2018 as Older Americans Month
4. Presentation of a Proclamation Declaring May 19, 2018, as National Kids to Parks Day

Ms. Roxy Mayberry MTA Board Secretary presented a capital credits check to the city of Palmer in the amount of \$3,450.69.

City Clerk Norma Alley administered new Parks Recreation & Cultural Resources Advisory Board Member Denise Christopher's Oath of Office.

Mayor DeVries read and presented proclamations recognizing May as Bike Month, April 30 as Olympian day, May as Older American Month, and May 19 as National Kids to Parks Day.

## **F. REPORTS**

1. City Manager's Report

City Manager Nathan Wallace reported:

- Projects were on schedule;
- Met with property owners near arboretum to discuss a future of sign, access on property, and trees on private property;
- Attended Alaska Trials Board conference to learn how to procure trail grant funds; and
- Announced Palmer Clean Up Days began May 7, with the Chamber picnic on Saturday, May 12, after the clean up event.

2. City Clerk's Report

None.

3. Mayor's Report

Mayor DeVries announced she will be attending the BP Teachers of Excellence Reception, car show at the MTA Event Center, and Palmer High School's graduation. Mayor DeVries encouraged everyone to participate in Palmer Clean Up Days and announced the resignation of Parks Recreation Cultural Resource Advisory Board Member David Dodd.

4. City Attorney's Report

None.

## **G. AUDIENCE PARTICIPATION**

Ms. Kenda Huling spoke on possibilities of commuter rail for the valley and requested City Council consider train options for Palmer.

Ms. Carol Montgomery spoke in favor of Ordinance No. 18-004.

Mr. Joe Schlanger asked the City Council to consider a different option, rather than taxation, for plastic bag legislation and encouraged all to recycle more.



## H. PUBLIC HEARING

1. **Ordinance No. 18-003:** Amending the Palmer Municipal Code Title 18 Pertaining to Absentee Voting by Electronic Transmission

City Clerk Norma Alley summarized the written staff report, stated electronic transmissions pose risk of security breaches, and recommended support of Ordinance No. 18-003.

Deputy Mayor Best asked if there were other voting options. City Clerk Alley answered vote by mail was still an option.

Mayor DeVries opened the public hearing on Ordinance No. 18-003. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

### **Main Motion: To Adopt Ordinance No. 18-003**

Moved by:	Best
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

2. **Resolution No. 18-013:** Accepting and Appropriating the 2018 Volunteer Fire Assistance Grant from the State of Alaska, Department of Natural Resources, Division of Forestry in the Amount of \$7,500.00 for the Purchase of Wildland Fire Personal Protective Clothing and Wildland Firefighting Equipment

City Manager Nathan Wallace reported this grant is specifically for forestry gear and approval of Resolution No. 18-013 allows funds to be appropriated.

Mayor DeVries opened the public hearing on Resolution No. 18-013. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

### **Main Motion: To Approve Resolution No. 18-013**

Moved by:	Fuller
Seconded by:	Carrington
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

## I. ACTION MEMORANDA

1. **Action Memorandum No. 18-057:** Approving an Exception to the City of Palmer Charter Section 2.3 Allowing Council Member Hanson to be Eligible for Employment for Which a Salary is Paid by the City Prior to One Year Elapsing Following His Term

Council Member Hanson recused himself and left the Council Chambers.

### **Main Motion: To Approve Action Memorandum No. 18-057**

Moved by:	Combs
Seconded by:	Fuller
Action:	Motion Carried
In favor:	Best, Carrington, Combs, DeVries, Fuller, Hanson, LaFrance
Opposed:	None

Council Member Hanson returned to the dais.

## J. NEW BUSINESS

1. **Information Memorandum No. 18-001:** Updating the Council on the Governor’s Commuter Rail Advisory Task Force

Council Member LaFrance commented an alternative option needs to be addressed for transportation in the Mat-Su valley.

Council Member Fuller recommended a smaller scale pilot program, such as Anchorage to Eagle River or Birchwood, be implemented to save money.

Council Member Carrington agreed money could be saved and used better elsewhere.

Deputy Mayor Best inquired why the Palmer City Council was commenting on the Commuter Rail Task Force if Palmer is not included in the pilot program.

City Manager Nathan Wallace explained Palmer’s input was important because if the pilot is successful Palmer would be included in an expanded final program.

<b>Main Motion:</b>	<b>To Stop Funding and End the Commuter Rail Task Force</b>
Moved by:	Fuller
Seconded by:	Best
Action:	Motion Failed
In favor:	Best, Fuller
Opposed:	Combs, DeVries, Hanson, LaFrance, Carrington

## K. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Norma Alley reported a commuter rail survey under the Mayor’s Report and Ms. Carol Montgomery’s written public testimony regarding plastic bags were Items Placed on the Table.

## L. AUDIENCE PARTICIPATION

Ms. Kenda Huling commented she hoped City Council would consider bringing the train back to the city of Palmer.

## M. COUNCIL MEMBER COMMENTS

Council Member Combs announced she is looking forward to the public hearing regarding the plastic bag legislation and thanked the Mayor for accepting the invitation to throw out the first pitch at the Little League opening ceremony on May 5.

Council Member Fuller commented he wished the public turnout would continue and wished Council Member Hanson well with his new job.

Council Member Carrington declared a plastic bag solution was on his mind and wished Council Member Hanson well in his new endeavors.

Council Member LaFrance stated he was grateful for bike month being recognized by a proclamation and encouraged Mr. Joe Schlanger to tour the local recycling center.

Deputy Mayor Best affirmed Council Member Hanson's dedication to Palmer and a job well done.

Council Member Hanson stated his resignation from City Council and submitted his written resignation to the City Clerk.

Mayor DeVries encouraged City Council to attend the Little League's opening ceremonies and thanked Council Member Hanson for 20 years of service on the City Council and six years on the Planning & Zoning Commission.

#### **N. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:23 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2018.**

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Norma I. Alley, MMC, City Clerk

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Edna B. DeVries, Mayor





## PROCLAMATION

### PROCLAIMING PUBLIC WORKS WEEK MAY 20-26, 2018

**WHEREAS**, public works services provided in our community are an integral part of our citizen's everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and grounds, public buildings, and solid waste collection; and

**WHEREAS**, the health, safety, and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials.

**NOW, THEREFORE, IT IS PROCLAIMED** by the Mayor and City Council of the City of Palmer, Alaska, do hereby recognize May 20-26, 2018, as Palmer Public Works Week, and encourage residents to acquaint themselves with the issues involved in providing and maintaining our infrastructure and to recognize the contributions which our public works department make every day to our health, safety, comfort, and quality of life in Palmer.

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the seal of the City of Palmer to be affixed on this 22<sup>nd</sup> day of May, 2018.

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

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





**Staff Update and analysis (April 2018):**

**Police Department:**

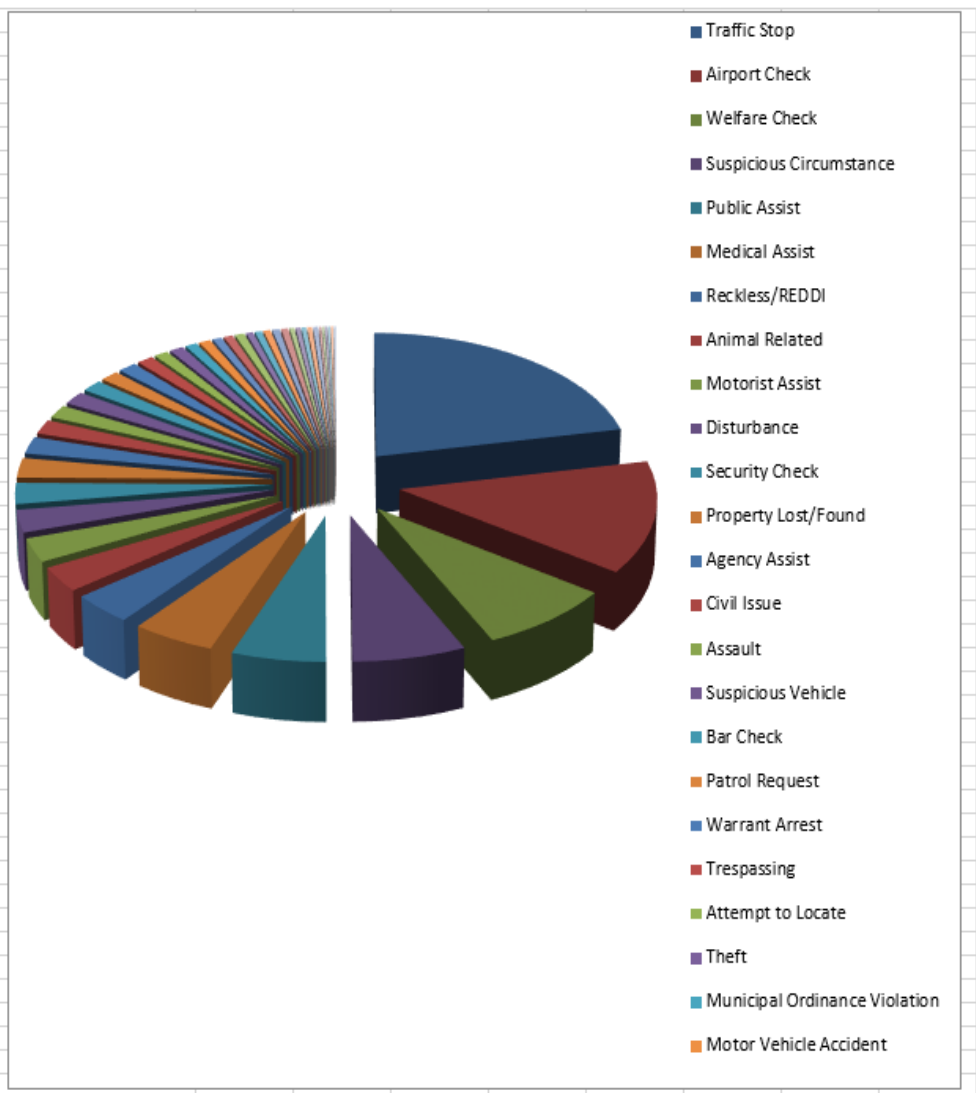
Total calls: 736 up from 632 in March

Call breakdown - 39%(March – 29%) traffic/vehicle related, 26%(March - 26%) checks (welfare/property), 15%(March - 19%) citizen assistance, 20%(March - 25%) other.

**Patrol Calls  
 March, 2018**

CAD REPORT

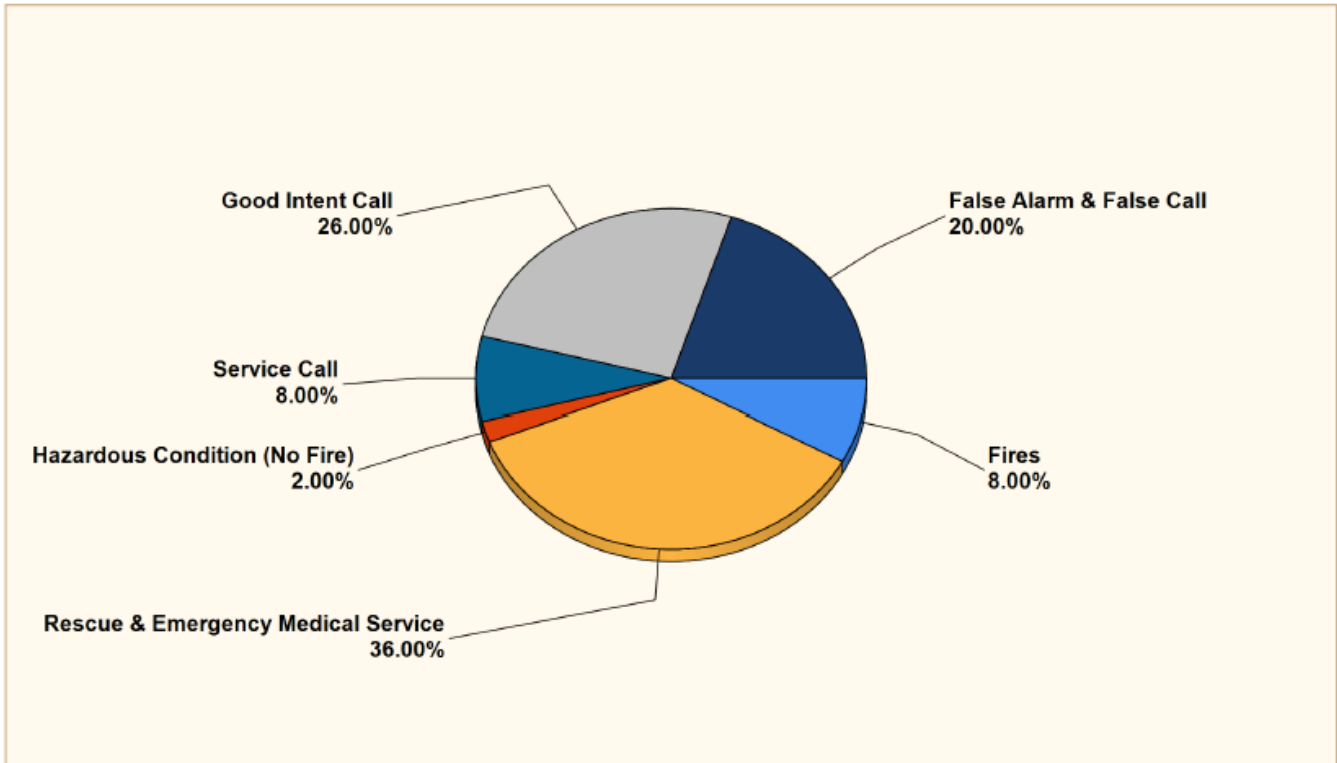
Traffic Stop	136
Airport Check	85
Welfare Check	51
Suspicious Circumstance	42
Public Assist	35
Medical Assist	31
Reckless/REDDI	23
Animal Related	19
Motorist Assist	18
Disturbance	17
Security Check	16
Property Lost/Found	15
Agency Assist	13
Civil Issue	11
Assault	10
Suspicious Vehicle	10
Bar Check	9
Patrol Request	8
Warrant Arrest	8
Trespassing	7
Attempt to Locate	6
Theft	6
Municipal Ordinance Violation	5
Motor Vehicle Accident	5
Fraud	4
Public Appearance	4
Shoplifting	4
Misconduct Involving Controlled Substance	3
Parking Complaint	3
Property Damage	3
Report of Harm	3
Traffic Hazard	3
DUI	2
Illegal Use of Credit Card	2
Leaving the Scene	2
Person Stop	2
Warrant Arrest Attempt	2
Abandoned Vehicle	1
Airport Suspicious Circumstance	1
Criminal Mischief	1
Drug Information	1
DUI Drugs	1
Domestic Violence Service	1
Domestic Violence Violation	1
Fire	1
False Alarm	1



**Fire Department:** Calls: (49 - March) in April 2018, up 2% from last month, down by 6% from last year  
 Fire: (9 - March), Rescue: (21 - March), Hazard: (1 - March), Good intents: (9 - March), False alarm: (8 – March),  
 Special Incident: (0 - March), Service call: (1 - March), Overpressure/explosion/overheat:  
 (0 – March), (March - 19) citizen assistance, (March - 25) other.



**Report to Council**  
 City Manager Nathan Wallace  
 May 22, 2018



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	8.00%
Rescue & Emergency Medical Service	18	36.00%
Hazardous Condition (No Fire)	1	2.00%
Service Call	4	8.00%
Good Intent Call	13	26.00%
False Alarm & False Call	10	20.00%
<b>TOTAL</b>	<b>50</b>	<b>100.00%</b>

Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	3	6.00%
138 - Off-road vehicle or heavy equipment fire	1	2.00%
311 - Medical assist, assist EMS crew	10	20.00%
321 - EMS call, excluding vehicle accident with injury	3	6.00%
322 - Motor vehicle accident with injuries	3	6.00%
324 - Motor vehicle accident with no injuries.	1	2.00%
381 - Rescue or EMS standby	1	2.00%
424 - Carbon monoxide incident	1	2.00%
531 - Smoke or odor removal	1	2.00%
561 - Unauthorized burning	3	6.00%
611 - Dispatched & cancelled en route	8	16.00%
622 - No incident found on arrival at dispatch address	2	4.00%
631 - Authorized controlled burning	3	6.00%
733 - Smoke detector activation due to malfunction	3	6.00%
736 - CO detector activation due to malfunction	2	4.00%
745 - Alarm system activation, no fire - unintentional	3	6.00%
746 - Carbon monoxide detector activation, no CO	2	4.00%
<b>TOTAL INCIDENTS:</b>	<b>50</b>	<b>100.00%</b>





**Community Development:**

**Library:**

<b>Patrons:</b>	<b>March</b>	<b>April</b>
<i>Total Registered Patrons</i>	<i>13,716</i>	<i>13,753</i>

Total Mat-Su Borough Resident Patrons	10,583	10,609
Total City of Palmer Resident Patrons	3,133	3,144
New Library Users		37

<b>Usage:</b>	<b>March</b>	<b>April</b>
Patron Visits/Count	9,631	8,232
Reference Questions	1,905	1,735
Library Computer Sessions	2,172	2,166
WIFI Sessions	1,448	1,310
Circulation (PPL items)	10,894	9,507
Magazine circulation	1,068	250
Take Home Paperbacks	213	271

**Programs:**

Children's Programs	41	Events	1,346	Participants	33	Events	961	Participants
Class Visits	3	Events	84	Participants	3	Events	81	Participants
Young Adult Programs	6	Events	84	Participants	5	Events	30	Participants
Adult Programs	17	Events	94	Participants	11	Events	94	Participants
<b>Total Library Programs</b>	<b>67</b>	<b>Events</b>	<b>1,761</b>	<b>Participants</b>	<b>52</b>	<b>Events</b>	<b>1,166</b>	<b>Participants</b>
Community Events	57	Events	153	Participants	44	Events	148	Participants
<b>Total Events</b>	<b>124</b>	<b>Events</b>	<b>1,761</b>	<b>Participants</b>	<b>96</b>	<b>Events</b>	<b>1,314</b>	<b>Participants</b>

**Building and Compliance:**

Compliance Letters dispatched: 0(0 -March) (unsightly premise), 1(0 -March) (clean up follow up), and 12 (14 -March) (permit follow ups), other: 2(3 -March)



**Building Department Report  
 APRIL 2018**

Permit Type	Count	Total Valuation	Permit Fees Collected	Plan Review Fees Collected
Building Permit	6	\$681,186.00	\$6,096.25	\$241.50
Sign Permit	3	\$1,880.00	\$151.50	
Fence Permit	0	\$0.00	\$0.00	
<b>Totals</b>	<b>9</b>	<b>\$683,066.00</b>	<b>\$6,247.75</b>	<b>\$241.50</b>

**TYPE OF PERMITS:**

Applicant	Valuation	Type of Work	Permit Fee	Plan Review Fee
Spellacacy, Cynthia & Duane	\$7,800.00	Storage Shed	\$170.50	
WM Construction LLC	\$183,136.00	SF New	\$1,630.75	
WM Construction LLC	\$238,471.00	SF New	\$1,974.00	
WM Construction LLC	\$234,279.00	SF New	\$1,949.00	
Howell, Clayton	\$1,000.00	Sign	\$47.50	
Stigen, Greg & Barb	\$680.00	Sign	\$73.00	
Stigen, Greg & Barb	\$15,000.00	COM Alteration	\$279.50	\$181.50
Hanson, Craig	\$200.00	Sign	\$31.00	
Johnson, Jeff	\$2,500.00	COM Alteration	\$92.50	\$60.00

**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
2009	11	6	2	\$404,841.00	\$4,440.25	
2010	26	5	4	\$2,637,203.00	\$19,554.25	
2011	24	8	2	\$2,290,679.00	\$19,381.75	
2012	29	12	1	\$4,210,550.00	\$33,084.50	
2013	15	7	2	\$3,931,275.00	\$28,507.25	
2014	31	4	0	\$7,593,951.00	\$51,537.50	
2015	35	10	3	\$2,778,357.00	\$26,684.75	
2016	19	12	4	\$22,974,593.00	\$105,513.50	
2017	17	3	3	\$2,299,816.00	\$18,199.00	\$9,863.75
2018	14	6	0	\$2,174,701.00	\$18,869.25	\$5,885.00



## Golf Course:

	<b>April 2018</b>	<b>April 2017</b>
Operational Days:	13	18
Number of Rounds:	507	1,409
Green Fees:	52,257.00	59,679.00
Cart Rental:	5,483.00	8,397.00
Club Rental:	270.00	110.00
Driving Range:	574.00	2911.00
Merchandise Sales:	14,113.50	20,493.50
Snack Bar:	720.50	3,817.00
Beer & Wine:	529.50	2,461.50



**City of Palmer  
Ordinance No. 18-004**

**Subject:** Enacting Palmer Municipal Code Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags and Amending the City of Palmer Fine Schedule

**Agenda of:** May 1, 2018 - Introduction

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


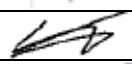

**Originator Information:**

**Originator:**    Council Members Pete LaFrance and Sabrena Combs

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature:  \_\_\_\_\_

**Attachment(s):**

- Ordinance No. 18-004
- Public Testimony

**Summary Statement/Background:**

Plastic, single-use, disposable shopping bags are a problem in the City of Palmer. Their prevalence as litter is often noted during the annual city clean up, and at any given time they can be seen tangled in trees, bushes and fences around town. Additionally, they pose a real danger to both terrestrial and aquatic wildlife and have been found in the digestive tracts of many local animals. Plastic bag bans in other regions have been shown to reduce plastic bag litter by 72% and are known to effectively help protect wildlife and pets. It is therefore in the best interest of the city to restrict the free distribution of disposable shopping bags thinner than .4 mils within the city limits. Further, a fine schedule is recommended for the distribution of single-use disposable plastic shopping bags thinner than .4 mils.

**Administration's Recommendation:**

Adopt Ordinance No. 18-004 Enacting Palmer Municipal Code Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags.

**LEGISLATIVE HISTORY**

Committee of the Whole: February 27, 2018  
Introduced by: Council Members LaFrance and Combs  
Date: May 1, 2018  
Public Hearing:  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 18-004**

**An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags and Amending the City of Palmer Fine Schedule**

WHEREAS, the use of single-use carry-out disposable plastic shopping bags in the city of palmer ("city") creates a burden on the environment, endangers wildlife, and has been shown to be harmful to bodies of water and problematic for solid waste management; and

WHEREAS, to decrease the number of littered disposable plastic shopping bags in the city, it is necessary to restrict general use; and

WHEREAS, it is in the best interest of the health, safety, and welfare of all residents to restrict the use of single-use disposable plastic shopping bags; and

WHEREAS, plastic carryout bags do not biodegrade, create problematic environmental issues, and frequently escape from trash containers and landfills creating a burden on residents and the City for clean-up.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

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

**Chapter 8.09.010 Definitions**

Any word, term, or phrase not defined in this section shall have its ordinary and common meaning. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section:

"Affected establishment" means any retail or commercial business facility located inside the city of Palmer that sells goods or prepared food directly to consumers including but not limited to grocery stores, pharmacies, retail stores, and restaurants.

"Single-use plastic disposable shopping bag" means a bag made from plastic or any material not marked or labeled as "biodegradable" or "compostable" that is neither intended nor suitable for continuous reuse and that is less than 4 mils thick, designed to carry customer purchases from the seller's premises.

#### **Chapter 8.09.020 Purpose**

The purpose of this chapter is to reduce the generation of waste from single-use plastic disposable shopping bags.

#### **Chapter 8.09.030 Single-use plastic disposable shopping bag prohibited**

A. No affected retail establishment may provide to any customer a single-use plastic disposable shopping bag for the purpose of carrying away goods from the point of sale.

B. No person may distribute single-use plastic disposable shopping bags at any city facility or any event held on city property.

#### **Chapter 8.09.040 Exceptions**

Exceptions to the prohibition are bags used by customers inside stores:

A. To package bulk items such as fruit, vegetables, nuts, grains, candy or small hardware items such as nails and bolts; and

B. Bags used to contain dampness or leaks from items such as frozen foods, meat, or fish, flowers or potted plants; and

C. Bags used to protect prepared foods or bakery goods; and

D. Bags provided by pharmacists to contain prescription drugs; and

E. newspaper, laundry or dry-cleaning bags; and

F. Bags sold for consumer use, off the seller's premises, for such purposes as the collection and disposal of garbage, pet waste, or yard waste.

#### **Chapter 8.09.050 Fines**

A Violation of this chapter is an offense punishable by the fine established in the current, adopted budget.



Section 4. Amendment of city of Palmer Fine Schedule is hereby amended to add a fine schedule for the distribution of single-use plastic disposable shopping bags, as follows:

<b>Palmer Municipal Code (PMC) Title 8 Health &amp; Safety</b>			
<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 plastic disposable shopping bag prohibited	8.09.030	First Offence: Warning Second Offence: \$100.00 Third Offence: \$300.00	8.09.050

Section 5. Effective Date. Ordinance No. 18-004 shall take effect January 1, 2019.

**Passed and approved** this \_\_\_\_ day of \_\_\_\_, 2018.

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

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

## **Norma Alley**

---

**From:** Alex Papasavas <contact@turkeyredak.com>  
**Sent:** Monday, February 26, 2018 1:31 PM  
**To:** Norma Alley  
**Subject:** Letter for Tuesday Meeting  
**Attachments:** Plastic Bags.doc

Hello Norma,

Attached is a letter to the City Council regarding the meeting tomorrow, Tuesday night. I am not able to attend and ask that the letter be read in my absence.

Please contact me with any questions or clarifications if necessary.

Thank you,  
Alex Papasavas, Owner/Manager  
Turkey Red  
(907) 355-3242



City of Palmer Clerk  
nalley@palmerak.org

February 24, 18

To the Palmer City Counsel,

Thank you for this discussion on finding an alternative to single use plastic bags. As the Owner/Manager of Turkey Red, I am confident in our Palmer community and the Palmer City council to put our heads together to develop a plan that is affordable, has minimum impact on our precious environment and minimum impact especially to those that are currently poverty stricken. As a business owner, looking at the true cost of decisions and actions is imperative in preventing costlier fixes in the future. This is where we are with this issue. Single use bags are cheap & light in weight for easier shipping, but the true cost of their existence is not calculated into the equation. When the cost of damage to wildlife alone is added, that right there makes them too costly. Extending landfills are crazy costly also, so reducing waste saves money. Other cities, states and countries are finding solutions to this problem. Over 15 years ago, London, England made available large reusable heavy-duty plastic weave bags in grocery stores for .50 pence for the lifetime of the bag. If the bag wore out, then the customer could exchange it for a new one at no cost. The first year, less than 10% of customers were using them. Within 5 years, over 90% of customers were using them. The financially advantaged and disadvantaged were both using them.

Reusable cloth bags made from hemp or bamboo is the best option. However, any reusable bag to start the process would be welcomed. We have chosen to use paper bags at our restaurant as well as paper straws. Although paper is also single use, paper bags can be recycled, will break down sooner than plastic and will not harm wildlife if eaten as much as plastic. Reusable bags are a better solution. Reusable cloth bags are the best option.

We would be more than happy to donate, contribute funds etc, for a bulk buy of reusable bags between the City of Palmer and other local businesses. The City of Palmer can have their logo on one side and the businesses can have their logos on the other. I am willing to donate time & money to help this necessary positive change in our community.

As with any new good habit, it takes conscious thought to do it enough to make it so it becomes automatic behavior. We are a diverse and clever community, so developing a habit of using reusable bags is indeed very achievable.

Thank you for your time,  
Alex Papasavas

550 S. Alaska ST, STE 100  
Palmer, AK 99645  
[Turkeyredak@gmail.com](mailto:Turkeyredak@gmail.com)  
(907)746-5544

## Norma Alley

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**From:** Brooke Heppinstall <brooke@mtaonline.net>  
**Sent:** Sunday, February 25, 2018 2:42 PM  
**To:** Norma Alley  
**Cc:** 'Brooke Heppinstall'  
**Subject:** plastic bag ban hearing/atten: City clerk  
**Attachments:** Remember the aggravation over the switch from paper bags to plastic.docx

**Importance:** High

Hi ,

I'd like to weigh in on the bag ban issue, but, I'm leaving for Juneau tomorrow. I asked a local City Council member how to do this and she said to send this attachment to you to be read aloud at the hearing Tuesday night.

Thank you!

Brooke G Heppinstall Kroenung  
Palmer, AK

Brooke Heppinstall/ Palmer AK

Remember the aggravation over the switch from paper bags to plastic? Save the forests so we can hang these plastic ones from the trees during the next wind storm! Plastic is a marvelous, too perfect invention. Eventually, it winds up in the food chain, clogs the oceans and storm drains, and makes a general mess. Plastics, in general, are a major and growing source of refuse. Paper bags can be equally bad for the overall environment. So, what we're really talking about is changing behavior from unthinking behavior to a thought process that focuses more attention: Where are my reusable bags?

Reusing stuff is a popular trend when it comes to up-cycled furniture and vintage objects, remaking thrift shop clothing, and showing off our crafty skills. Some entrepreneurs collect stuff to sell to these re-users. If we can change our point of view to value this behavior when it comes to interior design and wearables, perhaps we can do so with our shopping bags.

Personally, I can carry up to 42 pounds in one of my reusable totes. It's easier on my shoulder, doesn't break, and fits into my pocket. Friends can have fun making reusable totes. Towns could have a contest for best local design on a town tote. Businesses could host parties to make reusable totes or put their own logo on a reusable 'gift' tote. Your logo lasts longer on a reusable tote. Gifting totes is good for those in need as well.

Change itself is change resistant. It's tough enough to change our behavior to get off the couch and exercise, but, we can do it. We can learn to remember to bring our reusable totes as well.

Brooke Heppinstall

## Norma Alley

---

**From:** Debby <debbb@gci.net>  
**Sent:** Tuesday, February 27, 2018 4:42 PM  
**To:** Norma Alley  
**Subject:** Support for plastic bag ban.

Dear Madam Clerk,

I am writing in support of the single use plastic bag **ban** proposal for tonight's meeting. I've lived in the Palmer area for 20 years. I purchase 95% of my groceries and goods in Palmer stores. I always bring my own sturdy reusable bags when I shop. I have been a board member, education committee member, and volunteer for the Valley Community Recycling Solutions for 20 years. I look forward to a community that is not choked by plastic bag debris every time the wind blows. Please include my comments in the record for tonight's meeting.

Thank you,

Debby Broneske

17750 E. Idle Drive, Palmer

## Norma Alley

---

**From:** Joanie Kirk <joaniekirk@gmail.com>  
**Sent:** Tuesday, February 27, 2018 1:10 PM  
**To:** Norma Alley  
**Subject:** Clerk 2.27.18 council mtg re Plastic Bag discussion

Thank you for the opportunity to address the council.

My name is Joanie Kirk, I am a naturopathic doctor in private practice in downtown Palmer. I am writing to voice my support for plastic bag ban legislation in the City of Palmer.

The health of an environment, a community and its occupants can be assessed in many ways. Water and air quality, health of the wildlife, plant life and human population are indicators of overall well-being or dis-ease.

There is enough evidence that plastic bags cause problems in wildlife, both on land and in water. It 's enough that we harm ourselves with plastics, but the effects of human made petroleum products are literally leaking into and damaging our environment and its occupants. The health issues related to humans exposed to plastics, products of the petrochemical industry is alarming and I am afraid we will see worsening problems in the future.

Banning plastic bags is a step we can take locally to address a more pervasive issue of 'what to do with all of our stuff' in our petroleum dependent culture.

Thank you.

Joanie Kirk, ND

907-707-3604 (c)  
[www.joaniekirknd.com](http://www.joaniekirknd.com)  
[joaniekirk@gmail.com](mailto:joaniekirk@gmail.com)

## Norma Alley

---

**From:** Rose C Smith <akrcviergutz@hotmail.com>  
**Sent:** Tuesday, February 27, 2018 3:44 PM  
**To:** Norma Alley  
**Cc:** Carol Montgomery  
**Subject:** Plastic bags

Since I am not able to attend this evening, I did want to add "my 2 cents".

A revision on the strength of the bags, as well as the fee charge, I think will make people more responsible for their proper use and recycling of.

Thank you.

Rose C Smith  
Wasilla, Alaska

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Name: (Please Print)	Item Being Addressed	Mailing Address	Contact Info (Phone and/or E-Mail)
PATTI FISHER	PLASTIC BAGS	7362 W. PARKS Hwy #514 WASILLA, 99623	psfisher@gci.net
Denise Christopher	Mayors Run	PO BOX 2690 Palmer, AK 99645	907-745-6401
Diana Zitmanis	Plastic Bags	8650 Blue Mountain Lane Palmer, AK 99645	dianazsings@yahoo.com
Helen Woodings	Plastic Bags	1745 Heritage Palmer, AK 99645	hwoodings@gmail.com
Rob Czarnedzi	Plastic Bags	335 S. Cobb St	907 745-8245
m. k. ch... ..	Video		
SANDY BEL	plastic bag	ISSUE (Ottom wood)	745-2002
Lee Henriks	plastic bags	POB 3454 Palmer	
Susie Hayes	"	P.O. Box 3747 Palmer	
Anne Marie Paas	"	935 Belle Alexia Circle Palmer	
Carol Montgomery	Plastic Bag Ban		
Mollie Boyer	Plastic Bag Ban	POB 317 Palmer 99645	745-6714
Carol MONTGOMERY	plastic bag ban	4542 N. Sember Dr Palmer, AK 99645	355-4451

## **Norma Alley**

---

**From:** Lj Messenger <ljsadventure@gmail.com>  
**Sent:** Tuesday, February 27, 2018 8:23 PM  
**To:** Norma Alley  
**Subject:** I support the plastic bag ban

Hello

My name is lj messenger. I am a homeowner here in Palmer. I love our town.

I am in full support of the plastic bag ban. Sorry I was unable to make the meeting tonight.

Thanks

Lj

Sent from my iPhone

## **Norma Alley**

---

**From:** Russ Johanson <russjohanson@gmail.com>  
**Sent:** Wednesday, February 28, 2018 8:17 PM  
**To:** Norma Alley  
**Subject:** Please ban plastic bags

Dear Ms. Alley,

My wife and I recently purchased land in Palmer and hope to move from Wasilla in the near future, We always viewed Palmer as more community-driven, and more forward-thinking, than our current town; I am surprised Palmer hasn't already banned plastic bags!

I own land near the dump, and I frequently utilize our wonderful trail network in the area. The damage done by plastic blags blowing from the dump is truly breathtaking, and not in the way that Alaskan scenery should be breathtaking. There are cheap, convenient, environmentally-friendly alternatives to plastic bags - reusable bags. The ubiquitous plastic bags are quite frankly a non-value-added item. Because they damage the landscape, provide no benefit, and are easily replaced with a superior alternative, I support banning plastic bags. I hope you will too.

Thank you,  
Russ Johanson MD  
Vice President, Mat-Su Emergency Physicians

## **Norma Alley**

---

**From:** thomas buckley <fwhitney315@gmail.com>  
**Sent:** Tuesday, February 27, 2018 6:44 PM  
**To:** Norma Alley  
**Subject:** Support limiting bags

I don't think I will make to the meeting tonight, but I fully support controlling the wasteful amount of plastic bags used in Palmer. Palmer is a beautiful community, but the amount of plastic bags I see in the spring is so disheartening. To an extent it's a littering problem, but in the valley I've seen countless winds blow bags out of flatbeds, garbage cans, shopping carts etc. They end up everywhere. Please put political jargon aside and make a decision that will boost personal responsibility and community pride. I love Palmer. Please help take care of it.

Respectfully,  
Thomas Buckley  
Palmer city resident



550 S. Alaska St., Suite 101, PO Box 45, Palmer, AK 99645  
Tel: (907) 745-2880 Fax: (907) 746-4164  
www.palmerchamber.org info@palmerchamber.org

March 19, 2018

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

Re: Letter of Support – Eliminating the Distribution of Single Use Plastic Bags

Dear Mayor DeVries and City Council Members,

Tourism is a vital industry in our town and many of our members profit from the annual influx of tourists that come to see our agriculture, animals and beautiful scenery. Many of our restaurants, retail stores and lodging industries depend on these visitors to balance their bottom line.

It is important to keep our city as clean and beautiful as possible so that it mirrors the photos visitors see on the internet and in travel brochures. One only needs to look at the fences, ditches and trees to know that there is a problem with the lightweight flyaway bags that often pollute our city.

The Greater Palmer Chamber of Commerce believes it is in our members' best interest to pass legislation to eliminate the distribution of single-use plastic bags. We support an ordinance to achieve this measure.

The Greater Palmer Chamber of Commerce thanks you for your efforts to beautify our wonderful city.

Respectfully,

Ailis Vann, President  
Greater Palmer Chamber of Commerce

**RECEIVED**

APR 19 2018

City of Palmer

Palmer Downtown Merchants' Association  
Palmer, AK 99645

City of Palmer  
231 W Evergreen Avenue  
Palmer, AK 99645

Dear Mayor DeVries and City Council Members,

Thank you for working towards making Palmer an even better town in which to shop and live. As community members that make our living from our shops and businesses in downtown Palmer, we know the value of living and working in a beautiful and progressive town.

We need to keep our city as clean and beautiful as possible for our family, friends, and visitors that support our businesses. One only has to look at the fences, ditches, and trees to know that there is a problem with the lightweight, flyaway bags that often pollute our City. These flimsy single-use plastic bags are contributing to the plastics particles in our food chain, are dangerous to our health, to animals, and to the future for our children.

We believe it is in the best interests of the businesses and members of the Downtown Merchants' association to pass legislation to eliminate the distribution of single use plastic bags, and we support your ordinance to achieve this.

Thank you for your work to beautify our City.

Sincerely,

*Sam Strahan*  
Madd Matters  
*Jenice Steh*  
Necessaire

Palmer Downtown Merchants' Association

*Misfit Moffitt's Consignment*  
*Karel Mike's*  
*Just Botanicals*  
*Flower fingers*  
*KNLT-FM*  
*SHANE LAMB GALLERY*  
*Garden Gate - Rosie Jigen*  
*Jamaal*  
*Jonny*  
*Kayle*  
*Ty Walker*  
*Linda L Kelley*  
*Amy Cullen*  
*Mat-Su Valley Cancer Center*  
*Debbie Nelson*  
*The Boutique on Main*  
*Mindy Bena*  
*The Boutique on Main*  
*Amara Daniels*

## Norma Alley

---

**From:** Harvey Bowers <bowers654@gmail.com>  
**Sent:** Wednesday, April 25, 2018 9:11 AM  
**To:** City Clerk  
**Subject:** Plastic Bags comments

We live just east of Seward Meridian Road. We have had several businesses and properties here for many decades.

My wife and I support trying to eliminate or greatly reduce the proliferation of single use plastic bags in Palmer.

We have experienced loss due to ingestion of windblown plastic bags by our reindeer. We have had a 40 year battle with picking up windblown bags on our property.

Harvey also had cancer a number of times and almost died. Researchers have linked micro plastic ingestion to cancer. Plastic breaks down 5 mm or less and is ultimately ingested in food and water. Harvey's cancer was fairly rare but there are over a dozen cases in Mat-Su with a likely environmental trigger. The long term health associated with using plastic is only being tested by its long term use.

Using plastic for only a few minutes seems foolish. Plastic bags may not only be a nuisance but a long term public health and safety issue. Anything the City of Palmer can do to reduce the impact of single use plastic bags would be appreciated.

Thank you for consideration.

Harvey & Sandy Bowers  
305 S. Bartlett Circle, Wasilla, AK 99654  
email: harvey@agateinn.com

## Norma Alley

---

**From:** Carol Montgomery <anclm4@mtaonline.net>  
**Sent:** Tuesday, May 08, 2018 11:06 PM  
**To:** Norma Alley  
**Subject:** Plastic bag legislation

To: Norma Alley, Palmer City Clerk

From: Carol Montgomery, Mat-Su Zero Waste Coalition Plastic Bag Committee

Re: Plastic Bag Ordinance

Dear Ms. Alley,

The following is a brief history and timeline of events surrounding the movement to ban plastic bags in Alaska. I thought it would be helpful to provide some context and some history of this issue for Members of the City Council.

### History and Timeline of Movement to Ban Plastic Bags in Mat-Su

In the fall of 2016, third graders on a field trip to VCRS told staff that they had witnessed Dr. Collins at the Matanuska Experiment Farm remove wads of plastic from his caribou.

Dr. Collins confirmed local ruminants were eating plastic bags. He had 2 caribou deaths. Williams Reindeer Farm confirmed they had lost reindeer due to plastic bags for years. Now they patrol fields daily to grab bags before the reindeer eat them. Agate Inn confirmed 2 reindeer deaths from plastic bag obstruction.

October, 2016, Mat-Su Zero Waste Coalition decided to form a Plastic Bag Committee [PBC] to explore this problem and to raise awareness about these hazards. We did research and found alarming hazards to marine life and learned about microplastics in salmon (see reference below\*). We found necropsy confirmed deaths of other local animals and AK wildlife. We made video of local caribou/reindeer eating plastic.

October, 2016, Cordova bans plastic bags

In November, 2016, PBC surveyed shoppers at Carrs Palmer and Wasilla Walmart. Out of 266 respondents, 162 (61%) said they favored either a ban or fee to regulate single use plastic shopping bags.

August, 2017 KTUU Channel 2 news interviewed Dr. Collins at Matanuska Experiment Farm about moose eating plastic bags. Plastic bags can cause obstruction and death in moose if they eat enough of it.

Throughout 2017 PBC went to Community Councils and spoke to Rotary, Kiwanis, Chamber of Commerce and many other local groups. We found strong support and local groups contributed over \$3,000. Money was used to purchase radio ads to make people aware of hazards. PBC purchased and distributed reusable bags to over 2,000 shoppers at grocery stores in Wasilla.

August, 2017 Assembly member Barb Doty sponsored legislation through Mat-Su Borough assembly. However, the only legal option for Borough was an excise tax on single use disposable plastic shopping bags [SUDPSB].

Public turnout at Assembly showed strong support for reducing bags, but strong anti-tax feeling.



Mayor Cottle opposed the excise tax, but agreed SUDPB were a problem, so he proposed to ban the bags in Wasilla.

Borough Assembly decided to wait and see what Wasilla would do.

January 2018, Wasilla City Council voted 5:1 to ban SUDSB. Written testimony was 47:1 in favor and public comments were 2:1 in favor.

KTVA Ch 11 reported on Wasilla ordinance and conducted a poll asking viewers whether Anchorage should ban plastic bags. 75% were in favor.

2018 Kodiak and Soldotna both passed bans on SUDPSB

In 2018 AK legislative session, HB 264, a ban on SUDPSB passed two House committees but didn't get enough support to go to the House floor. Public testimony during hearings was overwhelmingly in favor of the ban.

April, 2018, Pete LaFrance introduces ordinance to Palmer CC to ban SUDPSB

References for further information about the hazards of plastic:

Plastic trash in the ocean: <https://scienceworld.scholastic.com/issues/2016-17/041717/an-ocean-of-plastic.html>  
[https://serc.carleton.edu/NAGTWorkshops/health/case\\_studies/plastics.html](https://serc.carleton.edu/NAGTWorkshops/health/case_studies/plastics.html)

Plastic in fish:

\*[https://www.researchgate.net/publication/278041328\\_Ingestion\\_of\\_Microplastics\\_by\\_Zooplankton\\_in\\_the\\_Northeast\\_Pacific\\_Ocean](https://www.researchgate.net/publication/278041328_Ingestion_of_Microplastics_by_Zooplankton_in_the_Northeast_Pacific_Ocean)  
<https://www.theguardian.com/lifeandstyle/2016/aug/31/fish-plastic-pollution-ocean-environment-seafood>

Plastic effects on human health:<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2967230/>  
<https://www.news-medical.net/news/20100320/Impact>

## Norma Alley

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**From:** Sarah Keith Kehoe <skkehoe@gmail.com>  
**Sent:** Thursday, May 10, 2018 5:20 AM  
**To:** Norma Alley  
**Cc:** WACBABs  
**Subject:** In favor of plastic bag ban

Dear Palmer city council,

I am fully in favor of the plastic bag ban. Plastic bags are strewn across the landscape and are ugly. Plastic bags are causing harm to animals and to our reputation as a state. I hope you will all vote wholeheartedly in favor of this ban. We Alaskans can do better and have no need for it. We can learn to do better and will. Please help us in this regard and rise us all up in doing the right thing.

Thank you for your service,

Sarah Kehoe  
Physician Assistant  
P O box 765  
Talkeetna  
AK 99676

Sent from my iPhone

## Norma Alley

---

**From:** Sabrena Combs  
**Sent:** Wednesday, May 16, 2018 5:10 PM  
**To:** Norma Alley  
**Subject:** Fwd: Ordinance 18-0004

Sent from my iPhone

Begin forwarded message:

**From:** Regin Dervaes <[regin.dervaes@gmail.com](mailto:regin.dervaes@gmail.com)>  
**Date:** May 16, 2018 at 12:54:35 PM AKDT  
**Cc:** [edevries@Palmerak.org](mailto:edevries@Palmerak.org), [rbest@Palmerak.org](mailto:rbest@Palmerak.org), [scarrington@Palmerak.org](mailto:scarrington@Palmerak.org), [scombs@Palmerak.org](mailto:scombs@Palmerak.org), [dfuller@Palmerak.org](mailto:dfuller@Palmerak.org), [plafrance@Palmerak.org](mailto:plafrance@Palmerak.org)  
**Subject:** Ordinance 18-0004

Thank you for taking the time to address this issue within our community. I am a proponent for banning one time plastic bags in the greater Palmer area.

Plastic bags may be convenient during our shopping trips, but they are doing more harm than good. According to National Geographic, we use more than 500 billion plastic bags every year and, because the bags are so easily discarded, many are swept into rivers or drains and end up in the ocean. This makes plastic bags among the top 12 items of debris found along coastlines.

And once the bags are there, they do not go away for a very long time. Plastic bags are made of a type of plastic called polyethylene. Because polyethylene is not biodegradable without special treatment, items made of it rapidly accumulate in borough dumps and garbage patches in the ocean and can take more than 300 years to decompose.

We need to vote to approve ordinance 18-0004 to ensure that the planet is protected from the harmful effects of plastic bags. With Ordinance 18-0004 we can make sure we do not introduce more bags into the landfills, rivers and oceans.

Thank you,

Regin Dervaes

## Norma Alley

---

**From:** Sabrena Combs  
**Sent:** Wednesday, May 16, 2018 5:10 PM  
**To:** Norma Alley  
**Subject:** Fwd: I SUPPORT Ordinance 18-0004

Sent from my iPhone

Begin forwarded message:

**From:** Megan Fritts <[megan.l.fritts@gmail.com](mailto:megan.l.fritts@gmail.com)>  
**Date:** May 16, 2018 at 5:00:17 PM AKDT  
**To:** "[edevries@Palmerak.org](mailto:edevries@Palmerak.org)" <[edevries@palmerak.org](mailto:edevries@palmerak.org)>  
**Subject:** I SUPPORT Ordinance 18-0004

Dear City Council,

Please pass ordinance 18-0004 and help prevent unnecessary single use plastic bag pollution.

Please see article from the USDA site and know that your choice WILL make a difference.

<https://reader.elsevier.com/reader/sd/6449CE17D11CBFC31EEE195C0623CF1FC0B5D38104AAA9B20E8E80869C7E007AAA0660F11212F5875BDF97CC67AD94C0>

I am low income and find it extremely easy to use my 5 oversized \$0.58 reusable bags from Walmart once a week when shopping for my family. It's actually easier because you have less to deal with when you unload.

Your decision is leading the way for change and it's what the residents want.

Thank you for your time!

Megan Fritts  
Palmer, AK

## Norma Alley

---

**From:** Norma Alley  
**Sent:** Thursday, May 17, 2018 9:17 AM  
**To:** Norma Alley  
**Subject:** FW: Palmer Plastic Bay Ordinance

Begin forwarded message:

**From:** Doug Hill <[apprendre@gci.net](mailto:apprendre@gci.net)>  
**Date:** May 16, 2018 at 5:26:35 PM AKDT  
**To:** <[scombs@palmerak.org](mailto:scombs@palmerak.org)>  
**Subject:** Palmer Plastic Bay Ordinance

Plastic in the food chain, plastic in tap water, fish and wildlife eating plastic ...

Plastic Fibers Are Found in 83% of the World's Tap Water, a New Study Reveals (Time Magazine): <http://time.com/4928759/plastic-fiber-tap-water-study/>

Your Table Salt Is Likely Sprinkled With Microplastics, Research Reveals (Forbes Magazine): [//www.forbes.com/forbes/welcome/?toURL=https://www.forbes.com/sites/trevornace/2017/09/14/table-salt-contains-carcinogenic-plastic-study/&refURL=https://www.google.com/&referrer=https://www.google.com/](http://www.forbes.com/forbes/welcome/?toURL=https://www.forbes.com/sites/trevornace/2017/09/14/table-salt-contains-carcinogenic-plastic-study/&refURL=https://www.google.com/&referrer=https://www.google.com/)

I have personally picked up hundreds of plastic grocery bags from roadsides, forest, wetlands, lakes, rivers, ...After the bags have been exposed to I don't know how many days of UV rays they shatter like glass into small pieces. Micro plastics are a major issue facing humanity. Fish eat the micro-plastics as they would plankton or insects.

What possible downside can there be to taking this one little step of banning plastic grocery bags? In my mind there is no sane reason to not ban them.

Recycling is not an answer to the problem. Many humans are still littering. Many people do not secure loads of trash in the back of their trucks. There is no reason for the trash that we see accumulating along, for example, the Glenn Highway in the Palmer Hay Flats where I have picked up many plastic grocery bags.

Please vote to ban plastic bags in Palmer.

I am sending this to all member of the Palmer City Council.

Thank you for your time,

Doug Hil  
437 S Gulkana Street  
Palmer, Alaska

## Norma Alley

---

**From:** Edna DeVries  
**Sent:** Thursday, May 17, 2018 8:07 AM  
**To:** Norma Alley  
**Subject:** Fwd: Support for Palmer Plastic Bag Ordinance

Sent from my iPhone

Begin forwarded message:

**From:** Patricia Fisher <[psfisher@gci.net](mailto:psfisher@gci.net)>  
**Date:** May 16, 2018 at 9:33:12 PM AKDT  
**To:** <[edevries@palmerak.org](mailto:edevries@palmerak.org)>  
**Subject:** Support for Palmer Plastic Bag Ordinance

Dear Mayor, please consider a positive vote on the Plastic Bag ordinance. It is time to recognize that these bags are a hazard to our environment. And there are simple alternatives to using plastic bags.

Keep an open mind and please consider that we must begin changing our habits which are so detrimental to the environment.

***Patti Fisher***

## Norma Alley

---

**From:** Edna DeVries  
**Sent:** Thursday, May 17, 2018 8:09 AM  
**To:** Norma Alley  
**Subject:** Fwd: Palmer Plastic Bag Ordinance

Sent from my iPhone

Begin forwarded message:

**From:** karen johnson <[ksjohnson4911@gmail.com](mailto:ksjohnson4911@gmail.com)>  
**Date:** May 16, 2018 at 5:14:27 PM AKDT  
**To:** [dfuller@palmerak.org](mailto:dfuller@palmerak.org), [scarrington@palmerak.org](mailto:scarrington@palmerak.org), [rbest@palmerak.org](mailto:rbest@palmerak.org), [edevries@palmerak.org](mailto:edevries@palmerak.org)  
**Subject:** Palmer Plastic Bag Ordinance

Dear Council Members: I am sending this message to encourage you to carefully consider the Palmer Plastic Bag Ordinance and cast a vote to implement the ordinance = a ban on single use plastic bags.

This spring I have spent 6 hours pulling plastic (bags, tubs, containers & lids, and pet food bags) out of the brush at the back of my small yard. The trash accumulation is frustrating, especially when I think about how much of it would be eliminated if the community was not using light weight "grocery" bags.

I fully support a ban on plastic bags used at retail stores. It won't take long for folks to get used to bringing their own reusable bags on their shopping outings.

Sincerely,  
Karen S. Johnson, Palmer resident since 1952

## Norma Alley

---

**From:** Edna DeVries  
**Sent:** Thursday, May 17, 2018 9:12 AM  
**To:** Norma Alley  
**Subject:** Fwd: Please support bag ban

Sent from my iPhone

Begin forwarded message:

**From:** Judy and Mark Masteller <[markjudy@mtaonline.net](mailto:markjudy@mtaonline.net)>  
**Date:** May 17, 2018 at 8:46:07 AM AKDT  
**To:** <[rbest@palmerak.org](mailto:rbest@palmerak.org)>, <[dfuller@palmerak.org](mailto:dfuller@palmerak.org)>, <[edevries@palmerak.org](mailto:edevries@palmerak.org)>, <[scarrington@palmerak.org](mailto:scarrington@palmerak.org)>  
**Subject:** Please support bag ban

Hello Palmer City Council members,  
While we don't live within the city of Palmer, we live just outside (and prefer to shop in Palmer). We strongly support the proposed plastic bag ban, and hope you support it as well. Please do the right thing and follow Wasilla's lead – so we can spend our grocery money in Palmer! Thanks,  
Mark and Judy Masteller

641 S. Lower Rd  
Palmer



**City of Palmer  
Action Memorandum No. 18-059**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Utility Extension Agreement with Maple Springs of Palmer SNF Holdings, LLC. for Water and Sewer Main Extensions to the Maple Springs of Alaska Palmer Campus, Located West of the Palmer City Limits at 12000 East Palmer-Wasilla Highway

**Agenda of:** May 22, 2018

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

**Originator Information:**

**Originator:**    City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>  √  </u>	Finance	<u><i>[Signature]</i></u>	<u>05/03/2018</u>
_____	Fire	_____	_____
_____	Police	_____	_____
<u>  √  </u>	Public Works	<u><i>[Signature]</i></u>	<u>05/03/2018</u>

**Approved for Presentation By:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ 15,000.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates a saving in the amount of:	\$ <u>15,000.00</u>
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): <u>02-00-00-2215 Utility Extension Deposit</u>
<input checked="" type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: *[Signature]*

**Attachment(s):**

- Utility Extension Agreement
- Location info/map
- Project Drawings

**Summary Statement/Background:**

Maple Springs of Palmer is requesting approval of a Utility Extension Agreement to extend City water and sewer main service to their proposed Maple Springs of Alaska Palmer Campus in accordance with 2018 City of Palmer Standard Specifications. The developer's engineer, Richard Besse, PE, RLS, of Besse Engineering & Surveying has provided a certified cost estimate of \$357,260.70.

Construction of 1,580 lineal feet of 8" DIP water main and facilities	\$177,352.00
Construction of 1,423 lineal feet of 8" DIP sewer main and facilities	\$120,266.00
Consultant engineering fees and other related costs	\$44,642.70
Estimated City warranty period cost	<u>\$15,000.00</u>
	\$357,260.70

There is no proposed oversizing cost related to this project.

Upon finalization and signing of the Utility Extension Agreement, the developer will provide the project cost deposit required in Section 2.03.

Maple Springs of Alaska Palmer Campus is located outside the current City limits but is within the City's utility service area. Approval of this Utility Extension Agreement will allow the developer to build a senior housing complex and develop 6 additional lots for commercial purposes (typically medical related facilities).

Prior to final execution of this Utility Extension Agreement, the developer will provide the performance guarantee as required under Section 2.08 of the Agreement.

**Administration's Recommendation:**

To approve Action Memorandum No. 18-059 allowing the City Manager to negotiate and execute a Utility Extension Agreement with Maple Springs of Palmer SNF Holdings, LLC.

## UTILITY EXTENSION AGREEMENT

**RETURN TO:** City of Palmer  
231 W. Evergreen Avenue  
Palmer, AK 99645

Palmer Recording District

THE CITY OF PALMER (hereinafter the City), a municipal corporation,  
*Maple Springs of Palmer SNF Holdings, LLC* (hereinafter the Developer) enter into the following Agreement  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Nicholas Larsen executes this Agreement on behalf of the Developer. It is understood that the Developer is a corporation and that the person who executes this Agreement on behalf of the Developer does so in the capacity of President. Mr. Nicholas Larsen warrants that he has the authority to execute this Agreement on behalf of the owner, developer of the property which is the subject of this Agreement. The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

### **DEVELOPER**

*Nicholas Larsen  
Maple Springs of Palmer  
SNF Holdings, LLC  
350 E. 2200 North  
North Logan, Utah 84341*

### **CITY**

City Manager  
City of Palmer  
231 W. Evergreen Avenue  
Palmer, AK 99645  
(907) 745-3271

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Palmer Recording District and the Palmer Water Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

See Attached

(NOTE: If this legal description is taken from the preliminary plat for the subdivision, it is subject to change after filing of the final plat. See attached map for approximate location of Property).

Tax ID No. 17N02E058006

**Section 1 The Project.**

- A. The Developer shall extend the existing water system to serve the Property in conformance with 2018 City of Palmer Standard Specifications. The water system shall include all water and wastewater facilities necessary to provide water service to each lot and/or parcel.
  
- B. The Developer shall design, construct, and install water mains from the Property to the City's existing water and system. The Developer shall pay the entire cost of constructing the water and wastewater systems to serve the Property. The total cost of constructing water facilities under this Agreement is estimated to be as indicated in Section 2 below. This estimate shall be used to compute the project cost deposit as required by Paragraph 2.03 of Article II of this Agreement.
  
- C. In the event the water main to be constructed under the terms of this Agreement serves other parcels of land which are not owned by the Developer, then no construction may commence until the Developer submits a signed, notarized statement to the City waiving all claims for future reimbursement for providing service to such other parcels of land.
  
- D. For utility extensions outside the Palmer City Limits council authorization is required before construction per **Palmer Municipal Code 13.08.070 Service outside city.**

**Section 2 Estimated Project Costs.**

The Estimated Costs itemized below are predicated on the estimates provided by the Developer or his agents.

A. Developer's Estimated Cost:

Estimated construction cost of approximately <u>1,580</u> lineal feet of DIP- <u>8"</u> -inch water main and facilities:	\$ 177,352.00
<u>1423</u> lineal feet of <u>8"</u> DIP sewer main and facilities	\$ .00
Estimated consultant engineering fees and other related costs (i.e. design, soils, survey, project administration, inspection, etc.):	120,266.00
	44,642.70
	\$ .00
Estimated City warranty period costs (refer to Article 2.03 of this Agreement):	15,000.00
	\$ .00
TOTAL ESTIMATED DEVELOPER'S COST:	\$ .00
	357,260.70

B.	<u>City's Estimated Share of Oversizing Cost:</u>	N/A
C.	<b><u>TOTAL ESTIMATED PROJECT COST:</u></b>	<u>\$ .00</u>

**Section 3 Reserved.**

**Section 4 Reserved.**

**ARTICLE I**

**GENERAL PROVISIONS**

**1.01 Application of Article.**

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

**1.02 Permits, Laws and Taxes.**

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

**1.03 Relationship of Parties.**

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor of the Developer be deemed an agent, employee or partner of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provisions of this Paragraph.

**1.04 Engineer's Relation to City.**

Notwithstanding Paragraph 2.01, of Article II, or any agreement whereby the City reimburses the Developer's engineering costs; an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City.

**1.05 Developer's Responsibility.**

The Developer shall be solely responsible for the total performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

**1.06 Developer's Assumption and Indemnification.**

The Developer shall indemnify, defend, and hold harmless the City from any claim, or alleged claim, action or demand arising from any act or omission, related to this Agreement in whole or in part, of the Developer, his agents, employees or contractors. The liability assumed by the Developer pursuant to this Paragraph includes but is not limited to claims for labor and materials furnished for the construction of the improvements.

If applicable, the Developer shall perform this Agreement and carry out its work and operations related to this Project pursuant to and in conformance with the Utility Permit (the "ADOTPF Permit") issued by the State of Alaska Department of Transportation and Public Facilities (the "Department") for this project, or portion thereof, a copy of which ADOTPF Permit is attached to this Agreement as Attachment "A". The Developer hereby assumes all duties, obligations and liabilities imposed on the City by the ADOTPF Permit, the Alaska Statutes specified or referred to in the ADOTPF Permit, the terms, requirements and regulations specified or referred to in the ADOTPF Permit, the applicable policies, directives and orders issued by the Commissioner of the Department as referred to in the ADOTPF Permit, and any other obligations or liabilities imposed on the City under any agreement or requirement of the City to indemnify, hold harmless and or defend the Department or the State of Alaska on this project. In addition, the Developer shall indemnify, hold harmless and defend the City for any claims, actions, charges, liabilities, obligations, penalties, damages, costs and expenses (including costs and attorneys fees) arising, claimed or charged against the City for damage to property or injury to or death of persons, arising wholly or in part from any action taken by or failure to be taken by the Developer (including, but not limited to, its employees, officers, agents, contractors, subcontractors, licensees or similar persons), the City in relation to the project.

**1.07 Disclaimer of Warranty.**

Notwithstanding this Agreement or any action taken by any person hereunder; neither the City nor any municipal officer, agent or employee warrants or represents the fitness,

suitability, or merchantability of any property, plan, design, material, workmanship or structure for any purpose.

**1.08 Cost of Documents.**

All plans, reports, drawings or other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

**1.09 Assignments.**

- A. Except insofar as subparagraph B of this Paragraph specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Paragraph 1.10 of this Article.
- B. The Developer may not assign its interest or delegate its duties under this Agreement unless expressly permitted in writing by the City.

**1.10 Default: City's Remedies.**

- A. The City may declare the Developer to be in default:
  - 1. If the Developer is adjudged a bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed because of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
  - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or, if the failure requires more than thirty (30) days to cure, the Developer fails within 30 days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default, the City may do any one or more of the following:
  - 1. Terminate this Agreement without liability for any obligation maturing after the date of the termination.

2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus incurred from any payments then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
3. Exercise its rights under any performance or warranty guarantee securing the Developer's obligations under this Agreement.
4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties.

**1.11 Non-Waiver.**

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

**1.12 Effect of Standard Specifications**

The City of Palmer Standard Specifications (2018) and Development Standards (1985) in effect at the time this Agreement is executed, as well as Title 18 of the Alaska Administrative Code and the State of Alaska criteria adopted for the design of water and/or sanitary sewer facilities, shall be the minimum standards for performance under this Agreement unless otherwise specifically provided in writing. Definitions or other provisions in the standard specifications describing the relationships and responsibilities of parties to City construction contracts do not apply herein to the extent that they conflict with any provision of this Agreement.

**1.13 Amendment.**

The parties may amend this Agreement only by mutual written agreement, which shall be attached hereto.

**1.14 Jurisdiction: Choice of Law.**

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The laws of the State of Alaska shall govern the rights and duties of the parties under this Agreement.



### **1.15 Definitions.**

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "ACCEPTANCE" by the City means a determination that an improvement meets municipal construction standards and does not refer to accepting a dedication of the improvement by the Developer.
- B. "AS-BUILT DRAWINGS" means the plan and profile reproducible drawings, verified and signed by a registered professional engineer, to be the actual horizontal and vertical alignment, distance, grade, amounts, etc. depicting the true location of utility improvements constructed.
- C. "THE CITY" means the City of Palmer, Alaska.
- D. "CERTIFIED COST STATEMENT" means an itemized statement provided to THE CITY of costs certified by the Developer to be the actual and final costs of water and/or sanitary sewer facilities constructed. A copy of the final pay estimate and/or other applicable billings sufficient to verify all costs shall be included. A form to be used when reporting certified costs shall be provided by the City.
- E. "FINAL INSPECTION" means that inspection performed by the City after completion of all improvements required of the Developer under the terms of this Agreement. All improvements must satisfactorily complete a final inspection before placing any part of the improvements under warranty period.
- F. "IMPROVEMENTS" means work the Developer is required to perform under the terms of this Agreement.
- G. "CITY" means the City of Palmer and, for the purposes of administering this Agreement, means the City of Palmer Public Works Department Director, or their designee.
- H. "RECORD DRAWINGS" means the plan and profile reproducible drawings, verified by a registered professional Engineer to be the horizontal and vertical alignment, distance, grade, amounts, etc. as reflected in survey notes, contractor's notes, line and grade notes, and engineer's notes, and as relates to the basic control rather than the construction stake line. When record drawings are submitted the engineer shall identify the contractor's name, contact name with phone number and address; a reference to the line and grade survey book number; the engineering firm's name and address, and a reference to the engineering survey book number. Record drawings will only be accepted as a substitute for as-built

drawings if the Developer's engineer notes which portion of the drawing information was provided by the contractor, which by the line and grade person, and which by the engineer.

- I. "STANDARD SPECIFICATIONS" for purposes of this agreement, means those construction specifications maintained and periodically reviewed and modified by the City of Palmer which are published as the City of Palmer Standard Specifications.
- J. "WARRANTY INSPECTION" means that inspection performed by the City at the end of the two-year warranty period. All improvements must satisfactorily complete a warranty inspection before final acceptance of the improvements by the City.
- K. "WATER/SANITARY SEWER EXTENSION" means that water or sanitary sewer line which reaches from the water or sanitary sewer service connection to the structure and is generally located on private property.
- L. "WATER/SANITARY SEWER SERVICE CONNECTION" means the pipe and appurtenances required to connect an individual property or facility to the water or sanitary sewer main and which terminates at the property line or easement limit and shall not include the necessary further extension of the water or sanitary sewer system onto private property.

## ARTICLE II

### PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for construction of the improvements or commence construction until the requirements of Paragraphs 2.01 through 2.08 below have been met.

#### 2.01 Engineer.

- A. The Developer shall retain an Engineer registered as a Professional Engineer under the laws of the State of Alaska to design and administer the construction of the improvements, including preparing plans, calculations for water flow including fire hydrants at 1000 GPM minimum flow and material specifications conformance to Standard Specifications, ADEC submission of all required paperwork, inspecting and controlling the quality of the work described herein in accordance with the City's recommended procedures for consulting engineers. If this agreement requires the City to reimburse the Developer for engineering costs, the professional fee schedule of the Engineer shall be attached as an appendix hereto.
- B. The Engineer hired by the Developer shall be retained to be available throughout the entire two-year warranty period to effect, through the contractor and/or the Developer, correction of all warranted conditions. A letter to this effect shall be signed by both the Developer and the Engineer and shall be filed with the City before a Notice to Proceed with the construction of this project is approved.
- E. The Developer shall inform the City of the name and mailing address of the Engineer he has retained to perform the duties described in subparagraphs A and B above and agrees that notice to the Engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this Paragraph.

The Developer has retained *Richard L. Besse*, License # *AE663574*, license expiration date, *00/00/20. 12/31/2019.*

Firm: *Besse Engineering*  
Mailing Address: *1890 W. Jarne Marie Circle*  
*Wasilla, AK. 99654*  
Telephone No: *907-357-4257*  
Fax No:

E-Mail Address:

**2.02 Plans and Specifications.**

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements. The Developer shall submit design drawings in accordance with the City of Palmer Standard Specifications (2018) as amended for water and sewer improvements. The City reserves the right to return incomplete drawings (less than 85% complete) to the Developer for completion and re-submittal.
- B. The Developer shall submit to the City proof that he has retained an Engineer to perform the duties described in Paragraph 2.01 of Article II.
- C. If the City requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- D. The City shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three weeks from either: (1) the submission of all plans and specifications for the improvements, or (2) the payment of the deposit required upon plan submission under Paragraph 2.03 below, whichever occurs later.

**2.03 Project Cost Deposit.**

The Developer shall deposit with the City the amounts required under Paragraph 3.03.C of this Agreement. The City does not guarantee that final billings will be in accordance with amounts stated in this agreement, or orally given estimates. It is expressly understood by the Developer that a Developer shall pay the City's actual cost associated with all work performed under this agreement. The City's cost shall include, but is not limited to, agreement administration, plan checking, field surveillance, testing, final inspections, warranty inspections and overhead.

**2.04 Liability Insurance.**

The Developer shall provide proof that it has acquired the insurance required under the Standard Specifications of the City in effect at the time of the execution of this Agreement, in the form prescribed in those Standard Specifications, or, if the Developer has engaged a prime contractor to perform the work under this Agreement, proof that the prime contractor has acquired such insurance, naming the Developer as an insured.

## **2.05 General Standard of Workmanship.**

The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

## **2.06 Surveyor.**

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a Professional Land Surveyor under the laws of the State of Alaska.

## **2.07 Required Reporting.**

- A. Quality Control:
1. Prior to the preconstruction conference, the Developer shall submit a certified Quality Control Plan for review and approval, to include the following:
    - a. Name and telephone number(s) of the Engineer;
    - b. Name and telephone number(s) of any individual(s) under the Engineer's direct supervision who will be conducting field inspections;
    - c. Engineer's review and signature procedure of field inspections performed by personnel under the Engineer's direct supervision;
    - d. Procedure(s) to be used to note and correct construction deficiencies;
    - e. Procedure(s) to be used to coordinate pipe testing with the City;
    - f. Procedure(s) to be used to comply with minimum testing requirements specified in the City of Palmer Standard Specifications;
    - g. Procedure(s) to be used to request final inspections by the City.
  2. The Developer shall submit written inspection reports on a weekly basis of material testing results and summaries of daily activities to the City. Copies of materials testing results shall be attached to inspection reports. Weekly reports shall be submitted no later than 4: 00 PM on Monday following each project work week.

Failure to submit weekly inspection reports shall be cause for the City to issue a stop work order under the provisions of Paragraph 2.10.A of this Agreement.

Engineer's inspection shall include, but not necessarily be limited to, verification of the following:

- a. adequacy of pipe foundation material;
  - b. compliance with approved vertical and horizontal pipe alignment;
  - c. bedding and backfill material type, quality, placement and density;
  - d. system component material by type, size and installation (for example pipe, valves, fittings, manholes, fire hydrant assemblies, pipe restraints, curb stops, corporation stops, polyethylene encasement of pipe, etc.);
  - e. compliance with required pipe tests;
  - f. compliance with all applicable permit stipulations; and
  - g. observed deficiencies during inspection or testing; actions taken to correct deficiencies; and notes of discussion with the City pertaining to the deficiencies.
3. The Developer shall coordinate testing and inspections with the City and provide notice to the City of the need for such inspections.
- B. Expressed or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement. If during construction field conditions warrant changes to the approved plans, the Developer shall obtain written concurrence from THE CITY prior to implementing these changes.

## **2.08 Performance Guarantee.**

- A. To guarantee the construction of the improvements required by this Agreement, the Developer shall grant to the City one of the following documents, in an amount equal to the Total Estimated Developer's Cost, as shown in Section 2.A. of this Agreement, plus an overrun allowance of twenty percent (20%).
1. A Surety Bond from a company qualified by law to act as a surety in the State of Alaska.

2. An Escrow Account with a bank or financial institution authorized by law to do business in the State of Alaska. The escrow account shall be irrevocable, shall be established in the name of the City and shall authorize the City to draw on the account without the further written consent of the Developer.
  3. A Letter of Credit from a bank or financial institution authorized by law to do business in the State of Alaska. The letter of credit shall be irrevocable and shall identify the City as beneficiary.
  4. A Deed of Trust, a copy of which will be recorded in the Palmer District Recorder's Office, Third Judicial District, State of Alaska. No Deed of Trust shall be accepted unless the unencumbered value of the Property equals or exceeds the stated amount of the guarantee required.
  5. Cash.
- B. The total value of the performance guarantee provided shall be equal to or greater than the estimated total project cost as reflected in Section 2C of this Agreement plus project overrun allowances. The performance guarantee will not be released by the City until all improvements required by this Agreement have been completed by the Developer; the water and/or sanitary sewer improvements inspected and accepted under warranty by the City, and an acceptable warranty guarantee posted as required by Paragraph 3.04 of Article III of this Agreement.

#### **2.09 Surveillance.**

- A. The City may monitor the progress of the improvements and the Developer's compliance with this Agreement and perform any inspection or test it deems necessary to determine whether the improvements conform to this Agreement.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Paragraph 2.07 above, the Utility may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the improvements conform to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this Paragraph are solely for the benefit of the Utility. The City does not undertake to test or inspect the improvements for the benefit of the Developer or any other person.

#### **2.10 Stop Work Orders.**

- A. If the City determines that there is a substantial likelihood that the Developer will fail to comply with this Agreement, or if the Developer does fail to comply, the Utility may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or his Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
1. Arrangements made by the Developer to remedy the nonconformity; and
  2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of a stop work order under this Paragraph is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this Paragraph shall be grounds for an action or claim against the City, or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:
- “The City of Palmer, pursuant to a Water Main and/or Sanitary Sewer Extension Agreement on file with the city manager and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Water Main and/or Sanitary Sewer Extension Agreement. If a stop work order is issued by the City of Palmer, the contractor immediately shall cease all work, and await further instruction from the Developer.”

**2.11 Specified Completion Date.**

All improvements required under this Agreement shall be completed within two (2) years from the date of execution hereof.



## **ARTICLE III**

### **ACCEPTANCE OF IMPROVEMENTS**

#### **3.01 Prerequisites to Acceptance.**

The City shall not finally accept the improvements constructed under the terms of this Agreement until all the following requirements have been met.

A. As-Built or Record Drawings.

The Developer shall provide the City with one acceptable set of reproducible signed as-built or record drawings and two blue-line copies, one C.D. Electronic media thereof for each improvement constructed. The as-built or record drawings shall be submitted to the City of Palmer Public Works Department within 40 working days following successful completion of a final inspection of this project by Utility inspectors. The as-built or record drawings and blue-line copies shall be certified to represent accurately the improvements as actually constructed and shall be signed by a Professional Engineer, registered under the laws of the State of Alaska. Failure to submit approved as-built or record drawings within this 40-working day period shall be sufficient cause for the Utility to deny reimbursement to the Developer for providing water/sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the as-built or record drawings have been received and approved by the City. The Developer shall submit a copy of the post construction survey notes as well as the Engineer's "during construction" inspection notes to the City along with the as-built or record drawings. See paragraph 1.15 for a definition of as-built and record drawings.

B. Certified Cost Statement.

The Developer shall provide a certified cost statement to the City within 60 days of completion of a successful final inspection of the sanitary sewer or water lines by the City. The certified cost statement shall be notarized and submitted on a form provided by the City and shall consist of the total project costs including all labor, material, equipment, engineering inspection and all other direct or indirect costs incurred. A copy of the final pay estimate and/or other applicable billings or invoices sufficient to verify all costs shall be included. Failure to submit an approved certified cost statement within this 60-day period shall be sufficient cause for the City to deny reimbursement to the Developer for providing

water/sanitary sewer service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the certified cost statement has been received and approved by the City.

C. Alaska Department of Environmental Conservation Approval to Construct and Final Approval to Operate

The Developer must provide the City a copy of the Alaska Department of Environmental Conservation's Approval to Construct and Final Approval to operate prior to the City's acceptance and operation of any public water or sewer improvements constructed under this Agreement.

D. Inspection and Testing.

1. During construction of the improvements required by this Agreement, or upon receiving notice from the Engineer that the Developer has completed the improvements, the City shall schedule an inspection of the improvements. The City may inspect the improvements and any related work in dedicated easements or rights-of-way.
2. The City shall inform the Developer in writing of any deficiencies in the work found during its inspections.
3. At its own expense, the Developer shall correct all deficiencies found by the inspection performed under subparagraph 1 of this Paragraph. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.
4. The City may continue to re-inspect the improvements until the Developer has corrected all deficiencies in the improvements.
5. Most fire hydrants constructed require adjustment to meet finished grade. Contractor personnel are authorized to set adjust fire hydrants to City Standard Specifications. The Developer will be liable for the cost of the fire hydrant adjustment based on time and materials expended. The City will, after the adjustment, bill the Developer for the actual cost of the adjustments if not done by the contractor.
6. Testing of the newly laid water main will be performed in accordance with the Palmer Standard Specifications and witnessed by Developer engineer & City personnel. This will consist of:

- a. Flushing
- b. Hydrostatic Pressure or Leakage Test
- c. Sterilization Testing (ADEC) Standards
- d. Removal of high chlorine water and neutralization

These tests shall be performed before water or sewer will be supplied for sale. A copy of each test results will be furnished to the City.

7. Testing of the newly laid sewer main will be performed in accordance with the Palmer Standard Specifications and witnessed by Developer Engineer & City personnel. This will consist of lamping to test sewer main alignment. Pressure testing of all sewer mains and service lines to Palmer Standard Specifications. Inspections of Manholes for proper installation to Palmer Standard Specifications

These tests shall be performed before the City provides sewer service to the area served by the improvements. A copy of the test results will be furnished to the City.

8. A final inspection will be performed in accordance with the Palmer Standard Specifications 2018 and 1985 Development Standards and witnessed by City personnel. This final inspection will take place after completion of all improvements and will consist of, but is not limited to, the following as appropriate:

- a. Continuity test of Water Main Line and Service Connections,
- b. Check Water Main Line Valve Boxes,
- c. Check Hydrant Valve Boxes,
- d. Check Hydrant for Operation and Installation,
- e. Check Water Service Line Key Boxes,
- f. Check Water Main Line Valve Box Markers,
- g. Check Sewer Manholes for proper Grouting, Ram-neck, Smooth Inverts, Beaver Slides, etc.
- h. Check sewer mains for alignment by lamping,
- I. Location Markers for all Sewer Stub-Outs.
- J. Dual # 10 tracer wires installed on all HDPE piping

The Developer Engineer shall furnish the City a copy of the final inspection results itemizing any existing deficiencies. Upon notification that the deficiencies have been corrected, the City will require another final inspection of those items.

9. After a final inspection has revealed that all improvements and related work in dedicated easements and rights-of-way meet City standards; after the Developer & Engineer has furnished as-built or record drawings and a notarized certified cost statement; and after the Developer has deposited the fees required in Section 3.03; the City shall notify the Developer that the improvements have been accepted and are now under a two (2) year warranty period.
10. Prior to the end of the two (2) year warranty period, the City shall conduct a Warranty Inspection to determine whether all improvements and related work within the dedicated easements and rights-of-way continue to meet Palmer Standard Specifications. A copy of the Warranty Inspection results will be furnished to the Developer itemizing any existing deficiencies. After all deficiencies have been corrected to the satisfaction of the City, the City shall notify the Developer that the City accepts full responsibility for all future maintenance of the public water and/or sanitary sewer facilities constructed under this Agreement.

### **3.02 Consequence of Acceptance of Improvements.**

The City's final acceptance of the improvements constitutes a grant to the Utility of all the Developer's rights; title and interest in and to all the improvements, together with all easements, rights-of-way or other property interest not previously conveyed which are necessary to provide adequate access to the water and/or sanitary sewer improvements.

### **3.03 Developer's Warranty.**

- A. The Developer shall warrant the design, construction, materials and workmanship of the improvements against any freezing, failure and/or defect in design, construction, material or workmanship which is discovered prior to the expiration of the two years warranty period from the date the City notifies the Developer of the acceptance of the improvements.
- B. This warranty shall cover all direct and indirect costs of repair or replacement; damage to the property or other improvements to facilities owned by the City or any other person caused by freezing and/or other failure or defect; and any increase in cost to the City for operating and maintaining the improvements resulting from freezing and/or such other failures, defects or damage.
- C. Prior to acceptance under warranty of this project, the Developer shall provide the City with a cash project cost deposit (described in 2.03) to cover the City's costs incurred during the warranty period. This cash deposit is in addition to the warranty guarantee required by Paragraph 3.04 below. The amount of this

deposit shall be as indicated below and shall be based on the Developer's certified cost statement for this project.

<u>CERTIFIED COSTS</u>	<u>REQUIRED DEPOSIT</u>
\$10,000.00 or less	\$500.00
\$10,000.01 to \$50,000.00	\$2,000.00
\$50,000.01 to \$150,000.00	\$7,500.00
Over \$150,000.00	\$15,000.00

- D. Any action or omission to take any action on the part of the City authorized by this Agreement including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

**3.04 Warranty Guarantee.**

- A. To secure the Developer's performance of the warranty under Paragraph 3.03 above, the performance guarantee provided by the Developer under Paragraph 2.08 of Article II shall remain in effect until the end of the warranty period, or until the Developer has furnished some other type of acceptable and adequate warranty guarantee as indicated in subparagraph B below.
- B. An acceptable warranty guarantee may be a corporate Surety Bond, a Cash Deposit, or a Letter of Credit in an amount equal to a percent of the project's approved certified cost statement as set forth below:

<u>Certified Project Cost</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000	10%
\$500,000 to \$1,000,000	7.5%
More than \$1,000,000	5%

- C. The warranty period shall mean a period of two (2) years from and after acceptance date under warranty of the improvements by the City unless a longer warranty period is required by agreement. The warranty period shall be understood to imply prompt attention by the Developer to repair any defects that occur. In those instances where the water or sanitary sewer is constructed in conjunction with other public improvements, this warranty period shall run concurrently with the warranty of the last improvement to be constructed.

**3.05 City's Remedies under Warranty.**

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty required in Paragraph 3.03 above. The Utility shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by warranty within 2 days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defect within the time allowed by subparagraph B above, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill thereof, the City may pursue any remedy provided by law of this Agreement to recover the cost of the corrective work.
- D. The City reserves the right to immediately remedy, at the Developer's sole expense, any failure or defect determined by the City to be hazardous in the event the failure or defect, if not corrected promptly, jeopardizes life and/or property.

**3.06 Conditions of Reimbursement.**

If this Agreement requires the City to reimburse the Developer for all or part of the cost of an over sizing improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement and upon the successful sale of bonds.

**3.07 Completion of Performance - Release of Warranty.**

- A. The City shall perform a year-end warranty inspection of all improvements constructed prior to the end of the two-year warranty period, and before releasing any warranty guarantee and/or deposit then in effect. Pursuant to Paragraph 3.05 above, the Developer shall correct any failure or defect in the work revealed by the warranty inspection.
- B. Upon the Developer's satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement.

C. The City reserves the right to refuse to enter into an Agreement with any Developer for the future extension of water and/or sanitary sewer mains when said Developer fails or refuses to comply in a timely manner with the conditions of this Agreement, a previous Agreement or is currently delinquent in the payment of any account owed to THE CITY.

IN WITNESS WHEREOF the parties hereto have set their hands on the date first set forth above.

**CITY OF PALMER**

**DEVELOPER**

By: \_\_\_\_\_  
Nathan Wallace  
City Manager  
City of Palmer

By: \_\_\_\_\_  
*Nicholas Larsen*  
Title: Managing Partner

STATE OF ALASKA            )  
  )  
THIRD JUDICIAL DISTRICT    )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Douglas B. Griffin known to me to be the City Manager of the City of Palmer, Alaska, the corporation that executed the foregoing instrument, and he acknowledged to me that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  )  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_ known to me to be the \_\_\_\_\_ that executed the foregoing instrument, and he acknowledged to me that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein stated.

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

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_





# MATANUSKA-SUSITNA BOROUGH

## Real Property Detail for Account: 17N02E05B006

**Site Information**

<b>Account Number</b>	17N02E05B006	<b>Subdivision</b>	
<b>Parcel ID</b>	46136	<b>City</b>	None
<b>TRS</b>	S17N02E05	<b>Map PA12</b>	
<b>Abbreviated Description (Not for Conveyance)</b>	TOWNSHIP 17N RANGE 2E SECTION 5 LOT B6	<b>Tax Map</b>	

**Site Address** 12000 E PALMER-WASILLA HWY

**Ownership**

**Owners** MAPLE SPRINGS OF PALMER S LARSEN **Buyers** RYAN H & LAURALYN K

**Primary Owner's Address** 350 E 2200 NORTH NORTH LOGAN UT 84341 **Primary Buyer's Address**

**Appraisal Information**

Appraisal				Assessment			
Year	Land Appraised	Bldg. Appraised	Total Appraised	Year	Land Assessed	Bldg. Assessed	Total Assessed*
2018	\$812,200.00	\$10,200.00	\$822,400.00	2018	\$812,200.00	\$10,200.00	\$822,400.00
2017	\$812,200.00	\$10,300.00	\$822,500.00	2017	\$0.00	\$0.00	\$0.00
2016	\$812,200.00	\$10,600.00	\$822,800.00	2016	\$0.00	\$0.00	\$0.00

**Building Information**

**Structure 1 of 2**

<b>Business Use</b>	THE HOUSE ON WESSEL FARM	<b>Residential Units</b>	1
<b>Design</b>	Residential Building	<b>Condition</b>	Standard
<b>Construction Type</b>	One Story	<b>Basement</b>	Full
<b>Grade</b>	Frame	<b>Year Built</b>	1960
<b>Building Appraisal</b>	03.9	<b>Foundation</b>	Concrete Block
<b>Septic</b>	\$83900	<b>Well</b>	Well 1 - Drilled Well
	Septic - 1 - Septic Tank		

**Structure 2 of 2**

<b>Business Use</b>	OFF HER ROCKER	<b>Residential Units</b>	0
<b>Design</b>	Residential Garage	<b>Condition</b>	Standard
<b>Construction Type</b>	Other	<b>Basement</b>	None
<b>Grade</b>	Frame	<b>Year Built</b>	2001
<b>Building Appraisal</b>	None	<b>Foundation</b>	Slab on Grade
<b>Septic</b>	\$18500	<b>Well</b>	

**Building Item Details**

**Building Number**

Building Number	Description	Area	Percent Complete
1	Unfinished Basement - 2A	1005	100
1	Fin. Split Entry - 2D	1005	100
1	Oil Heat	1	100
1	Garage (10.2) - 11G	960	100
1	First Story	1005	100
2	Garage (10.2) - 11G	864	100

**Tax/Billing Information**

Year	Certified	Zone	Mill	Tax Billed	Recorded Documents	Recording Info (offsite link to DNR)
					Date	Type
2018	No	0003	Not Yet Set	Tax Not Yet Billed	11/16/2017	WARRANTY DEED (ALL TYPES) <a href="#">Palmer 2017-026931-0</a>
2017	Yes	0003	13.34	\$10676.46	6/26/1984	QUITCLAIM DEED (ALL TYPE) <a href="#">Palmer Bk: 365 Pg: 489</a>
2016	Yes	0003	12.969	\$10379.54	11/15/1982	CLERKS DEED <a href="#">Palmer Bk: 282 Pg: 738</a>

**Tax Account Status †**

Status	Tax Balance	Farm	Disabled Veteran	Senior	Optional	Total	LID Exists
Current	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	No

**Land and Miscellaneous**

<b>Gross Acreage</b>	33.90	<b>Taxable Acreage</b>	33.90	<b>Assembly District</b>	Assembly District 002	<b>Precinct</b>	11-060	<b>Fire Service Area</b>	132 Greater Palmer Consol	<b>Road Service Area</b>	016 South Colony RSA
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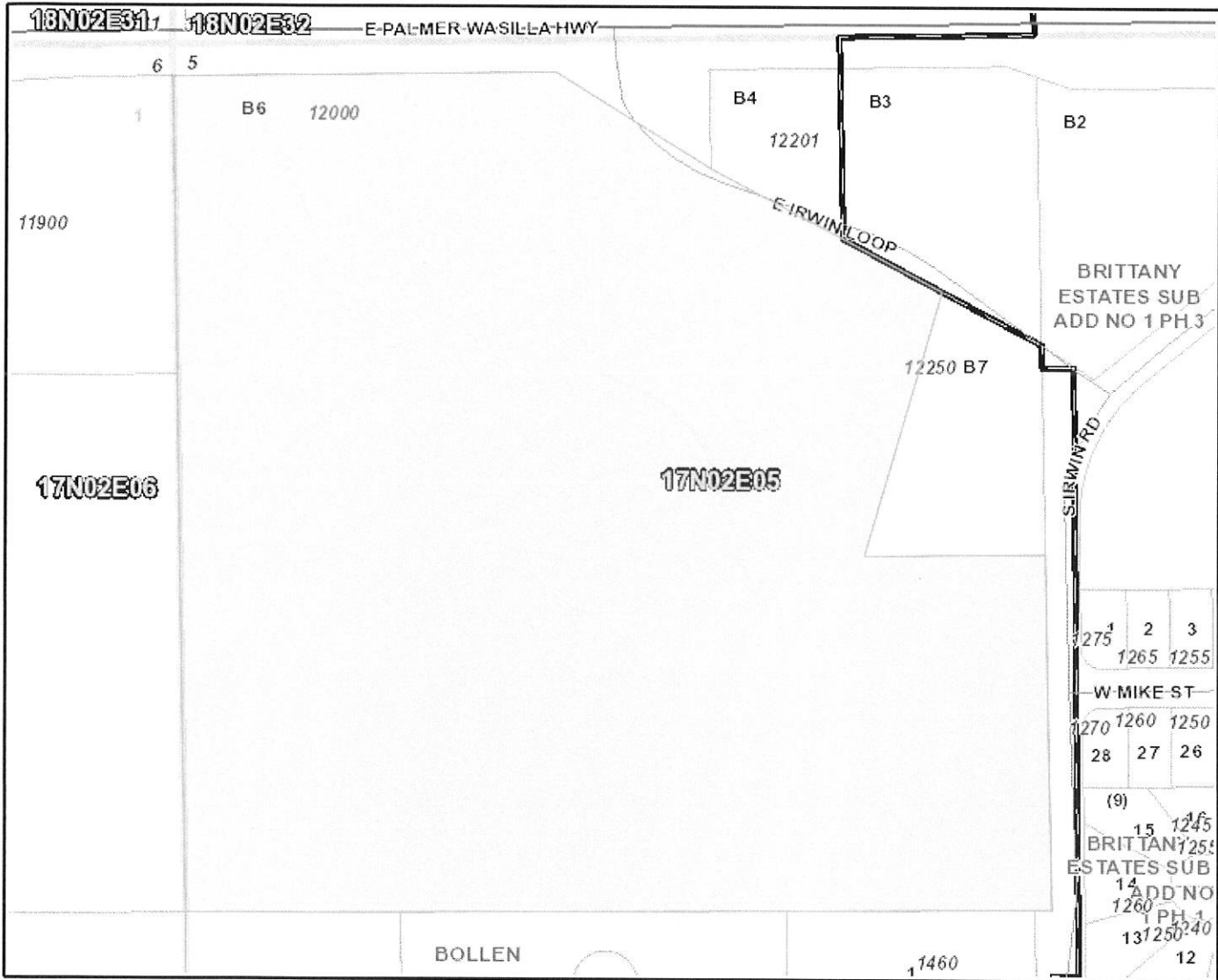
\* Total Assessed is net of exemptions and deferrals, rest, penalties, and other charges posted after Last Update Date are not reflected in balances.

† If account is in foreclosure, payment must be in certified funds.

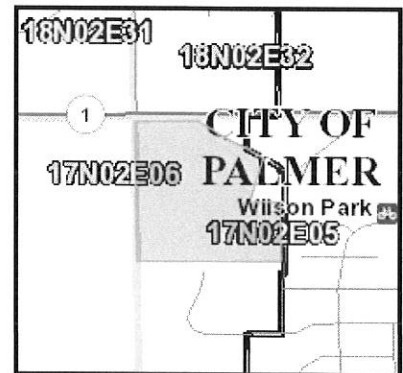
Last Updated: 4/23/2018 4:00:02 AM



# Matanuska-Susitna Borough Land Information Parcel Report



Selected parcel highlighted



Parcel location within Matanuska-Susitna Borough

**Account ID:** 17N02E05B006  
**Owner(s):** MAPLE SPRINGS OF PALMER SNF HLDGS  
 LARSEN RYAN H & LAURALYN K  
**General Owner:** PRIVATE  
**Legal Description:** TOWNSHIP 17N RANGE 2E SECTION 5 LOT B6

This map is solely for informational purposes only. The Borough makes no express or implied warranties with respect to the character, function, or capabilities of the map or the suitability of the map for any particular purpose beyond those originally intended by the Borough. For information regarding the full disclaimer and policies related to acceptable uses of this map, please contact the Matanuska-Susitna Borough GIS Division at 907-861-7858.

Report generated  
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CONSTRUCTION PLANS  
FOR  
SUBDIVISION IMPROVEMENTS

MAPLE SPRINGS OF ALASKA  
PALMER CAMPUS

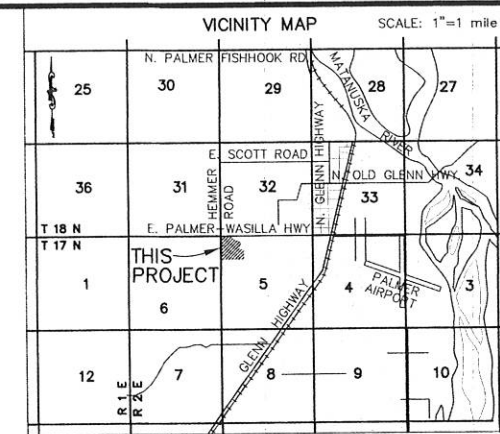
2018 IMPROVEMENTS

SITE PLAN, NOTES, AND DETAILS  
STREET & DRAINAGE IMPROVEMENTS  
SANITARY SEWER IMPROVEMENTS  
WATER IMPROVEMENTS

SHEET C-1  
SHEETS C-2 & C-3  
SHEETS C-4 & C-5  
SHEETS C-6 & C-7

Maple Springs of Palmer  
SNF Holdings, L.L.C.  
350 East 2200 North  
North Logan, Utah 84341

May 2, 2018



**Besse Engineering**  
1890 Jaime Marie Circle  
Wasilla, Alaska 99654  
907-357-4257

Owner  
**Maple Springs of Palmer  
SNF Holdings, L.L.C.**  
350 East 2200 North  
North Logan, Utah 84341

**MAPLE SPRINGS OF ALASKA  
PALMER CAMPUS**

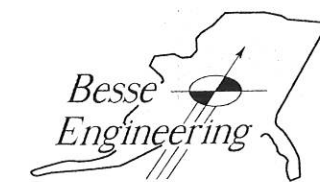
REVISIONS

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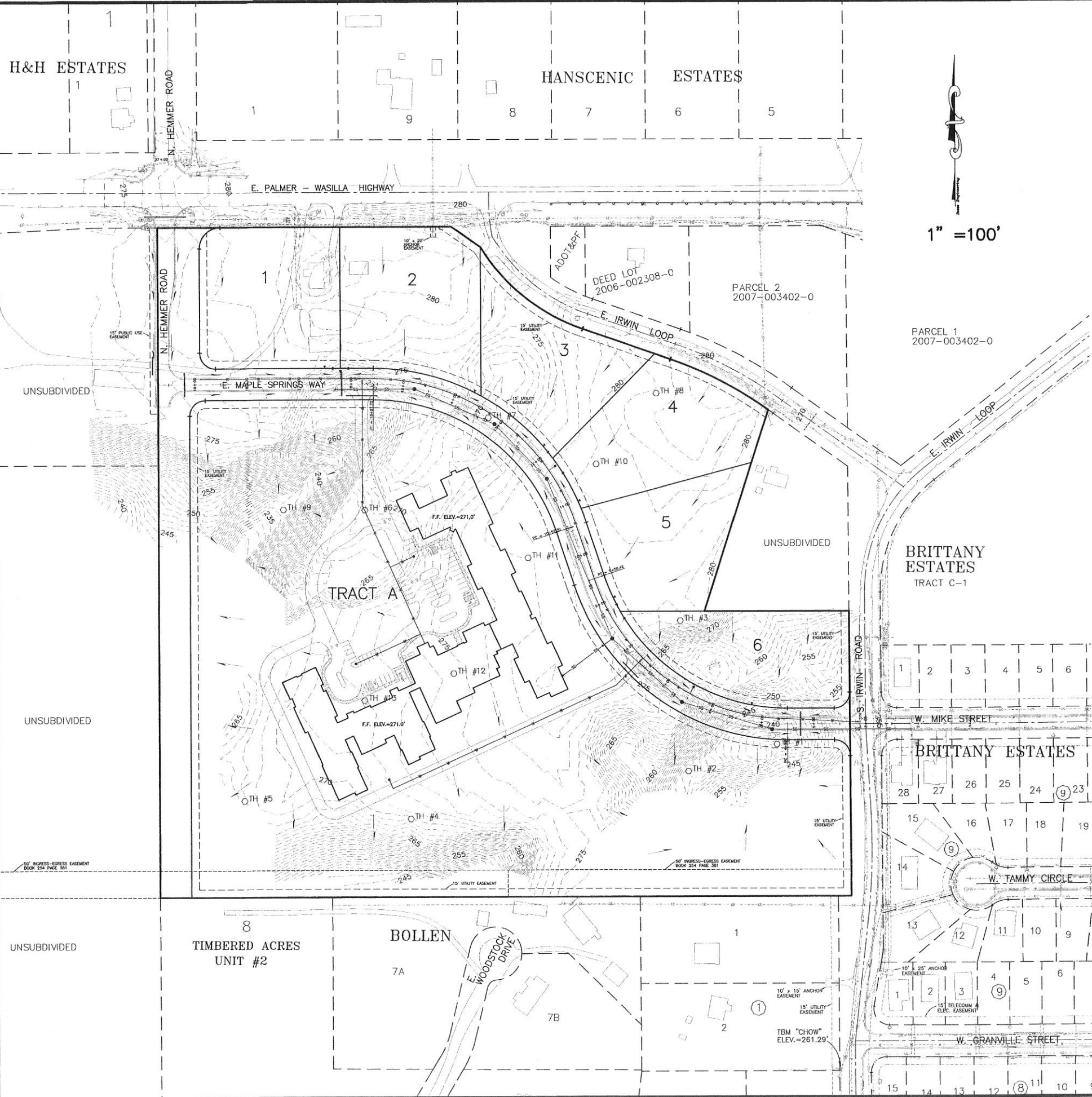
JOB NO.	B17-06
DATE	02MAY18
DRAWING	MAPLE.DWG
REVIEWED	RLB

COVER SHEET

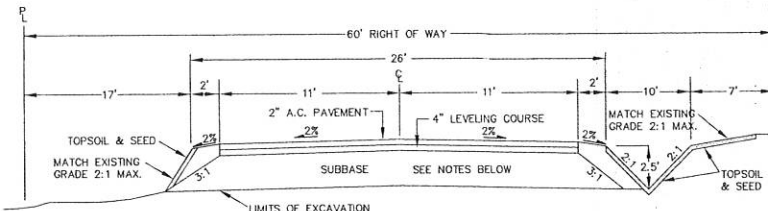
SHEET NO.  
**COVER**



**BESSE ENGINEERING**  
1890 Jaime Marie Circle  
Wasilla, Alaska 99654  
907-357-4257



1" = 100'



TYPICAL RESIDENTIAL COLLECTOR N.T.S.  
E. MAPLE SPRINGS WAY

**STREET CONSTRUCTION NOTES**

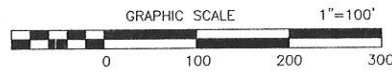
1. THE TOP 6" LAYER OF SUBBASE SHALL BE NFS CONTAINING NO STONES LARGER THAN 3".
2. THE SUBBASE MATERIAL SHALL BE A MINIMUM OF 2.0" OF NFS MATERIAL.
3. LIMITS OF EXCAVATION SHALL BE DETERMINED BY THE ENGINEER.
4. ALL ORGANIC MATERIAL SHALL BE REMOVED FROM THE ROAD PRISM.
6. RIGHT-OF-WAY AND CONSTRUCTION CENTERLINES ARE IDENTICAL UNLESS NOTED.
6. ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE SUBDIVISION CONSTRUCTION MANUAL.

**NOTES**

1. ALL WATER CONSTRUCTION SHALL BE INSTALLED AS SPECIFIED IN THE MOST CURRENT VERSION OF THE CITY OF PALMER STANDARD SPECIFICATIONS. ALL STREET CONSTRUCTION SHALL BE INSTALLED AS PER THE MAT-SU BOROUGH CONSTRUCTION MANUAL.
2. CONTRACTOR SHALL RECORD SURVEY NOTES AND CONSTRUCTION FIELD INSTALLATION NOTES FOR SUBMITTAL WITH RECORD DRAWING PLANS.
3. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL ENCOUNTERED UTILITIES IN THE FIELD, AND RECORD ANY CHANGES ON CONTRACTOR RECORD DRAWINGS AND IN THE FIELD INSTALLATION NOTES.
4. THE BASIS OF VERTICAL DATUM IS CITY OF PALMER, BRITANNY ESTATES SUBDIVISION, ADDITION No. 1.
5. THE OWNER OF THE PROJECT IS MAPLE SPRINGS OF PALMER, SNF HOLDINGS; 250 E. 2200 NORTH, NORTH LOGAN, UTAH, 84341.

**LEGEND**

PROPOSED	EXISTING	DESCRIPTION
—S—	—SS—	SANITARY SEWER LINE AND MANHOLE
—SD—	—SD—	STORM DRAIN LINE AND MANHOLE
—W—	—W—	WATER LINE AND VALVE BOX
—S—	—S—	SANITARY SEWER SERVICE
—M—	—M—	WATER SERVICE
—C—	—C—	STORM DRAIN CATCH BASIN
—F—	—F—	FIRE HYDRANT
—SC—	—SC—	SANITARY SEWER CLEANOUT
—D—	—D—	DRAINAGE CULVERT
—OTH-1—	—OTH-1—	SOIL TEST HOLE
—U—	—U—	UTILITY POLE
—L—	—L—	STREET LIGHT POLE
—UG—	—UG—	UNDERGROUND NATURAL GAS
—UE—	—UE—	UNDERGROUND ELECTRIC
—OE—	—OE—	OVERHEAD ELECTRIC
—UC—	—UC—	UNDERGROUND COMMUNICATIONS
—E—	—E—	EDGE OF PAVING
—EP—	—EP—	ELECTRICAL PEDESTAL
—ET—	—ET—	ELECTRICAL TRANSFORMER
—CP—	—CP—	COMMUNICATIONS PEDESTAL
—S—	—S—	STREET SIGN
—D—	—D—	DRAINAGE
—B—	—B—	TEMPORARY BENCH MARK, AS DESCRIBED



**Besse Engineering**  
1890 Jaime Marie Circle  
Wasilla, Alaska 99654  
907-357-4257

Owner  
**Maple Springs of Palmer**  
**SNF Holdings, L.L.C.**  
350 East 2200 North  
North Logan, Utah 84341

**MAPLE SPRINGS OF ALASKA**  
**PALMER CAMPUS**

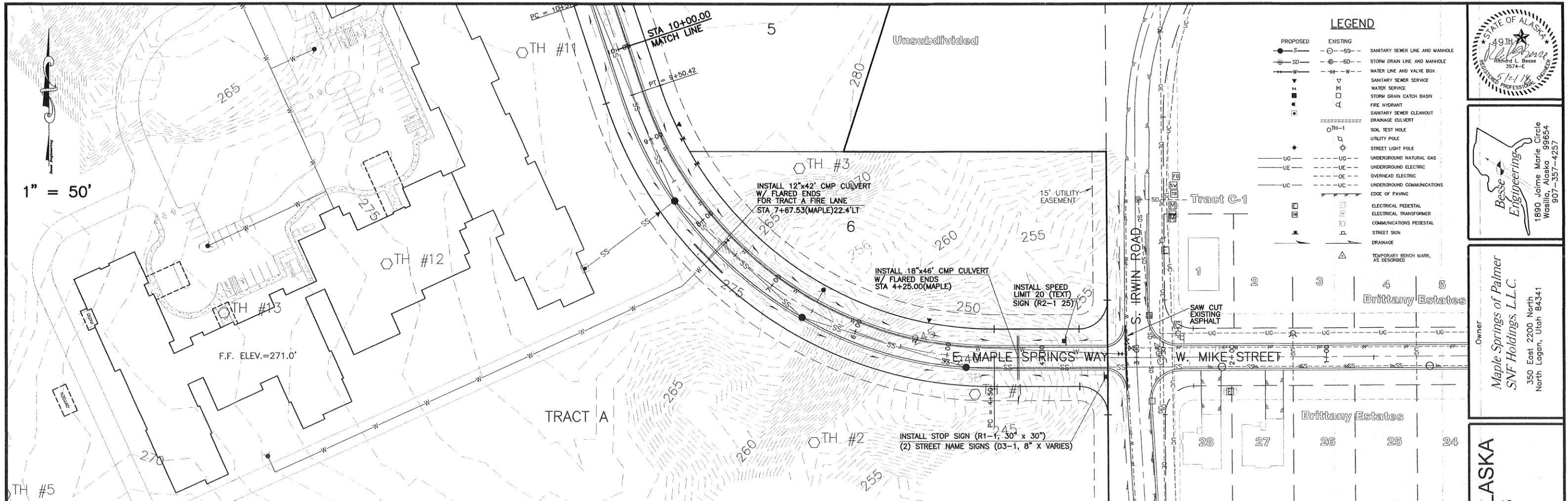
REVISIONS

NO.	DATE	DESCRIPTION

**SITE & DRAINAGE PLAN**

SHEET NO.  
**C-1**

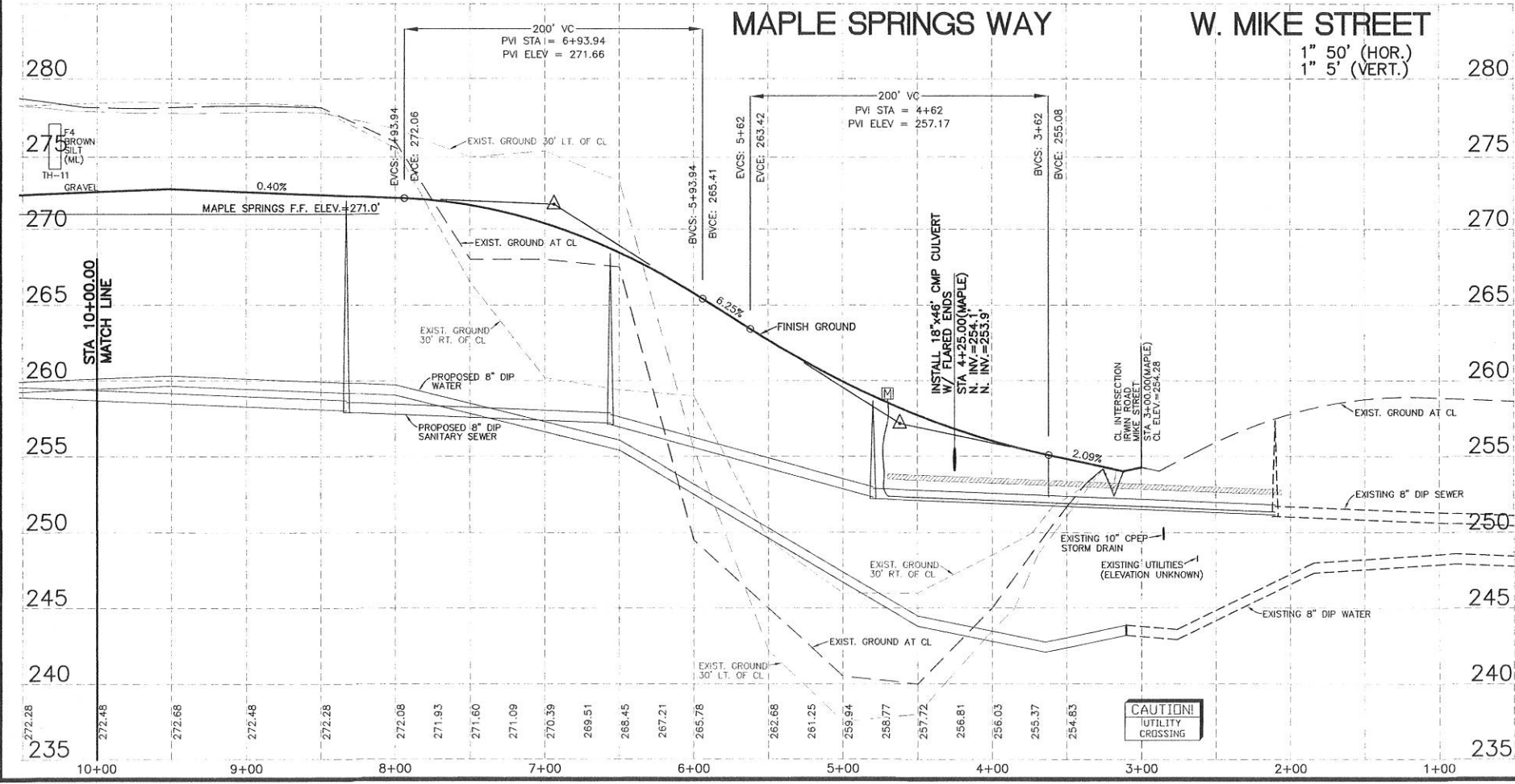
JOB NO. 817-13  
DATE 02MAY18  
DRAWING MAPLESPRINGSPALMER  
REVIEWED RLB



Besse Engineering  
1890 Jaime Marie Circle  
Wasilla, Alaska 99654  
907-357-4257

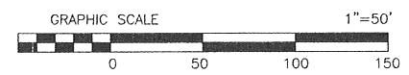
Owner  
Maple Springs of Palmer  
SNF Holdings, L.L.C.  
350 East 2200 North  
North Logan, Utah 84341

MAPLE SPRINGS OF ALASKA  
PALMER CAMPUS



**CALL BEFORE YOU DIG**  
The Contractor shall notify all area utility companies prior to commencement of excavation. The following is a partial list:  
LOCATE CALL CENTER OF ALASKA 278-3121  
(includes ATU, AWWA, CEA, ENR, Butler Aviation/Tessoro, Prime Cable, MLP, Traffic Signals, MOA Storm/Street)  
STATE STORM/STREET LIGHTS 333-2411  
MILITARY PETROLEUM LINES 862-4112

**CAUTION**  
EXISTING UTILITY LOCATIONS ARE APPROXIMATE.  
CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION



NO.	REVISIONS

JOB NO. B17-13  
DATE 02MAY18  
DRAWING MAPLESPRINGSPALMER  
REVIEWED RLB

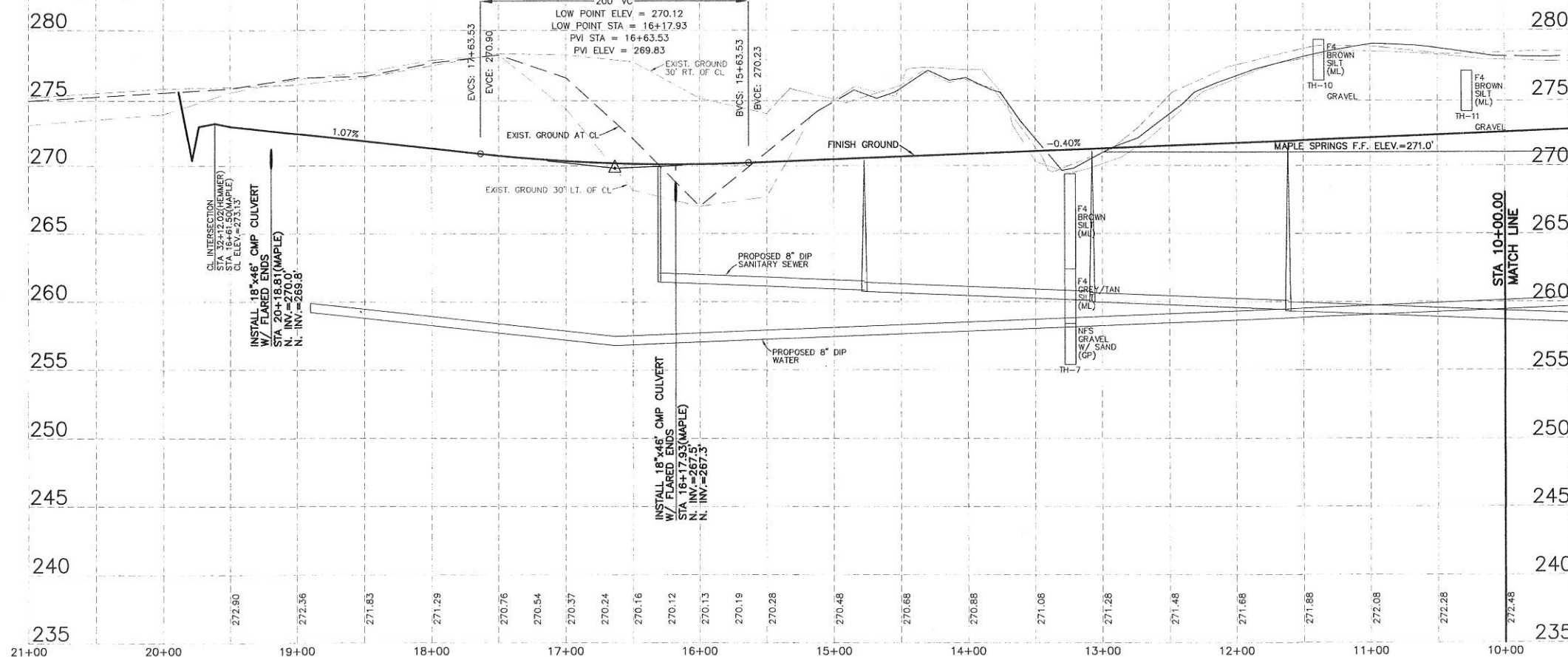
STREET PLAN AND PROFILE

SHEET NO. C-2

**CAUTION**  
EXISTING UTILITY LOCATIONS  
ARE APPROXIMATE.  
CONTRACTOR SHALL VERIFY  
ALL UTILITY LOCATIONS  
PRIOR TO CONSTRUCTION

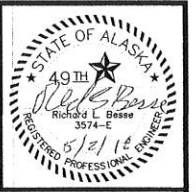
1" = 50'

1" = 50' (HOR.)  
1" = 5' (VERT.)



**LEGEND**

PROPOSED	EXISTING	DESCRIPTION
—S—	—SS—	SANITARY SEWER LINE AND MANHOLE
—SD—	—SD—	STORM DRAIN LINE AND MANHOLE
—W—	—W—	WATER LINE AND VALVE BOX
—	—	SANITARY SEWER SERVICE
—	—	WATER SERVICE
—	—	STORM DRAIN CATCH BASIN
—	—	FIRE HYDRANT
—	—	SANITARY SEWER CLEANOUT
—	—	DRAINAGE CULVERT
—	—	SOIL TEST HOLE
—	—	UTILITY POLE
—	—	STREET LIGHT POLE
—UG—	—UG—	UNDERGROUND NATURAL GAS
—UE—	—UE—	UNDERGROUND ELECTRIC
—OE—	—OE—	OVERHEAD ELECTRIC
—UC—	—UC—	UNDERGROUND COMMUNICATIONS
—	—	EDGE OF PAVING
—	—	ELECTRICAL PEDESTAL
—	—	ELECTRICAL TRANSFORMER
—	—	COMMUNICATIONS PEDESTAL
—	—	STREET SIGN
—	—	DRAINAGE
—	—	TEMPORARY BENCH MARK, AS DESCRIBED



**Besse Engineering**  
 Richard L. Besse  
 3574-E  
 6/21/16  
 REGISTERED PROFESSIONAL ENGINEER

Owner  
**Maple Springs of Palmer SNF Holdings, L.L.C.**  
 350 East 2200 North  
 North Logan, Utah 84341

**MAPLE SPRINGS OF ALASKA  
 PALMER CAMPUS**

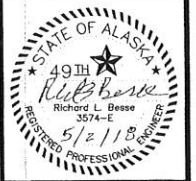
**REVISIONS**

NO.	DATE	DESCRIPTION

JOB NO. 817-13  
 DATE 02MAY16  
 DRAWING MAPLESPRINGSPALMER  
 REVIEWED RLB

**STREET PLAN AND PROFILE**

SHEET NO. **C-3**



**Besse Engineering**  
 1890 Jaime Marie Circle  
 Wasilla, Alaska 99654  
 907-357-4257

Owner  
**Maple Springs of Palmer**  
 SNF Holdings, L.L.C.  
 350 East 2200 North  
 North Logan, Utah 84341

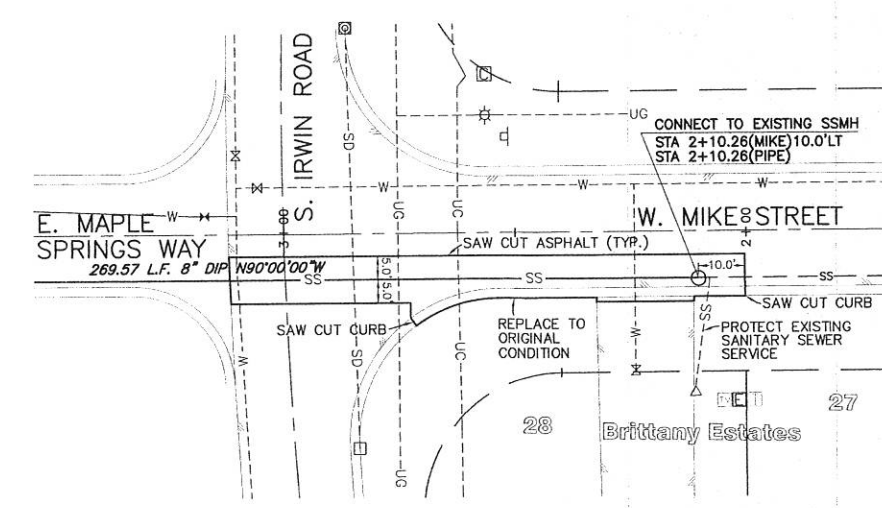
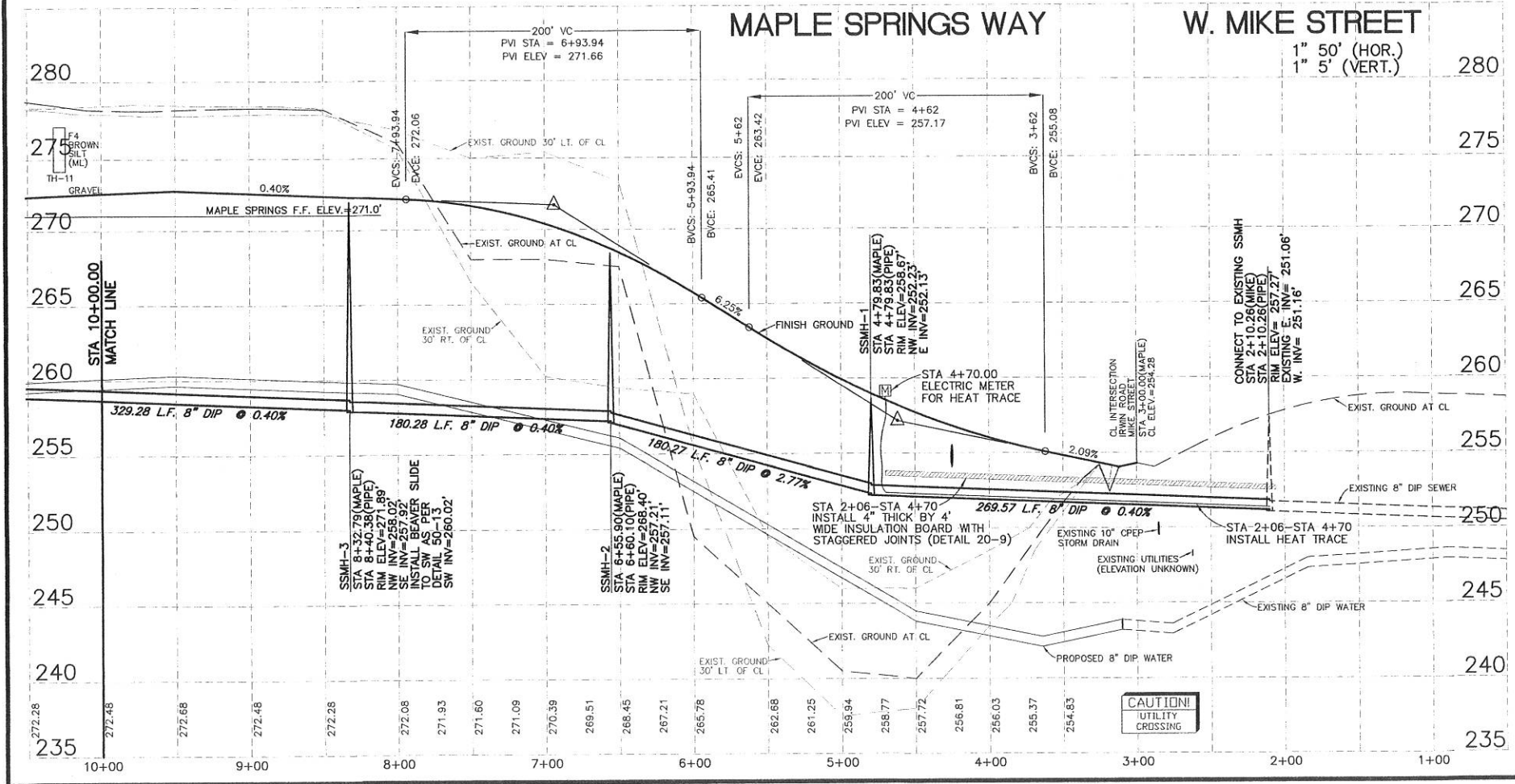
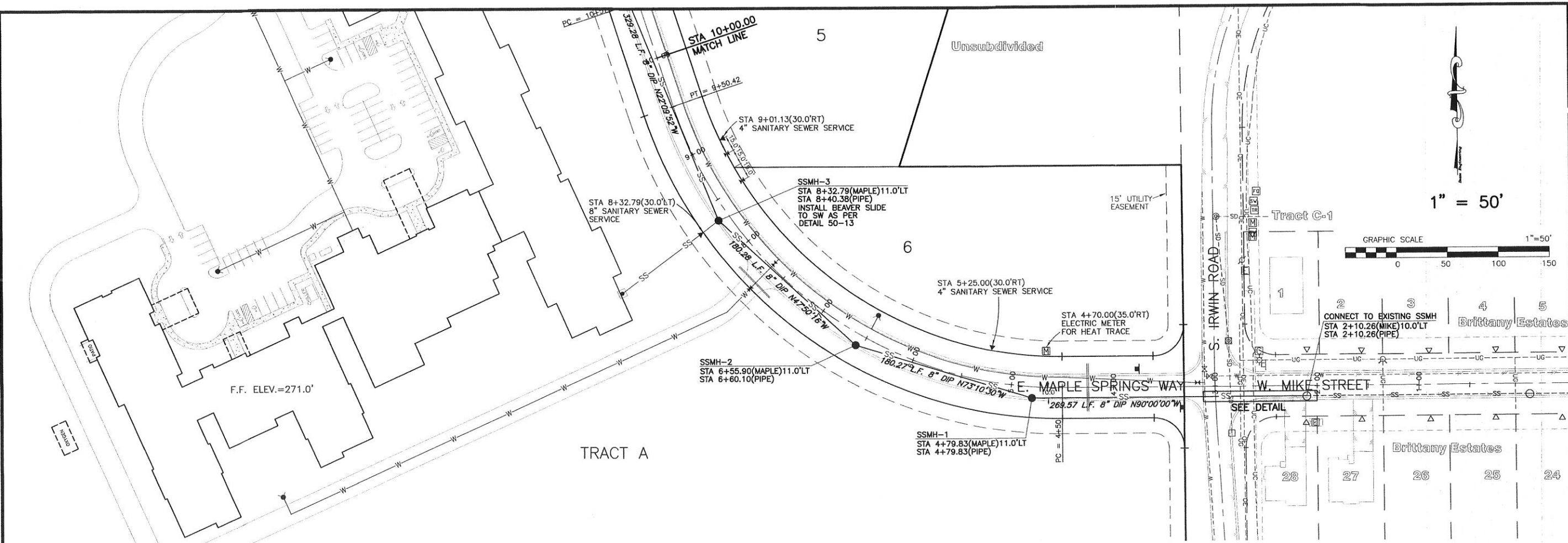
**MAPLE SPRINGS OF ALASKA  
 PALMER CAMPUS**

REVISIONS


JOB NO. B17-13  
 DATE 02MAY18  
 DRAWING MAPLESPRINGSPALMER  
 REVIEWED RLB

SANITARY SEWER  
 PLAN AND PROFILE

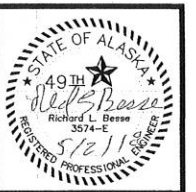
SHEET NO.  
**C-4**



- NOTES:
- CONTRACTOR TO PROVIDE TRAFFIC CONTROL PLAN TO THE CITY OF PALMER PUBLIC WORKS DEPARTMENT ONE WEEK PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO SCHEDULE A WATER SHUTDOWN A MINIMUM OF SEVEN DAYS PRIOR TO CONSTRUCTION.

**SAW CUT DETAIL**  
 N.T.S.

**CAUTION!**  
 UTILITY CROSSING



**Besse Engineering**  
 1890 Jaime Marie Circle  
 Wasilla, Alaska 99654  
 907-357-4257

Owner  
**Maple Springs of Palmer**  
**SNF Holdings, L.L.C.**  
 350 East 2200 North  
 North Logan, Utah 84341

**MAPLE SPRINGS OF ALASKA**  
**PALMER CAMPUS**

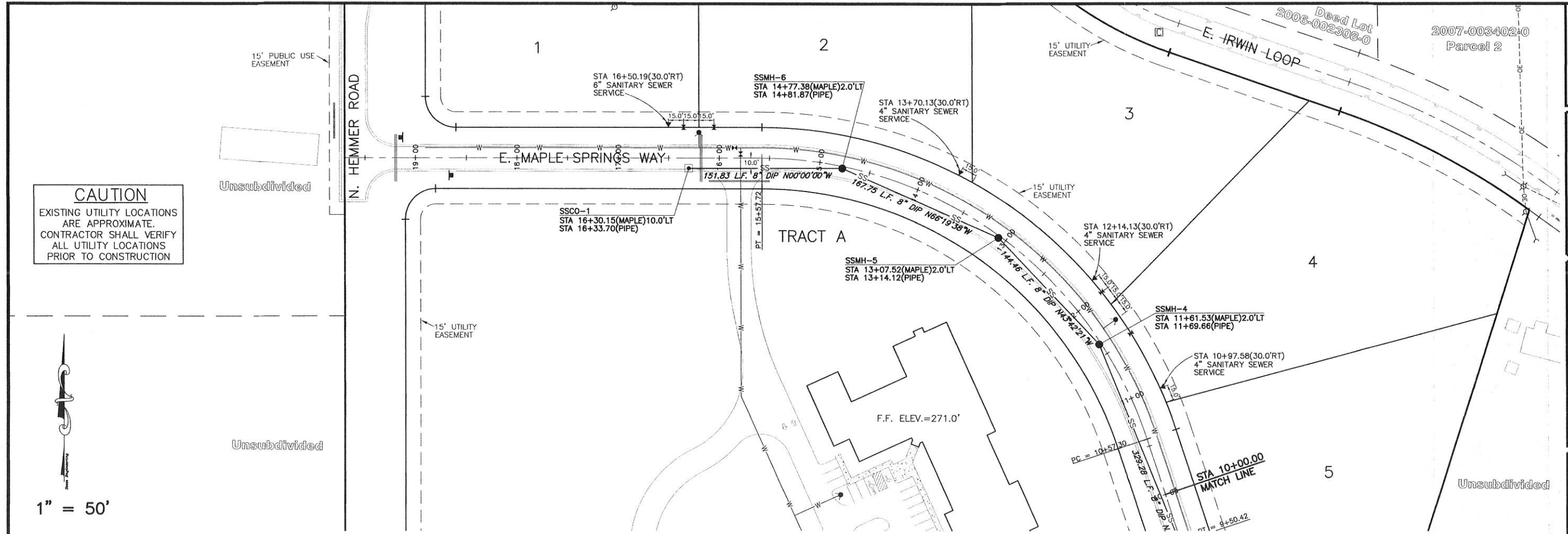
REVISIONS

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JOB NO. B17-13  
 DATE 02MAY18  
 DRAWING MAPLESPPALMER  
 REVIEWED RLB

**SANITARY SEWER**  
**PLAN AND PROFILE**

SHEET NO.  
**C-5**

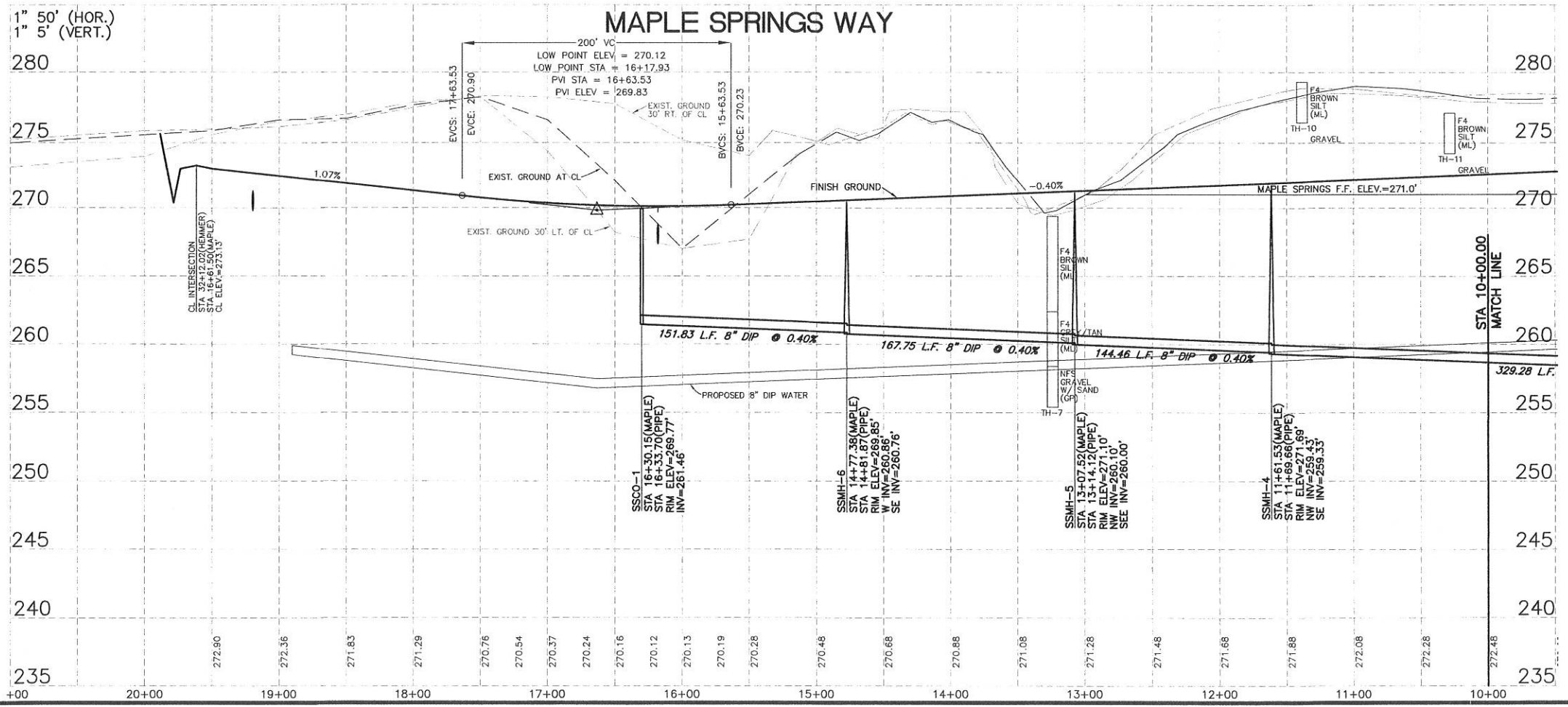
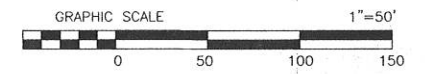


**CAUTION**  
 EXISTING UTILITY LOCATIONS  
 ARE APPROXIMATE.  
 CONTRACTOR SHALL VERIFY  
 ALL UTILITY LOCATIONS  
 PRIOR TO CONSTRUCTION



1" = 50'

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 1" = 5' (VERT.)



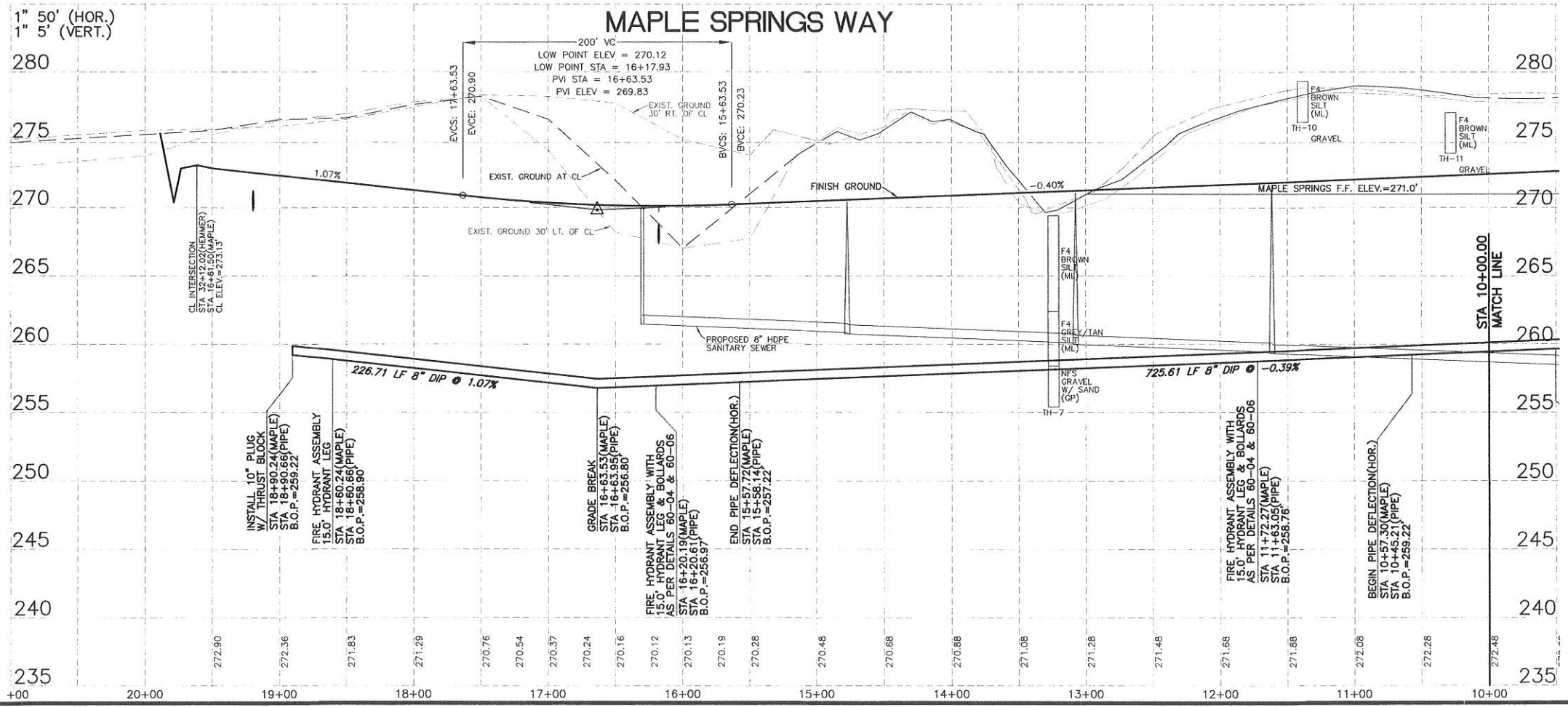
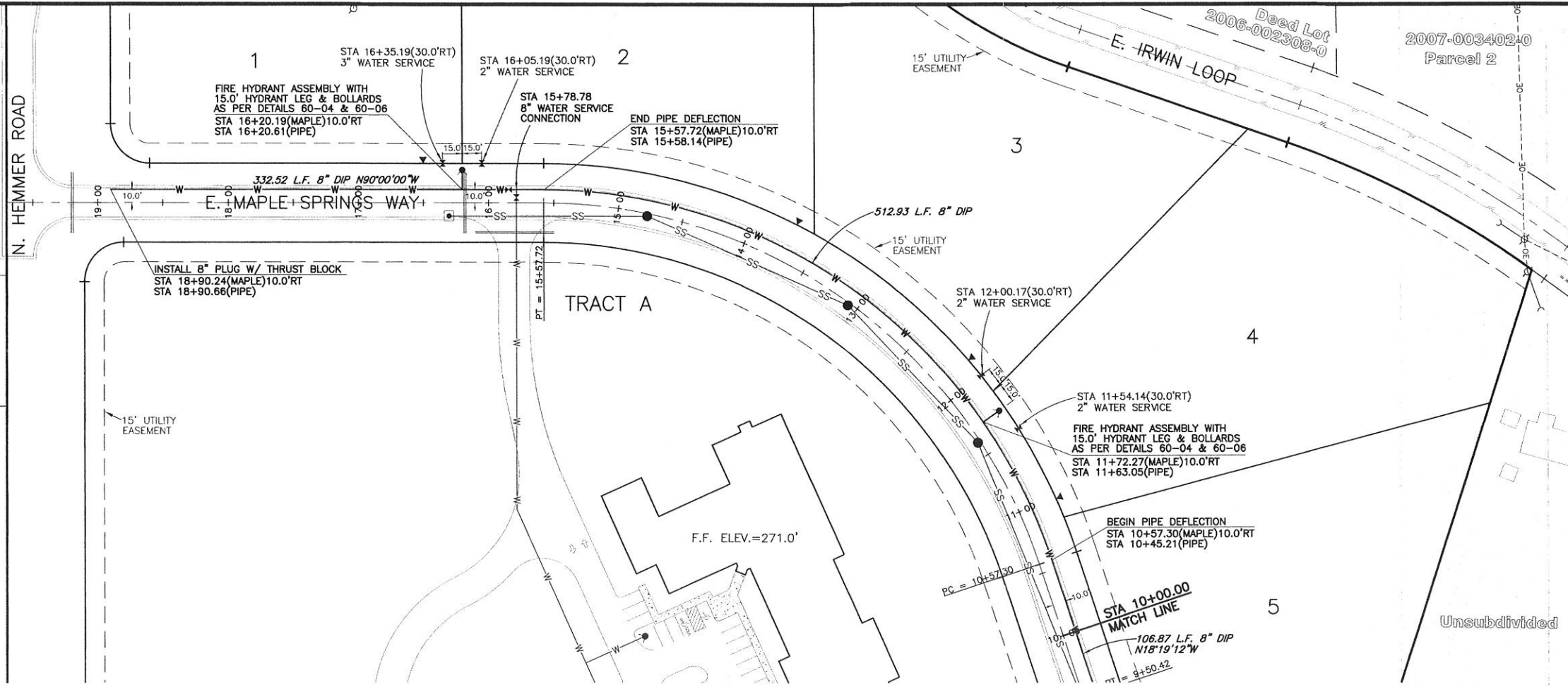
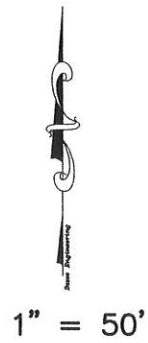
**LEGEND**

PROPOSED	EXISTING	DESCRIPTION
—S—	—SS—	SANITARY SEWER LINE AND MANHOLE
—SD—	—SD—	STORM DRAIN LINE AND MANHOLE
—W—	—W—	WATER LINE AND VALVE BOX
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—	—	WATER SERVICE
—	—	STORM DRAIN CATCH BASIN
—	—	FIRE HYDRANT
—	—	SANITARY SEWER CLEANOUT
—	—	DRAINAGE CULVERT
—	—	SOIL TEST HOLE
—	—	UTILITY POLE
—	—	STREET LIGHT POLE
—UG—	—	UNDERGROUND NATURAL GAS
—UE—	—	UNDERGROUND ELECTRIC
—OE—	—	OVERHEAD ELECTRIC
—UC—	—	UNDERGROUND COMMUNICATIONS
—	—	EDGE OF PAVING
—	—	ELECTRICAL PEDESTAL
—	—	ELECTRICAL TRANSFORMER
—	—	COMMUNICATIONS PEDESTAL
—	—	STREET SIGN
—	—	DRAINAGE
—	—	TEMPORARY BENCH MARK, AS DESCRIBED



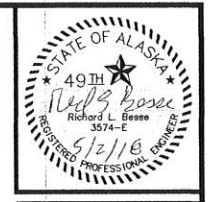


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**LEGEND**

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**Besse Engineering**  
Richard L. Besse  
1890 Jaime Marie Circle  
Wasilla, Alaska 99654  
907-357-4257

**Owner**  
Maple Springs of Palmer  
SNF Holdings, L.L.C.  
350 East 2200 North  
North Logan, Utah 84341

# MAPLE SPRINGS OF ALASKA PALMER CAMPUS

**REVISIONS**

NO.	DESCRIPTION

JOB NO. B17-13  
DATE 02MAY18  
DRAWING MAPLESPPRINGSPALMER  
REVIEWED RLB

## WATER PLAN AND PROFILE

SHEET NO. **C-7**

**City of Palmer  
Action Memorandum No. 18-060**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Contract for the Construction of the "2018 Taxiway Pavement Maintenance" Project to Pruhs Construction Company, LLC in the Amount of \$432,810.00, Contingent Upon Receiving a Federal Aviation Administration Grant; and Authorizing the City Manager to Accept and Execute Said Grant from the Federal Aviation Administration for the Airport Improvement Project

**Agenda of:** May 22, 2018

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


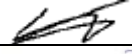

**Originator Information:**

**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:    \$ **432,810.00**

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>432,810.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>30-03-10-7129 &amp; 30-30-10-6230 Matching Funds</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>Anticipated FAA Grant \$518,625.00</u>

Director of Finance Signature: 

**Attachment(s):**

- Notice of Intent to Award
- Bid No. 18-01PAQ Summary Tabulations
- CIP 2018 Taxiway Pavement Maintenance
- Project Overview Map

**Summary Statement/Background:**

This airport project was one of several presented to City Council at the January 23<sup>rd</sup> meeting for upcoming airport improvements in 2018. There were 2 bids received for this project, Pruhs Construction Company, LLC, was the lowest responsive responsible bid in the amount of \$432,810.00, on an Engineering Estimate from HDL of \$453,100.00. At the same time frame as this project, Pruhs Construction Company, LLC will also be completing similar work on Runway 10/28 making for less overall coordination of general contractors and their sub-contractors.

For the 2017 budget year, the City Council approved matching capital improvement funding of \$225K to be used for the Rehabilitation & Repaving of Runway 16/34. This project came in considerably lower than estimated, therefor the City has remaining funds from this original match which will be used to match the anticipated FAA Grant of \$518,625.00 or (93.75%) with the COP match at \$34,575.00 for an estimated total project of \$553,200.00. All of the FAA grant paperwork has been submitted with the anticipation of funding to follow soon.

Project Funds will be used for the following improvements on Taxiways A, C, D, E, F, G, H, J, and L:

- Crack Repairs
- Crack Sealing
- Asphalt Surface Treatment (AST)
- New Pavement Markings

At completion of this project and last year's project, the Warren "Bud" Woods Palmer Municipal Airport will continue to be the most versatile airport, supporting more diverse aeronautical operations than any other airport in the Mat-Su Borough.

**Administration's Recommendation:**

To approve Action Memorandum No. 18-060 Authorizing the City Manager to Execute a Construction Contract with Pruhs Construction Company, LLC for the 2018 Taxiway Pavement Maintenance Project Contingent upon Receiving a Federal Aviation Administration Grant; and Authorizing the City Manager to Accept and Execute a Grant from the Federal Aviation Administration for the Project when offered.



## Warren (Bud) Woods Palmer Municipal Airport

April 30, 2018

TO: Pruhs Construction Company, LLC  
Northstar Excavation & Asphalt, Inc.

RE: **Notice of Intent to Award**  
Bid. No. 18-02PAQ  
2018 Taxiway Pavement Maintenance

**Frank J. Kelly**  
Airport Superintendent

Phone: (907) 761-1334  
Fax: (907) 745-0930  
Email: [fkelly@palmerak.org](mailto:fkelly@palmerak.org)

Mail: 231 W. Evergreen Ave.  
Palmer, Alaska 99645-6952  
Location: 901 East Airport Road  
[www.cityofpalmer.org](http://www.cityofpalmer.org)

### Transmitted VIA Email

This is the City of Palmer's Notice of Intent to Award the Request for Bid No. 18-02PAQ for the 2018 Taxiway Pavement Maintenance Project, to Pruhs Construction Company, LLC at the Palmer City Council meeting scheduled for **7:00 P.M., May 22, 2018**, in the Council Chambers at Palmer City Hall, 231 W. Evergreen Avenue, in Palmer.

Two (2) Bids were received and upon review of all bid proposals by HDL Engineering Consultants and the City of Palmer, the City Administration will recommend that the contract be awarded to Pruhs Construction Company, LLC, whose selection was based upon the lowest responsible and qualified bid proposal. The order of qualified bid proposals are attached to this Notice of Intent to Award.

In accordance with Palmer Municipal Code 3.21.290 B., a protest based upon alleged improprieties in an intended award of a contract must be filed with the Palmer City Manager (with a copy previously served upon the intended awardee) within two business days after the issuance of this notice of intent to award – in this case, by **5 p.m., May 2, 2018**. Failure to meet this time line shall constitute a waiver of the protesting party's rights and a bar on any further action regarding this matter.

Thank you for your interest in doing business with the City of Palmer.

Respectfully,

Frank J. Kelly  
Airport Superintendent

Enclosures: Overall Summary of Bid Proposals for Bid No. 18-04PAQ  
2018 Taxiway Pavement Maintenance Project

**CITY OF PALMER  
2018 Taxiway Pavement Maintenance  
BID TABULATION**

**SUMMARY**

Schedule	Engineer's Estimate	North Star	Pruhs
Calculated Schedule A Total	\$ 396,400.00	\$ 392,962.00	\$ 376,000.00
As-Submitted Schedule A Total	\$ 396,400.00	\$ 392,962.00	\$ 376,000.00
Difference Schedule A	\$ -	\$ -	\$ -
<b>Calculated Total Base Bid</b>	<b>\$ 396,400.00</b>	<b>\$ 392,962.00</b>	<b>\$ 376,000.00</b>
<b>As Submitted Total Base Bid</b>	<b>\$ 396,400.00</b>	<b>\$ 392,962.00</b>	<b>\$ 376,000.00</b>
<b>Difference Total Base Bid</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Calculated Schedule B Total	\$ 56,700.00	\$ 59,981.50	\$ 56,810.00
As-Submitted Schedule B Total	\$ 56,700.00	\$ 59,981.50	\$ 56,810.00
Difference Schedule B	\$ -	\$ -	\$ -
<b>Calculated Total Base Bid + ADD ALT 1</b>	<b>\$ 453,100.00</b>	<b>\$ 452,943.50</b>	<b>\$ 432,810.00</b>
<b>As Submitted Total Base Bid + ADD ALT 1</b>	<b>\$ 453,100.00</b>	<b>\$ 452,943.50</b>	<b>\$ 432,810.00</b>
<b>Difference Total Base Bid + ADD ALT 1</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Acknowledged Addendum 1	-	Y	Y
Bid Proposal signed	-	Y	Y
10% Bid Bond	-	Y	Y
Bidder Qualification Form	-	Y	Y
Interested Bidders List Collection Form	-	Y	Y
Buy American Certification	-	N	Y
Debarment and Suspension Certification	-	N	Y
Prohibition of Segregated Facilities Certification	-	N	Y
Trade Restrictions Certification	-	N	Y

CITY OF PALMER  
2018 Pavement Maintenance  
CIP Cost Breakdown

	Construction Bid	Design	CA Services	City Admin	Total
Pavement Maintenance	\$ 432,810.00	\$ 46,569.00	\$ 52,100.00	\$ 21,640.50	\$ 553,200.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	\$ 432,810.00	\$ 46,569.00	\$ 52,100.00	\$ 21,640.50	\$ 553,200.00

City Administration (5%)	\$ 21,640.50
Local share	\$ 34,575.00
State share	\$ -
FAA share at 93.75%	<u>\$ 518,625.00</u>
	\$ 553,200.00





**City of Palmer  
Action Memorandum No. 18-061**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Construction Administration Services Contract Addendum with HDL Engineering Consultants, LLC in the Amount of \$52,100.00 for the Construction Management Work on the Airport's 2018 Pavement Maintenance Project

**Agenda of:** May 22, 2018

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


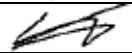

**Originator Information:**

**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:    \$ 52,100.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>52,100.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>30-03-10-7129 &amp; 30-30-10-6230 City Matching Funds</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>Anticipated FAA Grant \$518,625.00</u>

Director of Finance Signature:  \_\_\_\_\_

**Attachment(s):**

- HDL Proposal for the Construction Administration Services for the 2018 Pavement Maintenance Project

**Summary Statement/Background:**

This engineering contract work will fund the construction administration (management) portion for the 2018 Pavement Maintenance Project that involves Taxiway A, C, D, E, F, G, H, L, and J. The project will provide for crack repairs, crack sealing, new AST treatment and fresh pavement markings (paint). Overall costs savings on this CA Services contract were negotiated and achieved due to the overlapping CA Services for the completion of work from last year and HDL sharing staff and vehicles between the two projects.

This airport project was one of several presented to City Council at the January 23<sup>rd</sup> meeting for upcoming airport improvements in 2018. The funding will come from an unused portion of last year's CIP match of \$225,000.00 that went unused due to the lower bid numbers received on the previous FAA AIP Grant. All of the FAA grant paperwork has been submitted with the anticipation of funding to follow soon. The monies spent on the design work should be reimbursed at 93.75% once the City receives the anticipated FAA AIP grant expected in late May or early June to fund the project. CIP matching funds will be derived from the design portion reimbursement by the FAA with the actual 2018 Pavement Maintenance Grant.

Expeditious design work allowed for early spring bidding as well as an award to Pruhs Construction Company, LLC who will be on the airport to complete work from last year's project on runway 10/28 which involves similar work as outlined above.

**Administration's Recommendation:**

To approve Action Memorandum No. 18-061 Authorizing the City Manager to Execute a Construction Administration Services Contract addendum for the 2018 Pavement Maintenance Project in the Amount of \$52,100.00.

May 3, 2018

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

RE: Amendment Proposal for CA Services - *REVISED*  
 2018 Taxiway Pavement Maintenance  
 Warren "Bud" Woods Palmer Municipal Airport

Gentlemen:

HDL Engineering Consultants (HDL) is pleased to present this amendment proposal for construction administration, inspection, and testing (CA) services for the 2018 Taxiway Pavement Maintenance project at the Warren "Bud" Woods Palmer Municipal Airport.

### SCOPE OF WORK

#### CONSTRUCTION ADMINISTRATION, INSPECTION, & TESTING SERVICES

HDL will work closely with the City to provide CA services in accordance with FAA requirements, including construction monitoring, coordination, administration, inspection, testing, and record drawings. We anticipate the work will occur in 2018 during a 4-week construction performance period. As the apparent low-bidder for construction is the same contractor as for the Runway 16/34 Rehabilitation project and several of the work elements are similar, we anticipate the contractor will perform the work concurrently. Therefore, we anticipate sharing staff between projects.

HDL will coordinate and monitor the day-to-day activities of the project on behalf of the City. David Lundin, P.E. will be the Project Manager. He will have overall responsibility and will coordinate and supervise staff, monitor schedule and budget, and provide quality control review of deliverables. Erik Jordt, E.I.T. will be the Project Engineer and primary point of contact for construction and Tae Voight, E.I.T will be the Office Engineer. Erik will keep the City informed of progress, field directives, and changes as they arise and will prepare weekly written status reports. Tae will assist Erik with office tasks; Erik and Tae will share inspection duties.

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

**Project Administration.** HDL will review administrative submittals, schedules, and contract closeout submittals. We will prepare a Construction Management Program in accordance with FAA requirements. HDL will conduct formal weekly construction meetings and will frequently meet informally with the Contractor and City to assist in coordinating the work. We will review and respond to Design Clarification/Variation Requests (DCVR) from the contractor. We will assist the City with change order negotiations for additional or

CIVIL  
ENGINEERING

GEOTECHNICAL  
ENGINEERING

TRANSPORTATION  
ENGINEERING

ENVIRONMENTAL  
SERVICES

PLANNING

SURVEYING  
& MAPPING

CONSTRUCTION  
ADMINISTRATION

MATERIAL  
TESTING

RIGHT-OF-WAY  
SERVICES

unanticipated work and secure FAA approval before authorizing change order items on grant-eligible work. We will assist the City with FAA coordination. We will review pay requests, verify quantities, and make recommendations for payment to the City for payment. We will issue and cancel NOTAMs, as authorized by the Airport Superintendent.

**Construction Inspection & Quality Assurance Testing.** We anticipate the majority of the fieldwork will occur during a three-week period, during which HDL will provide up to full-time construction inspection. We anticipate the Inspector will be shared for at least one of these weeks with the Runway 16/34 project. We will also provide periodic inspection for an additional two weeks during final completion of the work.

Our Inspectors will observe, test, and document the construction on behalf of the City. We anticipate providing up to 60 hours per week of inspection; actual hours will depend upon the Contractor's schedule, the type of work being performed, and the level of documentation required. Documentation will include photographs and daily reports detailing the equipment, labor, inspections, testing, and activities occurring each day. We will provide copies of daily reports on a weekly basis, if requested. HDL will also conduct formal substantial and final completion inspections jointly with the City and prepare a substantial completion inspection report and list of deficient items.

HDL will provide quality assurance material testing to ensure the adequacy of the contractor's quality control by performing testing at approximately one-half of the contractor's quality control frequency detailed in the Quality Control Sampling and Testing Requirements chart included in the project manual.

**Closeout.** For construction closeout, HDL will review the contractor's construction markups and will prepare electronic record drawings. We will submit record drawings to the City and FAA on Mylar and in Adobe PDF format. We will request a release of liens and claims statement from the contractor and will distribute a project completion and acceptance certificate for execution. For grant closeout, HDL will provide a bound Project Closeout Report for the FAA grant in accordance with FAA requirements.

## COST PROPOSAL

We propose to provide the aforementioned services for a cost not to exceed \$52,100 on a time and expenses basis using our published hourly labor rates and receiving reimbursement for project expenses at cost plus 10%. See the attached worksheet for a detailed breakdown of the budget estimate.

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

*RE: Amendment Proposal – 2018 Taxiway Pavement Maintenance-REVISED*  
*May 3, 2018*  
*Page 3 of 3*

We appreciate the opportunity to continue working with the City on this project. If you have any questions, you can contact me at 746-5230.

Sincerely,

HDL Engineering Consultants, LLC

A handwritten signature in blue ink, appearing to read 'D. Lundin'.

David Lundin, PE  
Principal Civil Engineer

attach: Cost Estimate Worksheet, 2 pages (dated 5-3-18)



**COST ESTIMATE PER TASK**

<b>FIRM:</b> HDL Engineering Consultants			<b>PROJECT TITLE:</b> Engineering Services for 2018 Pavement Maintenance										
<b>TASK NO:</b> 2.6	<b>TASK DESCRIPTION:</b> CA Services										<b>DATE:</b> 5/3/2018		
<b>GROUP:</b>	<b>METHOD OF PAYMENT:</b> FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>						<b>PREPARED BY:</b> David Lundin						
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION											
		Contract/ Proj Mgr	Aviation Engineer	Project/ Office Engr	Project/Off Engr OT	Inspector	Inspector OT	Admin. Asst					
<b>Construction Start-up</b>													
	Management	4					4						
	Pre-Construction Meeting	2		4		2							
	Contractor Submittals	4	4	16									
<b>Project Administration, Construction Inspection, Quality Assurance Testing (3-Weeks)</b>													
	Project Administration	12		48			4						
	Field Inspection & Testing	8	8			132	50						
<b>Closeout</b>													
	Construction completion	4		16		32							
	Record Drawings	2		4		12							
	Grant Closeout Report	4		24			2						
<b>TOTAL LABOR HOURS</b>		40	12	112	0	178	50	10					
<b>* LABOR RATES (\$/HR)</b>		\$175.00	\$125.00	\$105.00	\$140.00	\$105.00	\$140.00	\$80.00					
<b>LABOR COSTS (\$)</b>		\$7,000.00	\$1,500.00	\$11,760.00	\$0.00	\$18,690.00	\$7,000.00	\$800.00					
<b>EXPENSES</b>													
SUB-TASK NO.	ITEM(S)	QTY	UNIT PRICE	TOTAL PRICE	<b>COMMENTS:</b> Assumes - - Project/Office Engineer 16 hours/week for three weeks. - Inspector works one 10-hour shift per day, six days each week for three weeks, one of which is shared equally with the Runway 16/34 project. - Inspector works two additional weeks of periodic inspections during closeout. - Three weekly progress meetings.								
	Miscellaneous small items	1	\$500.00	\$500.00									
				\$0.00									
	Markup at 10%			\$50.00									
	Nuclear Densometer (day rate)	14	\$30.00	\$420.00									
	Laboratory Testing (allowance)	1	\$1,500.00	\$1,500.00									
	Vehicle (day rate)	36	\$80.00	\$2,880.00									
<b>TOTAL EXPENSES:</b>				<b>\$5,350</b>	<b>FIRM'S TOTAL COST OF LABOR (or Fixed Price):</b>		<b>\$46,750</b>						
							<b>IF CPFF, TOTAL INDIRECT COST @</b>		<b>0.00%</b>		<b>\$0</b>		
				<b>\$5,350</b>	<b>FIRM'S TOTAL EXPENSES</b>				<b>\$5,350</b>				
<b>SUB-CONTRACTORS: Firm Initials and Price Per Task</b>							<b>FIRM'S TOTAL COST (no Subcontracts or Fee)</b>					<b>\$52,100</b>	
<b>FIRM:</b>					<b>Subtotal</b>	<b>10% Markup</b>	<b>TOTAL SUBCONTRACTOR PRICES:</b>					<b>\$0</b>	
<b>AMOUNT:</b>					<b>\$0</b>	<b>\$0</b>	<b>TOTAL COST + SUBCONTRACTOR PRICES:</b>					<b>\$52,100</b>	

\* Labor Rates shall be direct labor (base pay) only if Method of Payment is CPFF; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead + profit.)





**City of Palmer  
Action Memorandum No. 18-062**

**Subject:** Accepting Council Member Brad Hanson's Resignation, Declaring the Seat Vacant Effective May 23, and Directing the City Clerk to Begin the Appointment Process to Fill the Vacancy Until a Successor is Seated After the October 2, 2018, Regular Election

**Agenda of:** May 22, 2018

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


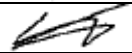

**Originator Information:**

**Originator:**    Norma Alley, City Clerk

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ 250.00

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 250.00
- 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):**

- Possible Supplemental or Interview Questions

## **Summary Statement/Background:**

On May 1, 2018, the City Council approved AM No. 18-057 allowing for an exception to the city of Palmer Charter Section 2.3 allowing Council Member Brad Hanson to be eligible for employment for which a salary is paid by the city prior to one year elapsing following his term.

Council Member Brad Hanson was elected to the Palmer City Council in October, 1998, after serving six years on Palmer's Planning and Zoning Commission. Council Member Hanson submitted his resignation effective May 1, 2018. This resignation creates a vacancy on the City Council for a seat expiring October, 2020.

Palmer Municipal Code 2.04.065 states once the position is declared vacant, upon acceptance of the resignation, the City Clerk is to publish public notice of the vacancy, accept applications for 14 days after the first publication, and then the Council is to fill the vacancy by appointment.

The first publication will be on May 25 with the deadline to submit applications on Friday, June 8, at 4:30 p.m. The City Clerk's Office will vet the applications ensuring they are qualified to serve on the Council. The applications will be furnished to the City Council for review at the June 13 City Council Meeting. The applicant appointed will serve from time of receiving Oath of Office until the candidate elected at the October 2, 2018, Regular Election assumes office to serve the remainder of the term.

The appointment process outlined below is consistent with the Palmer Municipal Code and best practices:

### Advertisement and Application Period:

- The City Clerk will begin advertisement with the first publication on May 25 in The Frontiersman.
- Applications will be accepted at time of declaration of vacancy to 4:30 p.m. on Friday, June 8. All applications must be received by the City Clerk's Office no later than the deadline. If mailed, the postmark on the envelope will not be considered as a valid date for meeting the deadline.
- Interested persons shall file a completed application. If it is the wish of the Council, the applicant may also be required to submit a letter of intent (did this with 2003 appointment) and/or supplemental questions.

### Interview Questions:

- The Council will need to finalize interview questions. The last time a Council position was filled by appointment (2003), the Council asked two questions. The questions were:
  - What is your vision of Palmer?
  - What do you see as priorities for the Council this coming year?
- Who will ask the questions?

### Interviews:

- The Council can determine if interviews will be conducted on June 13 or calling a Special Meeting.

### Selection/Oath of Office:

- Once interviews have concluded, the Council will deliberate and determine the best qualified candidate. Past practice has been for deliberation to be conducted in open meeting.
- Once deliberation has concluded, the Council has two options for proceeding with appointment:
  - A motion may be made, the night of the interviews, to appoint an applicant to fill the vacant seat with a term ending October 8, 2018, or until the candidate elected at the October 2, 2018, Regular Election assumes office to serve the remainder of the term.

- A motion may also be made, the night of the interviews, directing the City Clerk to prepare legislation to appoint and begin preparations for appointment at the June 26 Council Meeting. All necessary paperwork will be finalized and the Oath of Office will be performed at the June 26 meeting.

**Matters for Discussion and Direction:**

1. Requirement for applicants to submit a letter of intent, one-page Resume, and/or supplemental questions with the application. Attached are example questions.
2. Selection of interview questions.
3. Date of conducting interviews and process.

**Administration's Recommendation:**

To approve Action Memorandum No. 18-062.

Below are questions that can be used as supplemental or interview questions. *Please identify which ones best fit as a Supplemental (s) or Interview (I).* The goal is to have about four questions for the interview.

- S or  I Tell us about yourself.
- S or  I What is your understanding of the role of a City Council Member?
- S or  I Tell us what has prepared you to be a Council Member.
- S or  I Why are you interested in serving as a Council Member?
- S or  I Describe your understanding of the time commitment associated with serving on the City Council and are you prepared to meet it?
- S or  I What do you feel is the most critical issue facing the City of Palmer today?
- S or  I What do you think is the most positive attribute of the City?
- S or  I Share with us your assessment of any recent decision of the City Council.
- S or  I Are you prepared to meet the time commitment of being a Council Member?
- Regular meetings scheduled the second and fourth Tuesday of each month; and
  - Occasional special meetings called from time to time. Special meetings in the past have been held for the purpose of joint meetings with City boards or commissions or budget review/planning.
- S or  I Do you have any scheduled vacations or commitments that would keep you from attending Council Meetings between now and October 8<sup>th</sup>?