

Mayor Edna B. DeVries
Deputy Mayor Richard W. Best
Council Member Steve Carrington
Council Member Linda Combs
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
August 14, 2018, at 7 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 18-005**: Amending Palmer Municipal Code Title 14 Pertaining to Signs..... Page 3
 - b. **Resolution No. 18-019**: Appointing Election Officials for the City of Palmer Regular Election on Tuesday, October 2, 2018..... Page 27
2. Approval of Minutes of Previous Meetings
 - a. March 6, 2018, City Council and Board of Economic Development Joint Meeting Page 31
 - b. July 24, 2018, Regular Meeting..... Page 34

E. REPORTS

1. City Manager's Report Page 39
2. City Clerk's Report Page 71
3. Mayor's Report Page 77
4. City Attorney's Report

F. AUDIENCE PARTICIPATION

G. PUBLIC HEARING

1. **Resolution No. 18-018**: Appropriating a Grant Offer from the Federal Aviation Administration (FAA) in an Amount up to \$518,625.00 for Taxiway Maintenance and Related Improvements at the Warren "Bud" Woods Palmer Municipal Airport..... Page 79

H. ACTION MEMORANDA

1. **Action Memorandum No. 18-071**: Approving a Council Community Grant in the Amount of \$4,000.00 to the Hatcher Pass Avalanche Center to Provide Educational Information to the Public Page 117

I. RECORD OF ITEMS PLACED ON THE TABLE

J. AUDIENCE PARTICIPATION

K. COUNCIL MEMBER COMMENTS

L. ADJOURNMENT

Tentative 2018 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Aug 28	Regular	7 pm	
Sept 11	Regular	7 pm	
Sept 25	Regular	7 pm	
Oct 8	Special	6 pm	Election Certification
Oct 9	Regular	7 pm	
Oct 16	Special	6 pm	1 st Budget Public Hearing
Oct 23	Special	6 pm	Budget
Oct 30	Special	6 pm	Budget
Nov 6	Special	6 pm	Budget
Nov 13	Regular	7 pm	
Nov 20	Special	6 pm	Budget
Nov 27	Special	6 pm	Budget
Nov 27	Regular	7 pm	
Dec 4	Special	6 pm	Budget
Dec 11	Special	6 pm	Budget
Dec 11	Regular	7 pm	Budget Adoption (2 nd Public Hearing)

**City of Palmer
Ordinance No. 18-005**

Subject: Amending Palmer Municipal Code Title 14 Pertaining to Signs


Agenda of: August 14, 2018

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




Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development		<u>7/23/18</u>
_____	Finance		<u>7/23/18</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:


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

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. 18-005
- Planning and Zoning Minutes of July 19, 2018 (draft copy)
- PMC Title 14 Signs (Current Code with highlighted changes and strike throughs)

Summary Statement:

The text amendment will update and amend Title 14 to include purpose and intent language, definitions, text amendments and severability.

Background:

The Sign Ordinance has not been updated since 1994. During a recent request for clarification of Palmer Municipal Sign Code, Title 14, it was determined that the sign code needed a comprehensive review and update to meet the current needs of the community.

After review and discussion with the Building Inspector, staff drafted proposed amendments to PMC Title 14 Signs for review and recommendation by the Planning and Zoning Commission.

At the July 19, 2018 Planning and Zoning meeting, the Commission discussed and reviewed the draft Ordinance and agreed with the proposed changes to the Sign Code. The Commission unanimously voted to move forward to City Council a recommendation to adopt the proposed changes to Title 14, Signs of the Palmer Municipal Code.

Administration's Recommendation:

Adopt Ordinance No. 18-005 amending portions of Title 14 Signs of the Palmer Municipal Code.

LEGISLATIVE HISTORY

Introduced by: City Manager Wallace

Date: August 14, 2018

Public Hearing:

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Ordinance No. 18-005

An Ordinance of the Palmer City Council Amending Portions of Title 14 Signs of the Palmer Municipal Code

WHEREAS, in accordance with PMC 17.04.050, the City of Palmer Planning and Zoning Commission (the Commission) instituted an action regulations and requirements for structures, and;

WHEREAS, the Commission reviews and amends as necessary Title 14 to ensure that the regulations and standards are applicable to the current needs of the community, and;

WHEREAS, the Commissions has reviewed and found areas of Title 14 that need modification to meet the needs of our community.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 14.04.022 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.022 A-Frame.

"A-frame sign" A two-faced a-frame or sandwich board style sign which is readily movable and has no permanent attachment to a building, structure or the ground.

Section 4. Palmer Municipal Code Section 14.04.024 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.024 Animated sign.

"Animated sign" a sign with a fixed or changing display/message composed of a series of lights that may be changed by electrical, electronic or computerized process or remote control.

Section 5. Palmer Municipal Code Section 14.04.082 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.082 Canopy sign.

“Canopy sign” A permanent roof like structure providing protection from the elements, such as a service station gas pump island that is either entirely freestanding or attached to a building one side with posts supporting the opposite side.

Section 6. Palmer Municipal Code Section 14.04.105 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.105 Clear sight triangle.

“Clear sight triangle” means a triangular area on any corner lot formed by measuring from the point of intersection of the front and exterior side lot lines a distance of 25 feet (25’) along said front and side lot lines and connecting the points so established; there shall be no obstruction of vision between a height of two (2’) feet and ten (10’) feet above the centerline grade of the street within the clear sight triangle.

Section 7. Palmer Municipal Code Section 14.04.192 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.192 Feather Flag.

“Feather Flag” means an upright portable sign that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

Section 8. Palmer Municipal Code Section 14.04.322 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.322 Monument Sign.

“Monument sign” means a two-sided sign attached to a permanent foundation or decorative base and not attached or dependent on support from any building, pole, posts or similar uprights. Monument signs include ground signs.

Section 9. Palmer Municipal Code Section 14.04.324 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.04.324 Mural (Noncommercial).

“Noncommercial mural” means any mosaic, painting, or graphic art which is professionally applied to a building and which does not contain any commercial sign copy, including, but not limited to, brand name, product name, logo, trademark, or other commercial message.

Section 10. Palmer Municipal Code Section 14.04.340 is hereby repealed (new language is underlined and deleted language is stricken):

~~14.04.340 Nonconforming sign.~~

~~A “nonconforming sign” is:~~

~~A. A sign which was not erected legally and does not comply with subsequently enacted restrictions and regulations; or~~

~~B. A sign which does not conform to the sign code requirements and for which a special permit has not been issued.~~

Section 11. Palmer Municipal Code Section 14.04.350 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

14.04.350 Nonconforming sign, legal.

A "legal nonconforming sign" is:~~A. A~~ a sign which was erected legally but does not comply with subsequently enacted restrictions and regulations; or

~~B. A sign which does not conform to the sign code requirements but for which a special permit has been issued.~~

Section 12. Palmer Municipal Code Section 14.08.005 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.08.005 Purpose.

It is the intent of this chapter to establish a framework of comprehensive sign standards for Palmer that reflect the community decision to preserve and enhance the natural, scenic environment of Palmer; promote the health, safety and welfare of the community; protect property values; allow flexibility, encouraging variety and good design; recognize the importance of appropriate signage for Palmer's economic vitality; and allow adequate avenues for both commercial and noncommercial messages, recognizing free speech by regulating signs in a content-neutral manner. It is the purpose of this chapter to authorize the use of signs that:

A. Promote and accomplish the goals and objectives of the comprehensive plan;

B. Facilitate economic development through the identification of businesses and organizations in the community;

C. Are aesthetically pleasing and of appropriate scale, are integrated with surrounding buildings and landscape in order to meet the community's expressed desire for quality development, and which protect prominent viewsheds;

D. Promote the free flow of traffic and protect pedestrians and motorists from injury through well-designed signs that are unlikely to distract drivers to a dangerous degree;

E. Prevent property damage, personal injury, and litter from signs which are improperly constructed, poorly maintained, or made of nondurable materials.

Section 13. Palmer Municipal Code Section 14.08.010(H) is hereby amended to read as follows (new language is underlined and deleted language is stricken):

14.08.010 Signs prohibited.

H. Audio signs; except where they are an audio menu sign for a drive-thru;

Section 14. Palmer Municipal Code Section 14.08.020(I)(J)(K)(L) is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.08.020 Signs not requiring permits.

I. Non-commercial mural;

J. Governmental signs;

K. Signs on vehicles;

L. Audio menu signs;

Section 15. Palmer Municipal Code Section 14.08.030(B) is hereby added and subsequent subsection relettered to read as follows (new language is underlined and deleted language is stricken):

14.08.030 Lighting.

B. The following lights are permitted:

1. Internal illumination;

2. Halo;

3. Area;

4. Direct;

5. Exposed neon

B C. The following lights are prohibited:

1. An exposed electric lamp with an external reflector and without a light screen or comparable diffusion;
2. An exposed electric lamp in excess of 20 watts unless a screen is attached;
3. Any revolving beacon or beam;
4. Any flashing illumination;
5. Any illuminated sign in a residential zoning district except as permitted in this chapter.

Section 16. Palmer Municipal Code Section 14.08.050(C) is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.08.050 Sign setback requirements.

C. Lots on the corner must comply with the Clear Sight Triangle requirements.

Section 17. Palmer Municipal Code Section 14.08.080 is hereby amended and subsequent subsections relettered to read as follows (new language is underlined and deleted language is stricken):

14.08.080 Signs permitted in commercial, ~~and industrial~~, airport, agricultural and fairgrounds districts.

The following signs are allowed in commercial, ~~and industrial~~, airport, agricultural and fairgrounds districts:

A. All types of signs authorized by and conforming to the requirements of PMC 14.08.020 and 14.08.060;

B. One freestanding sign per premises; where an occupancy is on a corner, or has more than one street frontage, additional signs will be allowed on the additional frontage, but not to exceed two freestanding signs per premises;

~~C. One roof sign per premises;~~

~~D. One wall sign per occupancy; where an occupancy is on a corner, or has more than one street frontage, additional signs will be allowed on the additional frontage, but not to exceed the total number of street frontages;~~

~~E. One awning sign per occupancy, not to exceed 35 percent of the surface area of the awning;~~

~~F. One marquee sign per occupancy, not to exceed two square feet in sign area for each linear foot of marquee front and side;~~

~~G. One under-canopy sign per occupancy. No part of any under-canopy sign shall be less than seven feet above an adjacent walkway or parking area;~~

~~H. One projecting sign per occupancy with direct access to the building exterior. For occupancy frontages of 20 feet or more, the sign may project a maximum of six feet with a maximum height of four feet. For occupancy frontages of less than 20 feet, the sign may project a maximum of six feet with a maximum height of four feet and total area less than 17 square feet. All signs are to have a minimum of 10 feet of clearance. Projecting signs will not be allowed in any part of a public way used by motor vehicles;~~

~~I. Where an occupancy is on a corner, or has more than one street frontage, additional signs will be allowed on the additional frontage, but not to exceed two freestanding signs per premises;~~

~~J. Changeable copy signs;~~

~~1. Manual changeable;~~

~~2. Animated:~~

- ~~(a) A sign whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display screen composed of electronically illuminated segments;~~
- ~~(b) A sign with action, motion, or an illusion of either, or changing colors which require either electrical, solar or wind powered energy;~~
- ~~(c) A sign with automatic changing copy, flashing copy or lights, revolving signs, and signs with stroboscopic lights, intermittent lights, beacons or any other type or style of lights; and~~
- ~~(d) Electronic display screens, electronic message centers, and billboards/off-premises signs with digital technologies~~

K. Banners.

1. Banners are limited to no more than 10 percent of the front wall area;
2. Banners may not be used as permanent signage;
3. Banners are limited to two 30-day placements per calendar year and no more than two banners may be displayed on any exterior building surface during this 30-day period;

4. Temporary banners for events or activities sponsored by non-profit organizations may be authorized for an additional 30 cumulative days in any one calendar year;
5. Temporary Seasonal Sales. A nonrenewable five-week temporary banner permit may be issued for seasonal and holiday related sales.
6. Notwithstanding any section of the Palmer Municipal Code, the owner or person in possession of a banner in violation of this title shall remove the banner upon order of the city. For purposes of this section, any portion of any day in which a banner is displayed shall be counted as one full day. (Ord. 12-016 § 5, 2012; Ord. 466 § 3, 1994)

J. A-frame, sandwich and Upright signs; must be located on-premise and are temporary in nature

Section 18. Palmer Municipal Code Section 14.08.250 is hereby added to read as follows (new language is underlined and deleted language is stricken):

14.08.250 Severability.

If any provision, clause, sentence or paragraph of this chapter or its application to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this chapter, which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

Section 19. Effective Date. Ordinance No. 18-005 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Chapter 14.04

Sections: **DEFINITIONS**

- 14.04.010 Generally.
- 14.04.020 Abandoned sign.
- 14.04.022 A-Frame Signs.
- 14.04.024 Animated Signs
- 14.04.030 Audio sign.
- 14.04.040 Awning.
- 14.04.050 Awning sign.
- 14.04.060 Banner.
- 14.04.070 Building official.
- 14.04.080 Cabinet sign.
- 14.04.082 Canopy sign.
- 14.04.090 Changeable copy sign (automatic).
- 14.04.100 Changeable copy sign (manual).
- 14.04.105 Clear sight triangle
- 14.04.110 Clearance (of a sign).
- 14.04.120 Construction sign.
- 14.04.130 Copy.
- 14.04.140 Directional/information sign.
- 14.04.150 Double/multiple-faced sign.
- 14.04.160 Electrical sign.
- 14.04.170 Electronic message center.
- 14.04.180 Facade.
- 14.04.190 Face of sign.
- 14.04.192 Feather Flag
- 14.04.200 Festoons.
- 14.04.210 Flashing sign.
- 14.04.220 Freestanding sign.
- 14.04.230 Frontage.
- 14.04.240 Frontage, building.
- 14.04.250 Government sign.
- 14.04.260 Height (of a sign).
- 14.04.270 Illuminated sign.
- 14.04.280 Lot.
- 14.04.290 Maintenance.
- 14.04.300 Mansard.
- 14.04.310 Marquee.
- 14.04.320 Marquee sign.
- 14.04.322 Monument
- 14.04.324 Mural (Noncommercial)
- 14.04.330 Nameplate.
- ~~14.04.340 Nonconforming sign.~~
- 14.04.350 Nonconforming sign, legal.
- 14.04.360 Occupancy.
- 14.04.370 Off-premises sign.
- 14.04.380 On-premises sign.
- 14.04.390 Owner.
- 14.04.400 Painted wall sign.
- 14.04.410 Parapet.
- 14.04.420 Pole cover.
- 14.04.430 Political sign.

- 14.04.440 Portable sign.
- 14.04.450 Premises.
- 14.04.460 Prohibited sign.
- 14.04.470 Projecting sign.
- 14.04.480 Public way.
- 14.04.490 Real estate sign.
- 14.04.500 Roof sign.
- 14.04.510 Roofline.
- 14.04.520 Rotating sign.
- 14.04.530 Sign.
- 14.04.540 Sign, area of.
- 14.04.550 Special event.
- 14.04.560 Subdivision identification sign.
- 14.04.570 Temporary sign.
- 14.04.580 Under-canopy sign.
- 14.04.590 Use.
- 14.04.600 Wall sign.
- 14.04.610 Window sign.
- 14.04.620 Yard sign.
- 14.04.630 Zoning district.

14.04.010 Generally.

For the purposes of this title, the words and phrases set forth in this chapter are given the following meanings. (Ord. 466 § 3, 1994)

14.04.020 Abandoned sign.

“Abandoned sign” means a sign which no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, or for which no legal owner can be found. (Ord. 466 § 3, 1994)

14.04.022 A-Frame.

“A-frame sign” A two-faced a-frame or sandwich board style sign which is readily movable and has no permanent attachment to a building, structure or the ground.

14.04.024 Animated sign.

“Animated sign” a sign with a fixed or changing display/message composed of a series of lights that may be changed by electrical, electronic or computerized process or remote control.

14.04.030 Audio sign.

“Audio sign” means any sign with loudspeakers, sirens or any electronic or mechanical devices intended for producing noise. Vehicles operating legally upon roadways are not included. (Ord. 466 § 3, 1994)

14.04.040 Awning.

“Awning” means a shelter projecting from and supported by the exterior wall of a building constructed of nonrigid materials on a supporting framework. (Ord. 466 § 3, 1994)

14.04.050 Awning sign.

“Awning sign” means a sign painted on, printed on or attached flat against the surface of an awning. (Ord. 466 § 3, 1994)

14.04.060 Banner.

“Banner, flag or pennant” means any cloth, bunting, plastic, paper, or similar nonrigid material without a frame used for advertising purposes attached to any structure, staff, pole, or line, not including official flags of the United States, the state of Alaska, and other states, counties, municipalities, official flags of foreign nations and nationally or internationally recognized organizations. (Ord. 12-016 § 3, 2012; Ord. 466 § 3, 1994)

14.04.070 Building official.

“Building official” means the city manager or such person as is authorized to administer and enforce this title. (Ord. 466 § 3, 1994)

14.04.080 Cabinet sign.

“Cabinet sign” means a complete, fully enclosed unit or module of a sign. (Ord. 466 § 3, 1994)

14.04.082 Canopy sign.

“Canopy sign” A permanent roof like structure providing protection from the elements, such as a service station gas pump island that is either entirely freestanding or attached to a building one side with posts supporting the opposite side.

14.04.090 Changeable copy sign (automatic).

“Changeable copy sign (automatic)” means a sign on which the copy changes automatically on a lamp bank or through mechanical means, e.g., electronic message centers, electrical or electronic time and temperature units. (Ord. 466 § 3, 1994)

14.04.100 Changeable copy sign (manual).

“Changeable copy sign (manual)” means a sign on which copy is changed manually in the field, e.g., reader boards with changeable letters. (Ord. 466 § 3, 1994)

14.04.105 Clear sight triangle.

“Clear sight triangle” means a triangular area on any corner lot formed by measuring from the point of intersection of the front and exterior side lot lines a distance of 25 feet (25’) along said front and side lot lines and connecting the points so established; there shall be no obstruction of vision between a height of two (2’) feet and ten (10’) feet above the centerline grade of the street within the clear sight triangle.

14.04.110 Clearance (of a sign).

“Clearance (of a sign)” means the smallest vertical distance between the grade of the adjacent street, street curb or sidewalk and the lowest point of any sign, including framework and embellishments, extending over that grade. (Ord. 466 § 3, 1994)

14.04.120 Construction sign.

“Construction sign” means a temporary sign identifying the owner, architect, contractor, subcontractors, material suppliers and/or financial institutions participating in construction on the property on which the sign is located. (Ord. 466 § 3, 1994)

14.04.130 Copy.

“Copy” means the wording and advertising graphics on a sign surface in either permanent or removable letter form. (Ord. 466 § 3, 1994)

14.04.140 Directional/information sign.

“Directional/information sign” means an on-premises sign giving directions, instruction or facility information and which may contain the name or logo of an establishment but no advertising copy, i.e., parking or exit and entrance signs. (Ord. 466 § 3, 1994)

14.04.150 Double/multiple-faced sign.

“Double/multiple-faced sign” means a sign with two or more message faces. (Ord. 466 § 3, 1994)

14.04.160 Electrical sign.

“Electrical sign” means a sign or sign structure in which electrical connections, lighting or fixtures are used. (Ord. 466 § 3, 1994)

14.04.170 Electronic message center.

See “Changeable copy sign (automatic).” (Ord. 466 § 3, 1994)

14.04.180 Facade.

“Facade” means the entire building front including the parapet. (Ord. 466 § 3, 1994)

14.04.190 Face of sign.

“Face of sign” means the area of a sign on which the copy is placed. (Ord. 466 § 3, 1994)

14.04.192 Feather Flag.

“Feather Flag” means an upright portable sign that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

14.04.200 Festoons.

“Festoons” means a string of ribbons, tinsel, small flags or pinwheels. (Ord. 466 § 3, 1994)

14.04.210 Flashing sign.

“Flashing sign” means a sign which contains an intermittent or sequential flashing light source used primarily to attract attention. (Ord. 466 § 3, 1994)

14.04.220 Freestanding sign.

“Freestanding sign” means a sign supported by poles, braces or a foundation and not attached to any building. (Ord. 466 § 3, 1994)

14.04.230 Frontage.

“Frontage” means the length of the property line of any one premises along a public way which it borders. (Ord. 466 § 3, 1994)

14.04.240 Frontage, building.

“Building frontage” means the length of an outside building wall on a public way. (Ord. 466 § 3, 1994)

14.04.250 Government sign.

“Government sign” means any temporary or permanent sign erected and maintained by or under the direction of the city, borough, state or federal government. (Ord. 466 § 3, 1994)

14.04.260 Height (of a sign).

“Height (of a sign)” means the vertical distance measured from the highest point of the sign to the grade of the adjacent street or the surface grade beneath the sign, whichever is less. (Ord. 466 § 3, 1994)

14.04.270 Illuminated sign.

“Illuminated sign” means a sign with an artificial light source incorporated internally or a sign which is illuminated by a light intended primarily for that purpose wherever situated. (Ord. 466 § 3, 1994)

14.04.280 Lot.

“Lot” means a distinct parcel of land for ownership and tax purposes which is delineated and fixed on a plat filed for record. (Ord. 466 § 3, 1994)

14.04.290 Maintenance.

For the purposes of this title, “maintenance” means the cleaning, painting, repair or replacement of defective parts of a sign in a manner that does not alter the basic copy, design or structure of the sign. (Ord. 466 § 3, 1994)

14.04.300 Mansard.

“Mansard” means a sloped roof or roof-like facade architecturally comparable to a building wall. (Ord. 466 § 3, 1994)

14.04.310 Marquee.

“Marquee” means a permanent roof-like structure or canopy of rigid material supported by and extending from the facade of a building (compare “Awning” and “Projecting sign”). (Ord. 466 § 3, 1994)

14.04.320 Marquee sign.

“Marquee sign” means any sign attached to or supported by a marquee structure. (Ord. 466 § 3, 1994)

14.04.322 Monument Sign.

“Monument sign” means a two-sided sign attached to a permanent foundation or decorative base and not attached or dependent on support from any building, pole, posts or similar uprights. Monument signs include ground signs.

14.04.324 Mural (Noncommercial).

“Noncommercial mural” means any mosaic, painting, or graphic art which is professionally applied to a building and which does not contain any commercial sign copy, including, but not limited to, brand name, product name, logo, trademark, or other commercial message.

14.04.330 Nameplate.

“Nameplate” means a nonelectric on-premises identification sign, not exceeding four square feet in area, giving only the name, address, and/or occupation of the occupant or group of occupants. (Ord. 466 § 3, 1994)

~~**14.04.340 Nonconforming sign.**~~

~~A “nonconforming sign” is:~~

~~A. A sign which was not erected legally and does not comply with subsequently enacted restrictions and regulations; or~~

~~B. A sign which does not conform to the sign code requirements and for which a special permit has not been issued. (Ord. 466 § 3, 1994)~~

14.04.350 Nonconforming sign, legal.

A “legal nonconforming sign” is:

~~A. A sign which was erected legally but does not comply with subsequently enacted restrictions and regulations; or~~

~~B. A sign which does not conform to the sign code requirements but for which a special permit has been issued. (Ord. 466 § 3, 1994)~~

14.04.360 Occupancy.

“Occupancy” means the portion of a building or premises owned, leased, rented or otherwise occupied for a given use. (Ord. 466 § 3, 1994)

14.04.370 Off-premises sign.

“Off-premises sign” means a sign structure advertising an establishment, merchandise, commodity, service, profession or entertainment, which is not sold, produced, manufactured or furnished at the property on which said sign is located, e.g., billboards or outdoor advertising. (Ord. 466 § 3, 1994)

14.04.380 On-premises sign.

“On-premises sign” means a sign which pertains to the use of the premises on which it is located. (Ord. 466 § 3, 1994)

14.04.390 Owner.

“Owner” means a person recorded as such on official records. For the purposes of this title, the owner of property on which a sign is located is presumed to be the owner of the sign unless facts contrary are officially recorded or otherwise brought to the attention of the building official, i.e., a sign leased from a sign company. (Ord. 466 § 3, 1994)

14.04.400 Painted wall sign.

“Painted wall sign” means any sign which is applied with paint or similar substance on the face of a wall. (Ord. 466 § 3, 1994)

14.04.410 Parapet.

“Parapet” means the extension of a false face or wall above the roof line. (Ord. 466 § 3, 1994)

14.04.420 Pole cover.

“Pole cover” means covers enclosing or decorating poles or other structural supports of a sign. (Ord. 466 § 3, 1994)

14.04.430 Political sign.

“Political sign” means a temporary sign used in connection with a local, state or national election or referendum. (Ord. 466 § 3, 1994)

14.04.440 Portable sign.

“Portable sign” means any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building. (Ord. 466 § 3, 1994)

14.04.450 Premises.

“Premises” means a parcel of land with its appurtenances and buildings which, because of its unity of use, may be regarded as the smallest conveyable unit of real estate. (Ord. 466 § 3, 1994)

14.04.460 Prohibited sign.

“Prohibited sign” means a sign which does not meet the requirements of this title and which has not received legal nonconforming status. (Ord. 466 § 3, 1994)

14.04.470 Projecting sign.

“Projecting sign” means any sign, other than a flat wall sign, which is attached to and projects from a building wall or other structure not specifically designed to support the sign; and is a double-faced sign with the faces less than 12 inches apart. (Ord. 466 § 3, 1994)

14.04.480 Public way.

“Public way” means any street, alley, sidewalk, easement or similar parcel of land which is deeded, dedicated or otherwise permanently appropriated to the public for public use or access. (Ord. 466 § 3, 1994)

14.04.490 Real estate sign.

“Real estate sign” means a temporary sign advertising the real estate upon which the sign is located as being for rent, sale or lease. (Ord. 466 § 3, 1994)

14.04.500 Roof sign.

“Roof sign” means any sign erected over or on the roof of a building (compare “Mansard,” “Wall sign”). (Ord. 466 § 3, 1994)

14.04.510 Roofline.

“Roofline” means the top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys or minor projections. (Ord. 466 § 3, 1994)

14.04.520 Rotating sign.

“Rotating sign” means a sign in which the sign itself or any portion of the sign moves in a revolving or similar manner. Such motion does not refer to methods of changing copy. (Ord. 466 § 3, 1994)

14.04.530 Sign.

“Sign” means any device, structure, fixture, or placard using graphics, symbols, and/or written copy designed primarily for the purpose of advertising or identifying any establishment, products, goods, services or political organization, person or viewpoint of any kind when placed outdoors or in an exterior window in view of the general public. “Sign” includes a complex sign designed to permit dividing the surface up among advertisements (“cabinets”) for several different businesses or products or which consists of several different, physically connected facets, containing related or unrelated advertising, in a zigzag, double-faced, triangular, square, or other multifaceted design, with or without cabinets. (Ord. 466 § 3, 1994)

14.04.540 Sign, area of.

“Area of sign” means the gross area of each face of a sign, excluding the area of structural supports not used for any copy, graphics or lighting. (Ord. 466 § 3, 1994)

14.04.550 Special event.

“Special event” means an advertising event, such as “sale,” “grand opening” or “liquidation” for which the use of temporary signage and decorations is allowed to any separately owned business. (Ord. 466 § 3, 1994)

14.04.560 Subdivision identification sign.

“Subdivision identification sign” means a freestanding or wall sign identifying a recognized subdivision, condominium complex or residential development. (Ord. 466 § 3, 1994)

14.04.570 Temporary sign.

“Temporary sign” means a sign not constructed or intended for long-term use – erected for less than 30 days. (Ord. 466 § 3, 1994)

14.04.580 Under-canopy sign.

“Under-canopy sign” means a sign suspended beneath a canopy, ceiling, roof or marquee. (Ord. 466 § 3, 1994)

14.04.590 Use.

“Use” means the purpose for which a building, lot, sign or structure is intended, designed, occupied or maintained. (Ord. 466 § 3, 1994)

14.04.600 Wall sign.

“Wall sign” means a sign attached parallel to and extending not more than six inches from the wall of a building. This definition includes painted, individual letter, and cabinet signs, and a sign on a mansard. (Ord. 466 § 3, 1994)

14.04.610 Window sign.

“Window sign” means a sign installed inside a window and intended to be viewed from the outside. (Ord. 466 § 3, 1994)

14.04.620 Yard sign.

“Yard sign” means a temporary sign installed to advertise the sale of household goods of the seller not as a part of retail business and includes garage sales, rummage sales and moving sales. (Ord. 466 § 3, 1994)

14.04.630 Zoning district.

“Zoning district” means the land use designation for an area as established in the zoning ordinance, PMC Title 17. Commercial zoning districts include airport commercial, limited commercial and general commercial districts and any similar districts. Industrial zoning districts include airport industrial and industrial districts and any similar districts. Residential zoning districts include single-family residential, single-family residential estate, medium-density residential and agricultural districts and any similar districts. (Ord. 466 § 3, 1994)

Chapter 14.08

SIGN REGULATIONS

Sections:

- 14.08.010 Signs prohibited.
- 14.08.020 Signs not requiring permits.
- 14.08.030 Lighting.
- 14.08.040 Maintenance.
- 14.08.050 Sign setback requirements.
- 14.08.060 Political signs.
- 14.08.070 Signs permitted in residential districts.
- 14.08.080 Signs permitted in commercial and industrial districts.
- 14.08.090 Signs permitted in public use districts.
- 14.08.100 Signs permitted in planned unit developments.
- 14.08.110 Anchoring.
- 14.08.120 Additional safety information.
- 14.08.130 Legal nonconforming signs.
- 14.08.140 Loss of legal nonconforming status.
- 14.08.150 Permits required.
- 14.08.160 Fees.
- 14.08.170 Appeals – Generally.
- 14.08.180 Appeal notice and hearing before commission.
- 14.08.190 Appeal notice and hearing before council.
- 14.08.200 Record of appeal from commission.
- 14.08.210 Written statements.
- 14.08.220 Appeal to superior court.
- 14.08.230 Enforcement authority.
- 14.08.240 Remedies and civil penalties.

14.08.005 Purpose.

It is the intent of this chapter to establish a framework of comprehensive sign standards for Palmer that reflect the community decision to preserve and enhance the natural, scenic environment of Palmer; promote the health, safety and welfare of the community; protect property values; allow flexibility, encouraging variety and good design; recognize the importance of appropriate signage for Palmer's economic vitality; and allow adequate avenues for both commercial and noncommercial messages, recognizing free speech by regulating signs in a content-neutral manner. It is the purpose of this chapter to authorize the use of signs that:

A. Promote and accomplish the goals and objectives of the comprehensive plan;

B. Facilitate economic development through the identification of businesses and organizations in the community;

C. Are aesthetically pleasing and of appropriate scale, are integrated with surrounding buildings and landscape in order to meet the community's expressed desire for quality development, and which protect prominent viewsheds;

D. Promote the free flow of traffic and protect pedestrians and motorists from injury through well-designed signs that are unlikely to distract drivers to a dangerous degree;

E. Prevent property damage, personal injury, and litter from signs which are improperly constructed, poorly maintained, or made of nondurable materials

14.08.010 Signs prohibited.

The following types of signs are prohibited in all zoning districts:

A. Abandoned signs;

- B. Signs that imitate, resemble or obstruct the view of traffic or government signs and signals;
- C. Signs attached to trees, utility poles, public benches, street lights, or signs placed on any public property or public way except government signs;
- D. Signs placed on vehicles or trailers which, as parked or located, are designed primarily to display said sign. (This does not apply to signs or lettering on buses, taxis, or vehicles operating during the normal course of business.);
- E. Off-premises signs except government signs;
- F. Portable signs including portable changeable copy signs;
- G. Automatic changeable copy signs, animated or flashing signs except as permitted in this chapter;
- H. Audio signs; **except where they are an audio menu sign for a drive-thru;**
- I. Signs which cause interference with radio, television or telephone reception;
- J. Any sign not complying with requirements of applicable ordinances or regulations or visibility of traffic at access points for vehicles;
- K. Any sign not authorized by this chapter or any sign permitted by this chapter for which a permit has not been obtained;
- L. Any sign using reflectors, mirrors, or other devices intended to focus or direct illumination from the sign to any other place;
- M. Signs exceeding a maximum height of 20 feet. (Ord. 466 § 3, 1994)

14.08.020 Signs not requiring permits.

The following types of signs are exempted from permit applications but must be in conformance with all other requirements of this title:

- A. Construction signs of 32 square feet or less. Such signs may be erected seven days prior to construction and shall be removed within 14 days of beneficial occupancy;
- B. Directional information signs entirely on private property.
- C. Holiday or special event decorations, pennants or festoons;
- D. Nameplates not exceeding four square feet;
- E. A sign relating to a temporary hazard to traffic;
- F. Real estate signs not exceeding four square feet in residential zoning districts or 32 square feet elsewhere. Such signs shall be removed 14 days following sale, rental or lease;
- G. One temporary yard sign not to exceed four square feet in sign area. Such signs shall not be displayed more than four days per sale. Erection of such temporary signs shall be limited in frequency to twice per year per premises;
- H. Window signs otherwise conforming to this title. (Ord. 12-016 § 4, 2012; Ord. 466 § 3, 1994)

I. Non-commercial mural;

J. Governmental signs;

K. Signs on vehicles;

L. Audio menu signs;

14.08.030 Lighting.

A. Signs in all zoning districts shall be arranged so that no light or glare is directed or reflected to adjoining lots and streets or into residential windows. Dark backgrounds shall be used where feasible to reduce glare.

B. The following lights are permitted:

1. Internal illumination;

2. Halo

3. Area

4. Direct

5. Exposed neon

B.C. The following lights are prohibited:

1. An exposed electric lamp with an external reflector and without a light screen or comparable diffusion;

2. An exposed electric lamp in excess of 20 watts unless a screen is attached;

3. Any revolving beacon or beam;

4. Any flashing illumination;

5. Any illuminated sign in a residential zoning district except as permitted in this chapter. (Ord. 466 § 3, 1994)

14.08.040 Maintenance.

All signs shall be properly maintained. Exposed surfaces shall be clean and painted if paint is required. Defective parts shall be replaced. The building official or his designee shall have the right to order the repair or removal of any sign which is defective, damaged or substantially deteriorated. (Ord. 466 § 3, 1994)

14.08.050 Sign setback requirements.

A. The base of structural members supporting freestanding signs shall be set back at least three feet from any public way. Setback requirements have been modified for some sign types and zoning districts by other sections of this chapter.

B. No part of any sign other than a government sign shall encroach into a public way except as permitted in this chapter. (Ord. 466 § 3, 1994)

C. Lots on the corner must comply with the Clear Sight Triangle requirements.

14.08.060 Political signs.

Political signs are allowed in all districts, subject to the following regulations:

A. Political signs which do not exceed four feet by eight feet will be permitted for the period commencing no sooner than five months before a national, state or local election and ending not later than 15 days after that election, except that signs advocating candidates defeated in a primary election are to be removed 15 days after the primary election in which the candidate was defeated.

B. In single-family and suburban estate residential zoning districts, each political sign shall not exceed four square feet in area with the aggregate area of all signs on each lot not to exceed 32 square feet.

C. Political signs are to comply with other applicable regulations of this chapter.

D. Before any political sign is installed, a permit must be issued by the building official. A permit is good for one or more political signs. No permit shall be issued unless the applicant submits the signed guarantee of a property owner within the city that all of the applicant's political signs shall be removed within 15 days after the election. The

building official may, upon seven days' written notice, go upon the property where the offending sign exists and remove the sign and bill the guarantor for the cost of removal. (Ord. 466 § 3, 1994)

14.08.070 Signs permitted in residential districts.

The following signs are allowed in the single-family residential, single-family residential estate, medium density residential and agricultural zoning districts:

- A. All types of signs authorized by and conforming to the regulations of PMC 14.08.020 or 14.08.060;
- B. One freestanding or wall sign as a subdivision identification sign per neighborhood, subdivision or development, not to exceed 10 feet in height and 32 square feet in sign area. The sign shall be located at least 10 feet from a public way or property line. Illuminated signs except internally illuminated are permitted;
- C. For churches and synagogues, one freestanding sign not to exceed 10 feet in height and 32 square feet in sign area and one wall sign not to exceed 15 square feet in sign area. The signs shall be located at least 10 feet from a public way or property line. Illuminated signs except internally illuminated are permitted;
- D. For lawful home occupations, either one nameplate or one wall sign not to exceed four square feet in area;
- E. Setback requirements do not apply to yard signs, real estate signs or political signs; however, the signs may not encroach on a public way or property;
- F. Signs shall not exceed 10 feet in height. (Ord. 466 § 3, 1994)

14.08.080 Signs permitted in commercial, and industrial, airport, agricultural and fairgrounds districts.
The following signs are allowed in **commercial, and industrial, airport, agricultural and fairgrounds districts.**

- A. All types of signs authorized by and conforming to the requirements of PMC 14.08.020 and 14.08.060;
- B. One freestanding sign per premises; where an occupancy is on a corner, or has more than one street frontage, additional signs will be allowed on the additional frontage, but not to exceed two freestanding signs per premises;
- ~~C. One roof sign per premises;~~
- ~~D. One wall sign per occupancy; where an occupancy is on a corner, or has more than one street frontage, additional signs will be allowed on the additional frontage, but not to exceed the total number of street frontages.~~
- ~~E. One awning sign per occupancy, not to exceed 35 percent of the surface area of the awning;~~
- ~~F. One marquee sign per occupancy, not to exceed two square feet in sign area for each linear foot of marquee front and side;~~
- ~~G. One under-canopy sign per occupancy. No part of any under-canopy sign shall be less than seven feet above an adjacent walkway or parking area;~~
- ~~H. One projecting sign per occupancy with direct access to the building exterior. For occupancy frontages of 20 feet or more, the sign may project a maximum of six feet with a maximum height of four feet. For occupancy frontages of less than 20 feet, the sign may project a maximum of six feet with a maximum height of four feet and a total area less than 17 square feet. All signs are to have a minimum of 10 feet of clearance. Projecting signs will not be allowed in any part of a public way used by motor vehicles;~~
- ~~I. Where an occupancy is on a corner, or has more than one street frontage, additional signs will be allowed on the additional frontage, but not to exceed two freestanding signs per premises;~~
- J. H. Changeable copy signs;
 - 1. Manual changeable;

2. Animated:

- (a) A sign whose alphabetic, pictographic, or symbolic informational content can be changed or altered on a fixed display screen composed of electronically illuminated segments;
- (b) A sign with action, motion, or an illusion of either, or changing colors which require either electrical, solar or wind powered energy;
- (c) A sign with automatic changing copy, flashing copy or lights, revolving signs, and signs with stroboscopic lights, intermittent lights, beacons or any other type or style of lights; and
- (d) Electronic display screens, electronic message centers, and billboards/off-premises signs with digital technologies

K I. Banners.

1. Banners are limited to no more than 10 percent of the front wall area;
2. Banners may not be used as permanent signage;
3. Banners are limited to two 30-day placements per calendar year and no more than two banners may be displayed on any exterior building surface during this 30-day period;
4. Temporary banners for events or activities sponsored by non-profit organizations may be authorized for an additional 30 cumulative days in any one calendar year;
5. Temporary Seasonal Sales. A nonrenewable five-week temporary banner permit may be issued for seasonal and holiday related sales.
6. Notwithstanding any section of the Palmer Municipal Code, the owner or person in possession of a banner in violation of this title shall remove the banner upon order of the city. For purposes of this section, any portion of any day in which a banner is displayed shall be counted as one full day. (Ord. 12-016 § 5, 2012; Ord. 466 § 3, 1994)

J. A-frame, sandwich and Upright signs; must be located on-premise and are temporary in nature

14.08.090 Signs permitted in public use districts.

The following signs are allowed in public use zoning districts:

- A. All types of signs authorized by and conforming to the regulations of PMC 14.08.020 and 14.08.060;
- B. Any sign as allowed in this chapter for the zoning district that is adjacent to a particular side of the public use district. (Ord. 466 § 3, 1994)

14.08.100 Signs permitted in planned unit developments.

Signs in planned unit developments, as such uses are defined in the Palmer special land use district, will be standardized and the size, height and number of signs in the development will be negotiated as a part of the development contract in general conformity with the standards of this chapter. (Ord. 466 § 3, 1994)

14.08.110 Anchoring.

- A. No sign shall be suspended by nonrigid attachments allowing the sign to swing in the wind.
- B. All freestanding signs shall have self-supporting structures erected on or permanently attached to concrete foundations.
- C. All temporary signs or displays shall be braced or secured to prevent motion. (Ord. 466 § 3, 1994)

14.08.120 Additional safety information.

- A. No sign shall be erected, constructed or maintained so as to obstruct any fire escape, required exit, window or door opening used as a means of egress.

B. No sign shall be attached in any form, shape or manner which will interfere with any opening required for ventilation.

C. Signs shall be located in such a way as to comply with applicable federal, state and city safety standards. (Ord. 466 § 3, 1994)

14.08.130 Legal nonconforming signs.

Existing signs which do not conform to the specific provisions of this chapter may be eligible for the designation of “legal nonconforming”; provided, that:

A. Such signs are properly maintained and do not in any way endanger the public;

B. The sign was covered by a valid permit or variance or complied with all applicable laws on the date of adoption of this chapter. (Ord. 466 § 3, 1994)

14.08.140 Loss of legal nonconforming status.

A nonconforming sign shall lose its nonconforming status after:

A. The sign is relocated; or

B. The sign suffers damage or deterioration to the extent of 50 percent of the replacement value of the sign; or

C. The structure or size of the sign is altered in any way except towards compliance with this chapter. (Ord. 466 § 3, 1994)

14.08.150 Permits required.

A. Unless otherwise provided by this title, all signs shall require permits and payment of fees. No permit is required for the maintenance of a sign or for a change of copy on painted, printed or changeable copy signs.

B. To facilitate the issuance of permits, all applications shall include:

1. An accurate sketch or plan of the proposed sign, showing the dimensions and layout with colors and lettering, method of construction, structural supports, lighting and other pertinent information;

2. A sketch or photograph to identify the proposed location of the sign, sufficiently detailed to indicate the building, existing signs in the immediate area, traffic signals and signs, and lot lines if required;

3. Name and address of the owner of the sign;

4. Street address or location of the property on which the sign is to be located, along with the name and address of the property owner;

5. The type of sign or sign structure as defined by this chapter;

6. For signs any part of which extends into a public way, proof of insurance coverage of \$300,000 combined single limit (CSL) minimum with the city named as an additional insured. (Ord. 466 § 3, 1994)

14.08.160 Fees.

All applications for permits, variances or appeals shall be accompanied by a payment of the fee for each sign according to the current, adopted budget. (Ord. 07-029 § 28, 2007; Ord. 466 § 3, 1994)

14.08.170 Appeals – Generally.

A. Appeals – Standing. Any person or persons aggrieved by an action or determination taken under this chapter may appeal said action or determination.

B. Jurisdiction. Appeals of actions and determinations of the building official are heard by the planning and zoning advisory commission. Appeals of said actions and determinations of the commission are heard by the city council. Appeals of the actions of the council are heard by the superior court.

C. Time Limitation. An appeal of a decision of the building official, of the commission or of the city council must be filed within 30 days of the action or determination being appealed. Computation of the time period for filing an appeal shall commence with the date on which the action or determination is mailed or delivered to the parties involved. Any decision not appealed within these time limits shall become final.

D. Applications. The application for each appeal shall be filed with the city clerk, be in writing and contain at least the following information:

1. The name and address of the appellant;
2. A description of the action or determination from which the appeal is sought; and
3. The reason for the appeal which must show a grievance to the applicant.

E. Filing Fee. Each application appealing actions and determinations of the building official or the commission shall be accompanied by a filing fee as in PMC 14.08.160. (Ord. 466 § 3, 1994)

14.08.180 Appeal notice and hearing before commission.

A. Upon receipt of a valid application appealing an action or determination of the building official, the city clerk shall schedule an appeal hearing before the commission to be held within 45 days. All parties to the action or determination being appealed shall be provided with written notice not less than 15 days prior to the appeal hearing.

B. At the hearing the order of presentation is as follows:

1. The building official shall summarize the issues and state his/her decision;
2. The applicant shall present his/her evidence, including witnesses and documents;
3. The building official shall present his/her evidence, including witnesses and documents;
4. The applicant may close his/her presentation;
5. The building official may close his/her presentation.

C. The commission, the applicants and the administration may question any witness. Any person may be represented by counsel. The applicant must prove the facts by a preponderance of the evidence. All hearings shall be tape-recorded. Formal rules of evidence need not be followed.

D. A hearing, and any reconvening thereof, shall be open to the public.

E. Within 15 days following the hearing, the commission shall issue its decision in the form of written findings of fact and conclusions of law.

F. The findings of fact and conclusions of law shall reference specific evidence in the record and the controlling sections of this chapter and shall briefly explain the reasons for the decision. The commission may affirm, modify, vacate, set aside or reverse any decision brought before it for review, and may remand the case and direct the entry of such appropriate order, or require further proceedings to be had as may be justified under the circumstances.

G. The findings of fact and conclusions of law shall be signed by the presiding officer and filed with the clerk, who shall promptly mail a copy to the appellant. (Ord. 466 § 3, 1994)

14.08.190 Appeal notice and hearing before council.

A. Upon receipt of a valid application appealing an action or determination of the commission, the city clerk shall schedule an appeal hearing before the council to be held within 45 days. All parties to the action or determination being appealed shall be provided with written notice not less than 30 days prior to the appeal hearing.

B. An appeal hearing conducted by the council shall be on the basis of the record established before the commission and the record on appeal. The council may allow for oral presentations by the applicant and the administration. A time limit may be established for said presentations.

C. No new evidence shall be received or considered by the council hearing an appeal. Upon a showing of good cause, the council may remand the matter to the commission to receive and consider new evidence.

D. The hearing, and any reconvening thereof, shall be open to the public.

E. Within 15 days following the hearing, the council shall issue its decision in the form of written findings of fact and conclusions of law.

F. The findings of fact and conclusions of law shall reference specific evidence in the record and the controlling sections of this chapter and shall briefly explain the reasons for the decision. The council may affirm, modify, vacate, set aside or reverse any decision brought before it for review, and may remand the case and direct the entry of such appropriate order, or require further proceedings to be had as may be just under the circumstances.

G. Upon express vote, the council may adopt as its statement of findings and conclusions those findings and conclusions officially adopted by the commission.

H. The findings of fact and conclusions of law shall be signed by the mayor and filed with the clerk, who shall promptly mail a copy to the appellant. (Ord. 466 § 3, 1994)

14.08.200 Record of appeal from commission.

A. Upon receipt of a valid application appealing a decision of the commission, the record of appeal shall be prepared by the city clerk and provided to the council not less than five days prior to the hearing before the council, and shall consist of the following:

1. A verbatim transcript of the prior proceedings from which the appeal has been taken;
2. Copies of all memoranda, exhibits, correspondence, recommendations, analyses, maps, drawings, pictures, videos and other documents or exhibits submitted prior to the decision from which the appeal is taken;
3. A copy of all prior written actions, determinations and decisions, including findings and conclusions;
4. A list of the names and addresses of all persons appearing as witnesses at prior hearings; and
5. Any written statements filed pursuant to PMC 14.08.210.

B. The record of appeal shall be made available for public inspection in the city clerk's office not less than five days prior to the hearing date. (Ord. 466 § 3, 1994)

14.08.210 Written statements.

A. An appellant may file a written statement summarizing the facts and setting forth pertinent points and authorities in support of the points contained in the notice of appeal, provided such statement must be filed not less than 12 days prior to the date set for the appeal hearing.

B. Any interested party wishing to file a written statement in rebuttal to the appeal may do so, provided such statement must be filed not less than six days prior to the appeal hearing date. (Ord. 466 § 3, 1994)

14.08.220 Appeal to superior court.

An appeal from the council may be taken by any person to the superior court as provided by law. (Ord. 466 § 3, 1994)

14.08.230 Enforcement authority.

This title shall be enforced by the building official. (Ord. 466 § 3, 1994)

14.08.240 Remedies and civil penalties.

The city or an aggrieved person may institute a civil action against a person who violates a provision of this title or a term, condition or limitation imposed pursuant to this title. In addition to other relief, a civil penalty not to exceed \$300.00 may be imposed for each violation. Each day that a violation or an unlawful act or condition continues constitutes a separate violation. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. Upon application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction. (Ord. 466 § 3, 1994)

14.08.250 Severability

If any provision, clause, sentence or paragraph of this chapter or its application to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this chapter, which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable.

**City of Palmer
Resolution No. 18-019**

Subject: Appointing Election Officials for the City of Palmer Regular Election on Tuesday, October 2, 2018

Agenda of: August 14, 2018

Council Action: **Approved** **Amended:** _____
 Denied


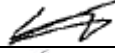
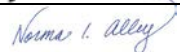
Originator Information:

Originator: Norma I. 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: \$ 2,500.00

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 2,500.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6099 (Election Expenses)
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Resolution No. 18-019

Summary Statement:

Palmer Municipal Code 18.22.020 (B) states, "the clerk shall recommend to the council at least three election officials for each precinct to constitute the election board for that precinct. The council shall, by resolution, appoint the election officials...".

Administration's Recommendation:

Approve Resolution No. 18-019 Appointing Election Officials for the October 2, 2018, Regular Election.

Introduced by: Mayor by Request of
City Clerk Alley
Date: August 14, 2018
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 18-019

A Resolution of the Palmer City Council Appointing Election Officials for the City of Palmer Regular Election on Tuesday, October 8, 2018

WHEREAS, in accordance with section 18.22.020 of the Palmer Municipal Code, the following persons have been deemed qualified and have agreed to serve as Election Officials for the City of Palmer Regular Election on Tuesday, October 2, 2018:

Election Officials:

Precinct 11-070 Mat-Su Borough Building	Precinct 11-075 Palmer Senior Center
Cynthia Medbery (Chair)	Virginia Sweeney (Chair)
Meredith "Jo" Weller	Barbara Entsminger
Cynthia Richmond	Alice Williams
Lee Henrikson	Reita Leonard
Cheryl Katje	Bonnie Burgan-Kelly

NOW, THEREFORE BE IT RESOLVED that the Palmer City Council confirms the appointment of these individuals as Election Officials for the October 2, 2018, City of Palmer Regular Election.

Approved by the Palmer City Council this 14th day of August, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

A. CALL TO ORDER

A special joint meeting of the Palmer City Council and the Board of Economic Development (Board) was held on March 6, 2018, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 pm.

B. ROLL CALL

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

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

Comprising a quorum of the Board of Economic Development, the following were present:

Dusty Silva, Chair	Peter Christopher
Barbara Hunt	Janet Kincaid
Lorie Koppenberg	Kelly Turney

Board of Economic Development Member Christopher Chappel was absent and excused.

Also in attendance were the following:

Nathan Wallace, City Manager	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 - None

F. NEW BUSINESS

1. Committee of the Whole (note: action may be taken by the council following the committee of the whole)

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

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

Main Motion: For the Board of Economic Development to Enter into a Committee of the Whole

Moved by:	Turney
Seconded by:	Kincaid
Action:	Motion carried
In favor:	Christopher, Hunt, Kincaid, Koppenberg, Silva, Turney
Opposed:	None
Absent:	Chappel

The City Council and Board entered into a Committee of the Whole at 6:05 p.m.

a. Depot Rental

Items of discussion included the following:

- Depot purpose and use policy;
- Two-year rental calendar and reservation types;
- Scheduling procedures;
- Balance of rentals for commercial, retail, and parties/events; and
- Rental rates and restructuring to categories (unanimous support by Council).

b. Annual Work Plan (7:34 p.m.)

Items of discussion included the following:

- Historical signs on buildings;
- Online payment business license renewals and sales tax system;
- Online booking of city facilities;
- Circulation within the town for signage, promotion, and publication;
- Development of an economic strategy outlining recreational opportunities in and around Palmer and events in Palmer;
- Social Media in the private sector for marketing; and
- Depot Rental Policy review.

c. Other Matters Related to Board of Economic Development (7:22 p.m.)

Items of discussion included the following:

- Board assess additional public parking locations;
- Placement of signs during the Glenn Highway Project to draw business into downtown Palmer;
- Review of possible pavilion rental or use policy; and
- Use of city property for non-profits or other entities to store items.

The Council and Board exited the Committee of the Whole and reconvened the regular meeting at 7:56 p.m.

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Norma Alley reported the 2018 Fee Schedule, 2018 Rental Calendar, and 2019 Requested Dates Spreadsheet are Record of Items Placed on the Table.

H. AUDIENCE PARTICIPATION

Ms. Denise Statz spoke on her experience in reserving the Depot regarding the perception of the lack of availability and the need to educate the community and the need for businesses to obtain a business license and collect sales tax.

Ms. Ronalee Moses commented on the need to restructure the reservation process at the Depot.

I. COUNCIL AND BOARD MEMBER COMMENTS

Board Member Kincaid expressed her support for annexation, shared her website being set up to promote a partnership to the trails, and complimented the city on having a thriving airport.

Chair Silva expressed her appreciation to the City Council for scheduling the joint meeting to allow open dialog amongst all members.

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

J. ADJOURNMENT

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

Approved by the City Council on this ____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna DeVries, Mayor

Approved by the Board of Economic Development this 6th day of August, 2018.

Brad Hanson, Community Development Director

Dusty Silva, Board of Economic Development Chair

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on July 24, 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 W. Best, Deputy Mayor
Steve Carrington	Linda Combs
Sabrena Combs	David Fuller (participated telephonically)

Council Member Pete LaFrance was absent and excused.

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 Minutes of Previous Meetings
 - a. June 12, 2018, Regular Meeting
 - b. June 26, 2018, Regular Meeting
 - c. July 10, 2018, Regular Meeting

Main Motion: To Approve Agenda and Minutes

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

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation to Kristie Bernier for Achievement as Emmy Award Winner

Mayor DeVries read and presented a proclamation recognizing Kristie Bernier for receiving an Emmy Award for her work on the historical documentary *True North - The Story of ASRC* (Arctic Slope Regional Corporation).

2. Presentation from Board of Economic Development Chair Dusty Silva

Board of Economic Development Chair Dusty Silva reported:

- Three seats have expiring terms in October;
- The Depot rental policy was reviewed and five categories were implemented for guidance in the reservation process;
- Meeting times were moved to 6:00 p.m. to allow for longer meetings as they are lasting about three hours;
- The Strategic Plan would be reviewed and presented to the Council;
- Review of short term rentals would be the focus for the next few months;
- Recent staff transition had brought new perspective and good questions for discussion at each meeting; and
- Pavilion usage guidelines were being drafted for future approval.

Deputy Mayor Best stated the BED meetings had been productive and appreciated the hard work of the board and chair.

Mayor DeVries expressed gratitude to the board members for their hard work and encouraged current members to reapply.

F. REPORTS

1. City Manager's Report

City Manager Wallace highlighted his written report and announced:

- The City Hall front entrance was open and all that remains is the stair rail to be installed;
- \$519,000.00 was awarded from an FAA Airport Improvement Grant;
- Palmer Amusement Park received fresh mulch and Darren Park would be receiving new mulch soon, which was created with recycling's from the Palmer Clean Up Day;
- Quality Asphalt and Paving was awarded the contract for upcoming Glenn Highway Projects; and
- No road or utility work, impeding traffic would be done during the Alaska State Fair and work would resume after Labor Day.

2. City Clerk's Report

City Clerk Alley announced new Planning and Zoning Commission members were sworn in at their July 19 meeting; Parks and Recreation Cultural Advisory Board Member Heather Kelley would take her Oath of Office on August 2; candidacy filing would be closing Friday, July 27, at 4:00 p.m.; and Palmer had the needed poll workers for the October election.

3. Mayor's Report

Mayor DeVries highlighted her written report and announced:

- She and Deputy Mayor Best attended the Friendship Park ribbon cutting on July 22;
- Senator Shelley Hughes was to be the speaker at Best in the Valley awards night on July 31, at the Palmer Depot;
- Input was requested from the Council for questions to be submitted to AML in reference to Ballot Measure One;
- Charter College's interest in volunteer opportunities for students to aid the city of Palmer;
- Council Members were invited to celebrate the passage of SB 63 Smoke Free Workplace law at Mat-Su Health Foundation on August 3; and
- She recently joined Palmer police chief at a meeting to address concerned citizens about prisoners released in Palmer and the affects to the community.

Council Member L. Combs commented she had heard from citizens that there was a perception of increased crime and homelessness in the community.

4. City Attorney's Report

City Attorney reported crime, car theft, homelessness, and drug use were widespread and hoped the state and city can increase its resources to combat the problem.

G. AUDIENCE PARTICIPATION

None.

H. PUBLIC HEARING

1. **Resolution No. 18-001-A:** Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2018

Mayor DeVries opened the public hearing on Resolution No. 18-001-A, 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. 18-001-A

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

I. NEW BUSINESS

1. Committee of the Whole: Discuss 2019 Budget Priorities (note: action may be taken by the council following the committee of the whole)

The Council entered into a Committee of the Whole at 8:02 p.m.

Mayor DeVries called a recess at 8:05 p.m. Mayor DeVries called the meeting to order in Committee of the Whole at 8:15 p.m.

Topics addressed in the Committee of the Whole included:

- Budget planning and direction for 2019;
- Possible future revenue from internet sales tax;
- Possible future revenue from glass recycling for roads, sidewalks, and parks;
- Offering citizens yard waste collection more often; and
- Economic growth and future annexation.

Deputy Mayor Best inquired about the state and condition of the golf carts at the Palmer Golf Course, furthering the bike lane to Helen Road near Friendship Park, adding a park in the Hidden Ranch Subdivision, and requested City Manager Wallace look into possibilities of purchasing property in the area. Council Member L. Combs stated support.

Council Member Fuller expressed interest in the annexation of Whispering Winds. Deputy Mayor Best agreed and stated he believed looking into annexation was important.

The Council adjourned from Committee of the Whole at 8:52 p.m. and reconvened the Regular Meeting.

J. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported communication from AML on Ballot Measure One was an Item Placed on the Table.

K. AUDIENCE PARTICIPATION

None.

L. COUNCIL MEMBER COMMENTS

Council Member S. Combs thanked Board of Economic Development Chair Dusty Silva for the report, congratulated Kristy Bernier on her Emmy Award, and thanked the Garden and Art Faire volunteers.

Council Member L. Combs stated she hoped to see all at the Palmer Pride Picnic on July 27, expressed gratitude for police and fire for their hard work, and announced she was grateful to live in a community where public safety is of the utmost importance.

Deputy Mayor Best stated he was misquoted in the paper regarding his comments at the last meeting towards MEA.

Council Member Carrington thanked Chair Dusty Silva for her report.

Council Member Fuller thanked Chair Dusty Silva and encouraged the Board of Economic Development to keep up the good work as it is appreciated.

M. ADJOURNMENT

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

Approved this ____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
1	Waste Water Treatment Plant Upgrades: MMBR and Secondary Clarifiers to meet EPA/ADEC permit requirement per Consent Decree	\$9,000,000- \$14,000,000 (revised estimate after 65%~ \$12,610,290)	August 2020		\$8,897,273 as of March 2018	Funding Sources On hand: State Grant \$2.5M State Grant: \$145k Enterprise and GF: \$1,600,000 USDA Loan: \$4.8 USDA Grant: \$3.5
k	Construction Commence		June	On going		
k(2)	Building/Lab		Feb-May	Project is over 50% complete		Lab finishing work and system control work underway
m	Close on USDA Loan/Grant		June	On going-finalizing, but loan and grant have been disbursed		Bond approved, working transcript
o	MMBR System on line for testing		July 2018	On going		Final Punchlist items complete, substantial completion met
p	MMBR System performance testing		thru April 2019			Performance testing began July 31
o	Secondary Clarifiers on line		August 2020			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
2	Rehabilitate RW 16/34 & Related Improvements	\$10,000,000- \$11,500,000	October 2017	Pre-Liminary Application Approved by FAA		Funding Sources On hand: State Grant: \$400K COP: \$225k Anticipated FAA: \$9.375M - \$10.781M
n	Construction Mobilization		June			On going
o	Runway Closed		August 2017	Re-opened Aug 21		Apron work and helipad continues
p	Winter Closure		October 2017			Project substantially complete
q	Final items completed		May 2018	Sealing/paint completed July 3		Seal and repaint 10/28
r	Project Completion		July 2018			Final punchlist items complete July 31

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
3	Public Safety Building: Repair several subfloor structural issues in the Booking and PreTrial Confinement Areas and complete several finishing upgrades, in the same area, as required by current lease agreement	\$141,000 remaining in state grant funds for public safety building improvements	TBD			RFP out to bid for Engineering services to provide inspection and assessment, prepare engineering plans, specifications, cost estimates and bidding assistance.
a	Engineer and CA Support	With PND Engineers for Fee Proposal	9Feb18		\$44,852.00	Approved
b	Engineer's Estimate and Bid Docs				\$124,000 engineer's estimate	Project out for bid
c						

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
4	ADA Sidewalk Improvements: As part of the Comprehensive Plan the City continues to upgrade sidewalks, curb ramps and driveways to ADA compliance. This year's focus will be along E Dahlia and Elmwood Aves	\$323,400.00	Sept 18			The City has been notified of an award of a grant thru Alaska DOT from the federal government for this project in the amount of \$323,400.00. If accepted, the City match is \$64,680.00
a	Council Accept Grant		March			Grant accepted by Council
b	RFP for project		TBD			
c	Construction Start		TBD			RFP & Construction dates TBD. Approval of the proposed project is still with DOT and we do not have a grant agreement yet. We have requested the grant funds be extended through summer of 2019.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
5	Airport Road/Evergreen Trail: Connector to ball fields and Cope Industrial Trail	None				Examine the costs of completing a connector trail from Mat River/Butte Trail to Cope Industrial trail.
	a Stake and clear airport road row with proposed trail		Summer			This is on our list of items for the City crew to do this summer.
	b					
	c					

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
6	Install video cameras to monitor city assets	\$75,000.00	Fall 2018			Developing Policy and recommended locations for council approval
a	Policy Review/Approval		March 2018	Completed		Part of City Manager Report March 13
b	Install Beta system		August 2018			In design
c	Install remaining system		TBD			TBD

City of Palmer Community Center (Depot) Rental Policy



City of Palmer Community Development
645 E. Cope Industrial Way
Palmer, AK 99645-6748
www.cityofpalmer.org

Phone: 907-745-3709x1 • Fax: 907-745-5443

Table of Contents

Rooms	3
Applicants	3
Availability	4
Reservation Process	4
Fees	5
Security Deposit/Clean-Up	5
Cancellations/Refunds	6
Normal Operating Hours	6
Decorations	6
Alcohol	7
Parking	7
Signage	7
Smoking	7
General Usage Policies	7
Disqualifying factors for facility rentals	7
Misrepresentation	8
Contents Available for Use	9
Cleaning Checklist--Renter	10
Community Center Rental Application Form.....	12
Alcohol Questionnaire & Special Regulations	13
Rental Agreement	13

Community Center (Depot) General Information and Rental Policies

The Community Center (Depot) is an historic train station that serves as a Community Center in downtown Palmer. Originally built in 1935, the main section of the depot was a warehouse in the 60's it was transformed into a community Center. Today, it can accommodate most community activities with its size and versatility.

Rooms

Main Room - The main room (3,048 sq. ft.) is a flexible meeting space and can accommodate banquets for approximately 200 people and meetings/events of up to 415 people; depending on set up. A stage and other amenities are available.

Kitchen - The kitchen (248 sq. ft.) is a staging/prep type kitchen. There are several large areas for prepping food; however, no stovetop/oven, garbage disposal or dishwashing station are available. Renters will not be permitted to store food, beverages or decorations at the Community Center (Depot) prior to the approved access time on the date(s) rented. The kitchen is only available for those who are providing services to events being held at the Community Center (Depot).

Manager's Apartment - One small conference room (409 sq. ft.) is provided as part of the rental at no additional charge; however, it is governed by the same reservation process, policies and guidelines found in this document.

Entry Area - The entry area is part of rental and can be used as additional space provided the egress pathways are kept clear of free of obstructions.

Tables & Chairs (Other rentals listed on page 8) - Tables and chairs are provided for use in the Depot only. Table sizes include twenty 5' round tables, twenty 8'x30" rectangular tables and 200 chairs.

Applicants

Any residents, businesses, non-profits and civic groups are eligible to rent the facility provided they are within the guidelines of the Community Center (Depot) policies.

Five (5) Categories of Use:

- Category 1 - City Sponsored/Co-sponsored
- Category 2 - Non-profit
- Category 3 - Private
- Category 4 - Commercial All Other
- Category 5 - Commercial Retail

Category 1 - City Sponsored/Co-sponsored includes any events/programs sponsored, co-sponsored or supported by the City of Palmer. Personal functions will not be recognized under this category (i.e.; weddings, retirement parties, birthday parties, etc.). Ongoing reservations DO NOT automatically continue; groups are responsible for resubmitting an application. Reservations are taken as described in the "Rental Booking Policy" section below. Meeting dates/times are not guaranteed from year to year.

Category 2 - Non-profit includes groups that are non-profit and are registered as such in the State of Alaska, have a 501(c)3 certificate or I.D. number (required when submitting the application). Personal and social functions will not be recognized under this category by the City of Palmer (i.e.;

weddings, retirement parties, birthday parties, etc.). Examples: Homeowners Associations, Rotary Club, Chamber of Commerce. Ongoing reservations DO NOT automatically continue; groups are responsible for resubmitting an application. Reservations are taken as described in the "Rental Booking Policy" section. Meeting dates/times are not guaranteed from year to year.

Category 3 - Private is defined as individual(s) and/or group events not open to the public that do not charge any type of fee or admission for the function (birthday parties, social events, anniversary parties, etc.). Reservations are taken as describe in the "Rental Booking Policy" section and full payment is required upon booking.

Category 4 - Commercial All Other is defined as individual(s) or businesses (other than non-profit) using a city facility for profit; conducting events including, but not limited to, business meetings, seminars, training, ticketed performance events, promotions and other than retail sales of goods. Business licenses are required for all vendors operating within city limits (contact City Hall at 745-3271 for further information). Reservations are taken as describe in section "Rental Booking Policy" and full payment is required upon booking.

Category 5 - Commercial Retail is defined as individual(s) or businesses (other than non-profit) using a city facility for profit; retail sales or promotion of goods and/or services including subleasing of space. Business licenses are required for all vendors operating within city limits (contact City Hall at 745-3271 for further information). Reservations are taken as described in the "Rental Booking Policy" section and full payment is required upon booking.

Availability

Reservations - The first step in checking on dates for renting the facility is go to [www.cityofpalmer.org/City Recreational and Rental Facilities](http://www.cityofpalmer.org/City_Recreational_and_Rental_Facilities) and check the depot calendar to see if the date(s) is available or call the Community Development office at 907-745-3709x1. Applications are available on the website or may be picked up at our office located at 645 E. Cope Industrial Way. All requests must include a completed application form and a copy of a driver's license or State I.D. and can be faxed, emailed, mailed or dropped off. We request that all communications/arrangements be made by one person representing your party/event. Applicants must be at least 21 years of age.

Rental Booking Policy

- Category 1 - Priority booking (before all others)
- Category 2 - May book 1 year in advance
- Category 3 - May book 1 year in advance
- Category 4 - May book 1 year in advance
- Category 5 - May book 4 months in advance

The City of Palmer reserves the right to limit the amount of weekend usage.

Reservation Process

Approval for use will be on a first come, first served basis, in accordance with the "Rental Booking Policy" section and based upon availability. Applications will be accepted according to the "Rental Booking Policy" section of this policy. For example: If today's date is May 15, 2018, bookings may occur for Category 1-4 for any day up to May 15, 2019. Booking may occur for a Category 5 any day up to September 15, 2018. Once the application has been received by our office, the applicant will be contacted within 5-7 business days regarding the event approval. If needed, additional information may be requested during this time frame. If the application is approved the event is not confirmed until a written contract has been signed and payment is collected.

Fees

Deposit and rental fees are not required at the time the application is submitted. However, no date(s) is confirmed until a Rental Agreement is signed and the deposit and rental fees have been paid. Any group claiming non-profit status is required to provide verification of their status.

Rental fee includes the use of existing restrooms, water service and electrical utilities. (A telephone line is available by request through MTA.) Common areas located in the Community Center (Depot) are included in the rental fee. All fees apply unless Palmer City Council approves a fee waiver; through a council grant application. The City Manager at his discretion may waive fees for public purposes.

Rental fees are determined as per the adopted fee schedule on the day when the depot is booked. Rental fees may be paid in cash, by check, money order or credit card (Visa or MasterCard).

Security Deposit/Clean-Up

Security deposits must be paid at the time of rental and may be submitted in cash or by check, money order or credit card (Visa or Mastercard).

The applicant is responsible for ensuring the facility is clean and undamaged at the end of the rental. The facility and its contents should be left in the same condition in which the group found them. The renter is responsible for making sure the main room, kitchen, restrooms, entry area, manager's apartment and outside grounds of the facility are clear of trash, food and beverage spills, personal belongings, renter's equipment and decorations by the end of the clean-up period. Garbage must be collected and placed in the dumpster provided.

The applicant is responsible for ensuring that guests are not allowed to enter landscaped areas or damage city property. To protect you and your guests from theft, do not allow the general public to use the restrooms. Forfeiture of deposit or additional fees may be imposed for any of these violations. **These items include, but are not limited to:**

- Stains on walls
- Removal of carpet stains requiring more than standard extraction techniques
- Broken furniture and/or equipment
- Defacement of any part of the interior or exterior of the building
- Damage created by improper use of equipment or non-compliance with facility rules
- Equipment found to be missing as a result of a group using the building
- Any other circumstances which justify a damage fee
- Unauthorized use of the kitchen or other rooms
- Unauthorized extension of hours; this may include additional rental fees

Community Development staff will inspect the premises before and after the rental date. **Upon inspection, if the City determines additional clean-up work is necessary, charges will be deducted from the deposit at a rate of \$75 per hour. The cost for any required repairs will also be deducted from the deposit. If the deposit is not adequate to cover clean-up and damages, the applicant will be billed for time and materials.** The renter is responsible for the replacement/repairs of any part of the building or its contents which become broken, defaced or damaged as a result of the rental. *If necessary, the City of Palmer may take legal action to recover these costs.*

- If the Palmer Community Center (Depot) keys are not returned, a Lost Key Fee of \$106 will be deducted from the deposit.

- There is a two-hour minimum overtime fee for any City of Palmer employee called out after work hours for any problems.
- Lost items will be held at the Police Department for 15 days, and then donated if not claimed.

Cancellations/Refunds

*** CANCELLATION POLICY *** Effective 11/05/2007	
If 45 or more days notice	Full refund rental rate and deposit
If less than 45 days notice	City keeps deposit and one day rental
If rental 3 consecutive days or more	Cancel 60 days in advance -- Full refund
If rental 3 consecutive days or more	Cancel less than 60 days in advance -- City keeps deposit and one day rental.

Normal Operating Hours

The Community Development offices normal business hours are:

Monday through Friday 8:00 a.m. to 5:00 p.m. excluding holidays.

Access to the Community Center (Depot) is allowed from:

8:00 a.m. to 12:00 a.m. only on the rental date(s) stated on the approved application.

All Categories 1-5 must end their events by midnight, including clean-up time. Events expected to last beyond 12:00 a.m. must schedule and pay for an additional rental day.

Contact Palmer Police Department at 745-4811 for after business hours emergencies.

Palmer Depot Usage Policies

Decorations

Please note the following information:

1. **EQUIPMENT PROVIDED AT THE DEPOT IS INTENDED FOR USE INSIDE THE DEPOT ONLY** and not to be removed from the premises. This includes, but is not limited to, the following: tables, chairs, podium, warming pans and lids, flags, serving tables, garbage cans.
2. If the stage is moved for your event, it must be returned to its original position.
3. Please do not remove any acoustical tiles. Do not fasten anything to or through the acoustical tiles on the ceiling or the upper side walls.
4. No hanging items on the sprinkler piping in the building.
5. **Nothing is to be taped to the walls, floors, doors, ceiling, trim or windows.** This applies to ALL categories and individuals. Tape, tacks, nails, screws, staples or other surface adhesives or objects that may damage the walls or other city property are not permitted. Any damage caused will be the responsibility of the renter.
6. Candles must be protected on all sides with a secure and stable base.
7. Birdseed, confetti, sparklers and bubbles are prohibited inside the facility.
8. Animals are prohibited inside the facility unless part of an approved event.
9. If the stage is moved for your event, it must be returned to its original position.

Alcohol

The Community Center Alcohol Questionnaire & Special Regulations form must be completed, signed and approved.

Parking

Parking is permitted in all public parking lots. The outside covered area is for loading and unloading purposes only; there is no parking allowed on the Depot access lane. We encourage events to have vendors and staff park in areas that will allow for the general public and the downtown businesses to access public parking spaces.

Food vendors are not allowed to block pedestrian access to the Depot or park on the sidewalk coming from Alaska Street. Additionally, food vendors must have authorization from the depot renter to operate anywhere within depot property or depot designated parking.

Signage

Signage for your event is allowed only the day of the event. Signs are to be placed in designated spots only. 1 Banner sign allowed on the building, 1 free standing sign on Evergreen Ave and 1 Free standing sign on Valley way by the designated parking lot. Please See Signage Exhibit.



Smoking

No smoking is permitted in any City of Palmer facility.

General Usage Policies

1. The City reserves the right to deem any activity inappropriate for the Community Center (Depot).
2. The City reserves the right to limit the amount of weekend usage.
3. All children age 14 and under must be supervised by an adult throughout the time they are in the facility.

4. No pets are permitted in the Community Center (Depot) with the exception of service animals as defined in Title II and Title III of Americans with Disabilities Act. Service animals shall be wearing the proper identification harness and vest. Owners must have paperwork available at all times especially upon first visit to the facility. Animals may be allowed as part of an approved event and in compliance with city ordinances.
5. The City of Palmer will not be responsible for any property left on the premises by an individual or group using the facility.
6. City of Palmer employees have the authority to enforce all rules and regulations governing the Community Center (Depot). If at any time the renter and/or the renter's guests becomes uncooperative with the city employees, the Palmer Police Department will be contacted to control the situation.
7. Anyone caught in the destruction or damage of property will be personally held accountable for repairs and removed from the Community Center (Depot).
8. Anyone caught using profanity and/or fighting will be removed from the Community Center (Depot).

Disqualifying factors for facility rentals may include, but are not limited to:

- Use is considered contrary to the City's best interest
- Advocacy to overthrow the Federal, State or Local Government
- Misrepresentation of rental information
- Previously caused or allowed damage to City property
- History of hostile or violent behavior
- Past conduct which has resulted in police or fire department response

Misrepresentation

The City of Palmer reserves the right to withhold a portion of or all of the security deposit and shut down an event if it is found that the renter has misrepresented information on any of the rental documents. Misrepresentation is the responsibility of the renter. Examples of misrepresentation include, but are not limited to:

- Failure to disclose the true nature of the activity
- Exceeding the reported number of guests or the capacity of the room/facility
- Failure to report the service of alcohol
- Failure to disclose selling of merchandise, services and/or charging admission fees on the premises
- Gaining monetary benefits directly or indirectly

The contents of this document may be revised without notice. If printed please check the website for any updated version. The renter and all parties involved will be held accountable for any changes to this document. The City of Palmer has first priority to its facilities and reserves the right to cancel and/or relocate events and meetings as needed.

Any activity in the Community Center (Depot) will be conducted according to applicable laws, rules, regulations and the City of Palmer ordinances. City of Palmer ordinances are available on the City's website at www.cityofpalmer.org or can be obtained by contacting the City Clerk's office; Palmer City Hall, 231 W. Evergreen Avenue, Palmer, AK 99645.



City of Palmer Community Development
645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 745-3709x1 • Fax: 745-5443

Community Center Contents Available for Use 415 Person Capacity

**THE FOLLOWING ITEMS ARE INTENDED FOR USE INSIDE THE DEPOT ONLY
AND NOT TO BE REMOVED FROM THE PREMISES.**

200 Chairs (stacked in the Main Room & Manager's Apt.)

Main Room (Size 83' x 37')

- 20 tables (8' long x 30" wide)
- 5 large 30-gallon garbage cans
- 1 stage (6' x 16')
- Remote controlled projected screen (additional rental and deposit fees)

Manager's Apartment

- 20 tables (5' round)
- Podium (2 parts--Tabletop Lectern w/Media Cart Base)
- American and State of Alaska flags with flag poles

Kitchen

- 1 warming table, plug in to operate (DO NOT add water)
- 4 half size (4" deep) warming pans
- 4 half size (6" deep) warming pans
 - * 4 half size dome lids
 - * 4 half size flat lids
- 4 full size (2" deep) warming pans
- 4 full size (4" deep) warming pans
- 4 full size (6" deep) warming pans
 - * 4 full size dome lids
 - * 4 full size flat lids
- 2 wood block serving tables
- 1 refrigerator

Janitor's Closet

- Cleaning solutions
- Garbage bags
- Paper supplies
- 1 vacuum
- 2 dust mops
- 2 mops
- 2 mop buckets
- 3 kitchen brooms
- 1 shovel & 1 rake

Community Center Cleaning Checklist--RENTER

Name of Renter _____

Date(s) of Event _____

1. Access to the Community Center (Depot) is allowed only from 8:00 a.m. to 12:00 a.m. on the rental date(s) stated on your application. Clean-up must be completed before 12:00 a.m. of your rental day. Events expected to last beyond 12:00 a.m. must schedule and pay an additional rental day.
2. **Please note:** The janitor will use a Cleaning Checklist to inspect the Depot after your event. Copies of this checklist and photos of how to leave tables and chairs stacked are located in the hanging wall file to the left of the doorway leading into the Manager's Apartment.
3. Please **turn this form in with the key (& remote)** in the drop box to the left of the main entryway.

Kitchen

- Lock windows
- Remove garbage to dumpster
- Clean sinks & countertops
- Clean refrigerator/freezer inside & out
- Remove all food/nonfood items
- Clean walls
- Sweep & mop floors
- Clean warming table
- Wash pans & lids

Inventory pans & lids--

- 4 half size warming pans (4" deep)
- 4 half size warming pans (6" deep)
- 4 half size dome lids
- 4 half size flat lids
- 4 full size warming pans (2" deep)
- 4 full size warming pans (4" deep)
- 4 full size warming pans (6" deep)
- 4 full size dome lids
- 4 full size flat lids

Main Room

- Lock windows
- Stack tables(10 per rack) & chairs(5 high)
- Sweep & wet mop floor
- Remove garbage to dumpster

Restrooms (in main hallway)

- Lock windows
- Remove garbage to dumpster
- Clean sinks & countertops
- Wipe down mirrors & faucets
- Clean commodes
- Sweep & wet mop floors

Manager's Apt. Bathroom (if used)

- Remove garbage to dumpster
- Clean sink & countertop
- Wipe down mirror & faucets
- Clean commode
- Sweep & wet mop floor

Entryway

- Vacuum carpet
- Vacuum mats
- Remove garbage to dumpster
- Sweep floor
- Damp mop floor (Water only--NO SOAP)
- Move mats before mopping

Other

- Lock front door**
- Lock back door**
- Lock all windows**
- If moved, return stage to original position

The Depot is a valuable community meeting place. It's important we keep the building and all equipment in good condition. If you notice anything broken or damaged in any way, let us know. Please write any comments on the back of this sheet. Tables and chairs have an inventory number located on the bottom of the unit. Please include this number when noting any issues.

City of Palmer Community Development
645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 745-3709x1 • Fax: 745-5443
www.cityofpalmer.org

- Please mark one category with an (x):
- Category 1 - City sponsored/co-sponsored
 - Category 2 - Non-profit
 - Category 3 - Private
 - Category 4 - Commercial Retail
 - Category 5 - Commercial All Other

Community Center Rental Application

Applicant: _____ Phone: _____

E-mail Address: _____

Contact Person: _____ Phone: _____

E-mail Address: _____

501(c)3 Certificate or I.D. #: _____

State Type of Function In Detail: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

**BUSINESS LICENSES ARE REQUIRED FOR ALL VENDORS OPERATING WITHIN CITY LIMITS.
 CONTACT CITY HALL AT 745-3271 FOR FURTHER INFORMATION.**

Date	Day of Week	Start Hour	End Hour (Please initial)	Number of Guests

List Event on Calendar as: Reserved for Private Use

<i>For Office Use Only</i>					
Rental Fee #01 0000 3473	\$	Remote Rental Fee	\$	Total Rental Fees Paid	\$
Rental Deposit #01 0000 2214	\$	Remote Deposit	\$	Total Deposit Fees Paid	\$
Total Paid					\$
Receipt Number	Payment by: Check # <input style="width: 50px;" type="text"/> Cash <input style="width: 50px;" type="text"/> CC <input style="width: 50px;" type="text"/>				

Approved Not Approved Authorized Signature _____ Date: _____

Rental Refund _____ Acct. #01 0000 3473 Approved _____ Date: _____

Deposit Refund _____ Acct. #01 0000 2214 Approved _____ Date: _____

Community Center Alcohol Questionnaire & Special Regulations

Applicant: _____ Rental date(s): _____

During the rental period, will alcohol be on the Community Center premises? \checkmark	Yes		No	
During the rental period, will alcohol be <u>sold</u> on the Community Center premises? \checkmark	Yes		No	

If alcohol is to be sold on the premises, the renter shall comply with all laws of the State of Alaska, to include without limitation AS 04.11.230. The renter shall hire a person holding a valid caterer's permit for the event. Not less than five (5) days before the rental date, the caterer's insurance agent must deliver to the City a Certificate of Insurance verifying the caterer's Liquor Liability insurance in the minimum amount of \$1,000,000 and General Liability insurance in the minimum amount of \$1,000,000. The City shall be listed as an additional insured for both policies.

If alcohol is to be on the premises, whether sold or not, the renter shall assume all responsibility for and hold harmless, indemnify and defend the City from and against any and all liability, claims or causes of action for any and all bodily injury or property damage arising out of or related to in any way the consumption of alcohol on the premises. The City is not responsible for or liable for monitoring alcohol consumption or sales. In addition, to the extent allowed by law, the renter assumes all responsibility and liability for guests and their actions that may result in harm to themselves, others, or property of the City or of others.

If renter is an organization or group, then the signer, individually, is jointly and severally liable with the organization or group for the renter's obligation to the City.

Applicant Signature: _____ Date: _____

Printed Name: _____ Driver's Lic./State ID #: _____

Rental Agreement

Please sign and date indicating you agree to the rental terms.

I/we understand that by signing this application that I/we hereby agree to the policy and conditions for the use of public facilities as set forth in the policy pertaining to community use of public facilities. I/we hereby agree to indemnify and hold the City, its officers, agents and employees harmless from and against any and all liabilities as well other claims, demands, etc., as stated in the policy.

I acknowledge receipt of this Community Center Rental Packet consisting of: General Information & Rental Fees; Rental Application; Alcohol Questionnaire & Special Regulations and Rental Agreement; Community Center Rules & Instructions; Contents Available for Use form; and the Cleaning Checklist.

I understand it is my responsibility to contact City Hall regarding the need, if any, to obtain a city business license.

Applicant Signature: _____ Date: _____

City of Palmer Community Center (Depot) Rental Policy



City of Palmer Community Development
645 E. Cope Industrial Way
Palmer, AK 99645-6748
www.cityofpalmer.org

Phone: 907-745-3709x1 • Fax: 907-745-5443

Table of Contents

Rooms	3
Applicants	3
Availability	4
Reservation Process	4
Fees	5
Security Deposit/Clean-Up	5
Cancellations/Refunds	6
Normal Operating Hours	6
Decorations	6
Alcohol	7
Parking	7
Signage	7
Smoking	7
General Usage Policies	7
Disqualifying factors for facility rentals	7
Misrepresentation	8
Contents Available for Use	9
Cleaning Checklist--Renter	10
Community Center Rental Application Form.....	12
Alcohol Questionnaire & Special Regulations	13
Rental Agreement	13

Community Center (Depot) General Information and Rental Policies

The Community Center (Depot) is an historic train station that serves as a Community Center in downtown Palmer. Originally built in 1935, the main section of the depot was a warehouse in the 60's it was transformed into a community Center. Today, it can accommodate most community activities with its size and versatility.

Rooms

Main Room - The main room (3,048 sq. ft.) is a flexible meeting space and can accommodate banquets for approximately 200 people and meetings/events of up to 415 people; depending on set up. A stage and other amenities are available.

Kitchen - The kitchen (248 sq. ft.) is a staging/prep type kitchen. There are several large areas for prepping food; however, no stovetop/oven, garbage disposal or dishwashing station are available. Renters will not be permitted to store food, beverages or decorations at the Community Center (Depot) prior to the approved access time on the date(s) rented. The kitchen is only available for those who are providing services to events being held at the Community Center (Depot).

Manager's Apartment - One small conference room (409 sq. ft.) is provided as part of the rental at no additional charge; however, it is governed by the same reservation process, policies and guidelines found in this document.

Entry Area - The entry area is part of rental and can be used as additional space provided the egress pathways are kept clear of free of obstructions.

Tables & Chairs (Other rentals listed on page 8) - Tables and chairs are provided for use in the Depot only. Table sizes include twenty 5' round tables, twenty 8'x30" rectangular tables and 200 chairs.

Applicants

Any residents, businesses, non-profits and civic groups are eligible to rent the facility provided they are within the guidelines of the Community Center (Depot) policies.

Five (5) Categories of Use:

- Category 1 - City Sponsored/Co-sponsored
- Category 2 - Non-profit
- Category 3 - Private
- Category 4 - Commercial All Other
- Category 5 - Commercial Retail

Category 1 - City Sponsored/Co-sponsored includes any events/programs sponsored, co-sponsored or supported by the City of Palmer. Personal functions will not be recognized under this category (i.e.; weddings, retirement parties, birthday parties, etc.). Ongoing reservations DO NOT automatically continue; groups are responsible for resubmitting an application. Reservations are taken as described in the "Rental Booking Policy" section below. Meeting dates/times are not guaranteed from year to year.

Category 2 - Non-profit includes groups that are non-profit and are registered as such in the State of Alaska, have a 501(c)3 certificate or I.D. number (required when submitting the application). Personal and social functions will not be recognized under this category by the City of Palmer (i.e.;

weddings, retirement parties, birthday parties, etc.). Examples: Homeowners Associations, Rotary Club, Chamber of Commerce. Ongoing reservations DO NOT automatically continue; groups are responsible for resubmitting an application. Reservations are taken as described in the "Rental Booking Policy" section. Meeting dates/times are not guaranteed from year to year.

Category 3 - Private is defined as individual(s) and/or group events not open to the public that do not charge any type of fee or admission for the function (birthday parties, social events, anniversary parties, etc.). Reservations are taken as describe in the "Rental Booking Policy" section and full payment is required upon booking.

Category 4 - Commercial All Other is defined as individual(s) or businesses (other than non-profit) using a city facility for profit; conducting events including, but not limited to, business meetings, seminars, training, ticketed performance events, promotions and other than retail sales of goods. Business licenses are required for all vendors operating within city limits (contact City Hall at 745-3271 for further information). Reservations are taken as describe in section "Rental Booking Policy" and full payment is required upon booking.

Category 5 - Commercial Retail is defined as individual(s) or businesses (other than non-profit) using a city facility for profit; retail sales or promotion of goods and/or services including subleasing of space. Business licenses are required for all vendors operating within city limits (contact City Hall at 745-3271 for further information). Reservations are taken as described in the "Rental Booking Policy" section and full payment is required upon booking.

Availability

Reservations - The first step in checking on dates for renting the facility is go to [www.cityofpalmer.org/City Recreational and Rental Facilities](http://www.cityofpalmer.org/City_Recreational_and_Rental_Facilities) and check the depot calendar to see if the date(s) is available or call the Community Development office at 907-745-3709x1. Applications are available on the website or may be picked up at our office located at 645 E. Cope Industrial Way. All requests must include a completed application form and a copy of a driver's license or State I.D. and can be faxed, emailed, mailed or dropped off. We request that all communications/arrangements be made by one person representing your party/event. Applicants must be at least 21 years of age.

Rental Booking Policy

- Category 1 - Priority booking (before all others)
- Category 2 - May book 1 year in advance
- Category 3 - May book 1 year in advance
- Category 4 - May book 1 year in advance
- Category 5 - May book 4 months in advance

The City of Palmer reserves the right to limit the amount of weekend usage.

Reservation Process

Approval for use will be on a first come, first served basis, in accordance with the "Rental Booking Policy" section and based upon availability. Applications will be accepted according to the "Rental Booking Policy" section of this policy. For example: If today's date is May 15, 2018, bookings may occur for Category 1-4 for any day up to May 15, 2019. Booking may occur for a Category 5 any day up to September 15, 2018. Once the application has been received by our office, the applicant will be contacted within 5-7 business days regarding the event approval. If needed, additional information may be requested during this time frame. If the application is approved the event is not confirmed until a written contract has been signed and payment is collected.

Fees

Deposit and rental fees are not required at the time the application is submitted. However, no date(s) is confirmed until a Rental Agreement is signed and the deposit and rental fees have been paid. Any group claiming non-profit status is required to provide verification of their status.

Rental fee includes the use of existing restrooms, water service and electrical utilities. (A telephone line is available by request through MTA.) Common areas located in the Community Center (Depot) are included in the rental fee. All fees apply unless Palmer City Council approves a fee waiver; through a council grant application. The City Manager at his discretion may waive fees for public purposes.

Rental fees are determined as per the adopted fee schedule on the day when the depot is booked. Rental fees may be paid in cash, by check, money order or credit card (Visa or MasterCard).

Security Deposit/Clean-Up

Security deposits must be paid at the time of rental and may be submitted in cash or by check, money order or credit card (Visa or Mastercard).

The applicant is responsible for ensuring the facility is clean and undamaged at the end of the rental. The facility and its contents should be left in the same condition in which the group found them. The renter is responsible for making sure the main room, kitchen, restrooms, entry area, manager's apartment and outside grounds of the facility are clear of trash, food and beverage spills, personal belongings, renter's equipment and decorations by the end of the clean-up period. Garbage must be collected and placed in the dumpster provided.

The applicant is responsible for ensuring that guests are not allowed to enter landscaped areas or damage city property. To protect you and your guests from theft, do not allow the general public to use the restrooms. Forfeiture of deposit or additional fees may be imposed for any of these violations. **These items include, but are not limited to:**

- Stains on walls
- Removal of carpet stains requiring more than standard extraction techniques
- Broken furniture and/or equipment
- Defacement of any part of the interior or exterior of the building
- Damage created by improper use of equipment or non-compliance with facility rules
- Equipment found to be missing as a result of a group using the building
- Any other circumstances which justify a damage fee
- Unauthorized use of the kitchen or other rooms
- Unauthorized extension of hours; this may include additional rental fees

Community Development staff will inspect the premises before and after the rental date. **Upon inspection, if the City determines additional clean-up work is necessary, charges will be deducted from the deposit at a rate of \$75 per hour. The cost for any required repairs will also be deducted from the deposit. If the deposit is not adequate to cover clean-up and damages, the applicant will be billed for time and materials.** The renter is responsible for the replacement/repairs of any part of the building or its contents which become broken, defaced or damaged as a result of the rental. *If necessary, the City of Palmer may take legal action to recover these costs.*

- If the Palmer Community Center (Depot) keys are not returned, a Lost Key Fee of \$106 will be deducted from the deposit.

- There is a two-hour minimum overtime fee for any City of Palmer employee called out after work hours for any problems.
- Lost items will be held at the Police Department for 15 days, and then donated if not claimed.

Cancellations/Refunds

*** CANCELLATION POLICY *** Effective 11/05/2007	
If 45 or more days notice	Full refund rental rate and deposit
If less than 45 days notice	City keeps deposit and one day rental
If rental 3 consecutive days or more	Cancel 60 days in advance -- Full refund
If rental 3 consecutive days or more	Cancel less than 60 days in advance -- City keeps deposit and one day rental.

Normal Operating Hours

The Community Development offices normal business hours are:

Monday through Friday 8:00 a.m. to 5:00 p.m. excluding holidays.

Access to the Community Center (Depot) is allowed from:

8:00 a.m. to 12:00 a.m. only on the rental date(s) stated on the approved application.

All Categories 1-5 must end their events by midnight, including clean-up time. Events expected to last beyond 12:00 a.m. must schedule and pay for an additional rental day.

Contact Palmer Police Department at 745-4811 for after business hours emergencies.

Palmer Depot Usage Policies

Decorations

Please note the following information:

1. **EQUIPMENT PROVIDED AT THE DEPOT IS INTENDED FOR USE INSIDE THE DEPOT ONLY** and not to be removed from the premises. This includes, but is not limited to, the following: tables, chairs, podium, warming pans and lids, flags, serving tables, garbage cans.
2. If the stage is moved for your event, it must be returned to its original position.
3. Please do not remove any acoustical tiles. Do not fasten anything to or through the acoustical tiles on the ceiling or the upper side walls.
4. No hanging items on the sprinkler piping in the building.
5. **Nothing is to be taped to the walls, floors, doors, ceiling, trim or windows.** This applies to ALL categories and individuals. Tape, tacks, nails, screws, staples or other surface adhesives or objects that may damage the walls or other city property are not permitted. Any damage caused will be the responsibility of the renter.
6. Candles must be protected on all sides with a secure and stable base.
7. Birdseed, confetti, sparklers and bubbles are prohibited inside the facility.
8. Animals are prohibited inside the facility unless part of an approved event.
9. If the stage is moved for your event, it must be returned to its original position.

Alcohol

The Community Center Alcohol Questionnaire & Special Regulations form must be completed, signed and approved.

Parking

Parking is permitted in all public parking lots. The outside covered area is for loading and unloading purposes only; there is no parking allowed on the Depot access lane. We encourage events to have vendors and staff park in areas that will allow for the general public and the downtown businesses to access public parking spaces.

Food vendors are not allowed to block pedestrian access to the Depot or park on the sidewalk coming from Alaska Street. Additionally, food vendors must have authorization from the depot renter to operate anywhere within depot property or depot designated parking.

Signage

Signage for your event is allowed only the day of the event. Signs are to be placed in designated spots only. 1 Banner sign allowed on the building, 1 free standing sign on Evergreen Ave and 1 Free standing sign on Valley way by the designated parking lot. Please See Signage Exhibit.



Smoking

No smoking is permitted in any City of Palmer facility.

General Usage Policies

1. The City reserves the right to deem any activity inappropriate for the Community Center (Depot).
2. The City reserves the right to limit the amount of weekend usage.
3. All children age 14 and under must be supervised by an adult throughout the time they are in the facility.

4. No pets are permitted in the Community Center (Depot) with the exception of service animals as defined in Title II and Title III of Americans with Disabilities Act. Service animals shall be wearing the proper identification harness and vest. Owners must have paperwork available at all times especially upon first visit to the facility. Animals may be allowed as part of an approved event and in compliance with city ordinances.
5. The City of Palmer will not be responsible for any property left on the premises by an individual or group using the facility.
6. City of Palmer employees have the authority to enforce all rules and regulations governing the Community Center (Depot). If at any time the renter and/or the renter's guests becomes uncooperative with the city employees, the Palmer Police Department will be contacted to control the situation.
7. Anyone caught in the destruction or damage of property will be personally held accountable for repairs and removed from the Community Center (Depot).
8. Anyone caught using profanity and/or fighting will be removed from the Community Center (Depot).

Disqualifying factors for facility rentals may include, but are not limited to:

- Use is considered contrary to the City's best interest
- Advocacy to overthrow the Federal, State or Local Government
- Misrepresentation of rental information
- Previously caused or allowed damage to City property
- History of hostile or violent behavior
- Past conduct which has resulted in police or fire department response

Misrepresentation

The City of Palmer reserves the right to withhold a portion of or all of the security deposit and shut down an event if it is found that the renter has misrepresented information on any of the rental documents. Misrepresentation is the responsibility of the renter. Examples of misrepresentation include, but are not limited to:

- Failure to disclose the true nature of the activity
- Exceeding the reported number of guests or the capacity of the room/facility
- Failure to report the service of alcohol
- Failure to disclose selling of merchandise, services and/or charging admission fees on the premises
- Gaining monetary benefits directly or indirectly

The contents of this document may be revised without notice. If printed please check the website for any updated version. The renter and all parties involved will be held accountable for any changes to this document. The City of Palmer has first priority to its facilities and reserves the right to cancel and/or relocate events and meetings as needed.

Any activity in the Community Center (Depot) will be conducted according to applicable laws, rules, regulations and the City of Palmer ordinances. City of Palmer ordinances are available on the City's website at www.cityofpalmer.org or can be obtained by contacting the City Clerk's office; Palmer City Hall, 231 W. Evergreen Avenue, Palmer, AK 99645.



City of Palmer Community Development
645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 745-3709x1 • Fax: 745-5443

Community Center Contents Available for Use 415 Person Capacity

**THE FOLLOWING ITEMS ARE INTENDED FOR USE INSIDE THE DEPOT ONLY
AND NOT TO BE REMOVED FROM THE PREMISES.**

200 Chairs (stacked in the Main Room & Manager's Apt.)

Main Room (Size 83' x 37')

- 20 tables (8' long x 30" wide)
- 5 large 30-gallon garbage cans
- 1 stage (6' x 16')
- Remote controlled projected screen (additional rental and deposit fees)

Manager's Apartment

- 20 tables (5' round)
- Podium (2 parts--Tabletop Lectern w/Media Cart Base)
- American and State of Alaska flags with flag poles

Kitchen

- 1 warming table, plug in to operate (DO NOT add water)
- 4 half size (4" deep) warming pans
- 4 half size (6" deep) warming pans
 - * 4 half size dome lids
 - * 4 half size flat lids
- 4 full size (2" deep) warming pans
- 4 full size (4" deep) warming pans
- 4 full size (6" deep) warming pans
 - * 4 full size dome lids
 - * 4 full size flat lids
- 2 wood block serving tables
- 1 refrigerator

Janitor's Closet

- Cleaning solutions
- Garbage bags
- Paper supplies
- 1 vacuum
- 2 dust mops
- 2 mops
- 2 mop buckets
- 3 kitchen brooms
- 1 shovel & 1 rake

Community Center Cleaning Checklist--RENTER

Comments: _____

Community Center Cleaning Checklist--RENTER

Name of Renter _____

Date(s) of Event _____

1. Access to the Community Center (Depot) is allowed only from 8:00 a.m. to 12:00 a.m. on the rental date(s) stated on your application. Clean-up must be completed before 12:00 a.m. of your rental day. Events expected to last beyond 12:00 a.m. must schedule and pay an additional rental day.
2. **Please note:** The janitor will use a Cleaning Checklist to inspect the Depot after your event. Copies of this checklist and photos of how to leave tables and chairs stacked are located in the hanging wall file to the left of the doorway leading into the Manager's Apartment.
3. Please **turn this form in with the key (& remote)** in the drop box to the left of the main entryway.

Kitchen

- Lock windows
- Remove garbage to dumpster
- Clean sinks & countertops
- Clean refrigerator/freezer inside & out
- Remove all food/nonfood items
- Clean walls
- Sweep & mop floors
- Clean warming table
- Wash pans & lids

Inventory pans & lids--

- 4 half size warming pans (4" deep)
- 4 half size warming pans (6" deep)
- 4 half size dome lids
- 4 half size flat lids
- 4 full size warming pans (2" deep)
- 4 full size warming pans (4" deep)
- 4 full size warming pans (6" deep)
- 4 full size dome lids
- 4 full size flat lids

Main Room

- Lock windows
- Stack tables(10 per rack) & chairs(5 high)
- Sweep & wet mop floor
- Remove garbage to dumpster

Restrooms (in main hallway)

- Lock windows
- Remove garbage to dumpster
- Clean sinks & countertops
- Wipe down mirrors & faucets
- Clean commodes
- Sweep & wet mop floors

Manager's Apt. Bathroom (if used)

- Remove garbage to dumpster
- Clean sink & countertop
- Wipe down mirror & faucets
- Clean commode
- Sweep & wet mop floor

Entryway

- Vacuum carpet
- Vacuum mats
- Remove garbage to dumpster
- Sweep floor
- Damp mop floor (Water only--NO SOAP)
- Move mats before mopping

Other

- Lock front door**
- Lock back door**
- Lock all windows**
- If moved, return stage to original position

The Depot is a valuable community meeting place. It's important we keep the building and all equipment in good condition. If you notice anything broken or damaged in any way, let us know. Please write any comments on the back of this sheet. Tables and chairs have an inventory number located on the bottom of the unit. Please include this number when noting any issues.

City of Palmer Community Development
645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 745-3709x1 • Fax: 745-5443
www.cityofpalmer.org

Please mark one category with an (x):
 Category 1 - City sponsored/co-sponsored
 Category 2 - Non-profit
 Category 3 - Private
 Category 4 - Commercial Retail
 Category 5 - Commercial All Other

Community Center Rental Application

Applicant: _____ Phone: _____

E-mail Address: _____

Contact Person: _____ Phone: _____

E-mail Address: _____

501(c)3 Certificate or I.D. #: _____

State Type of Function In Detail: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

**BUSINESS LICENSES ARE REQUIRED FOR ALL VENDORS OPERATING WITHIN CITY LIMITS.
 CONTACT CITY HALL AT 745-3271 FOR FURTHER INFORMATION.**

Date	Day of Week	Start Hour	End Hour (Please initial)	Number of Guests

List Event on Calendar as: Reserved for Private Use

For Office Use Only					
Rental Fee #01 0000 3473	\$	Remote Rental Fee	\$	Total Rental Fees Paid	\$
Rental Deposit #01 0000 2214	\$	Remote Deposit	\$	Total Deposit Fees Paid	\$
Total Paid					\$
Receipt Number	Payment by: Check # <input type="text"/> Cash <input type="text"/> CC <input type="text"/>				

Approved Not Approved Authorized Signature _____ Date: _____

Rental Refund _____ Acct. #01 0000 3473 Approved _____ Date: _____

Deposit Refund _____ Acct. #01 0000 2214 Approved _____ Date: _____

Community Center Alcohol Questionnaire & Special Regulations

Applicant: _____ Rental date(s): _____

During the rental period, will alcohol be on the Community Center premises? \checkmark	Yes		No	
During the rental period, will alcohol be <u>sold</u> on the Community Center premises? \checkmark	Yes		No	

If alcohol is to be sold on the premises, the renter shall comply with all laws of the State of Alaska, to include without limitation AS 04.11.230. The renter shall hire a person holding a valid caterer's permit for the event. Not less than five (5) days before the rental date, the caterer's insurance agent must deliver to the City a Certificate of Insurance verifying the caterer's Liquor Liability insurance in the minimum amount of \$1,000,000 and General Liability insurance in the minimum amount of \$1,000,000. The City shall be listed as an additional insured for both policies.

If alcohol is to be on the premises, whether sold or not, the renter shall assume all responsibility for and hold harmless, indemnify and defend the City from and against any and all liability, claims or causes of action for any and all bodily injury or property damage arising out of or related to in any way the consumption of alcohol on the premises. The City is not responsible for or liable for monitoring alcohol consumption or sales. In addition, to the extent allowed by law, the renter assumes all responsibility and liability for guests and their actions that may result in harm to themselves, others, or property of the City or of others.

If renter is an organization or group, then the signer, individually, is jointly and severally liable with the organization or group for the renter's obligation to the City.

Applicant Signature: _____ Date: _____

Printed Name: _____ Driver's Lic./State ID #: _____

Rental Agreement

Please sign and date indicating you agree to the rental terms.

I/we understand that by signing this application that I/we hereby agree to the policy and conditions for the use of public facilities as set forth in the policy pertaining to community use of public facilities. I/we hereby agree to indemnify and hold the City, its officers, agents and employees harmless from and against any and all liabilities as well other claims, demands, etc., as stated in the policy.

I acknowledge receipt of this Community Center Rental Packet consisting of: General Information & Rental Fees; Rental Application; Alcohol Questionnaire & Special Regulations and Rental Agreement; Community Center Rules & Instructions; Contents Available for Use form; and the Cleaning Checklist.

I understand it is my responsibility to contact City Hall regarding the need, if any, to obtain a city business license.

Applicant Signature: _____ Date: _____



TO: Palmer City Council
FROM: Norma I. Alley, MMC *Norma I. Alley*
SUBJECT: City Clerk's Report for the August 14, 2018, Council Meeting

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

- a. AAC – Cancelled for June
- b. BED
- c. PRCRAB – Cancelled for June
- d. P&ZC – Cancelled for June

2. October 2, 2018, Regular Election Update

Important Election Dates:

- Voter Registration: Last day to register to vote or update your voter registration information is Sunday, September 2. Registration can be done online at <http://www.elections.alaska.gov/>.
- Early Voting: September 17 - October 1
 - MSB: M-F from 8:00 a.m. – 5:00 p.m.
 - DOE:
 - September 17 – September 29
 - M-F from 9:00 a.m. – 7:00 p.m.
 - Sat. from 10:00 a.m. – 3:00 p.m.
 - October 1:
 - 9:00 a.m. – 5:00 p.m.
- Last Day to Request an Absentee Ballot: September 25
- Canvass Board: October 5 at 2:00 p.m. in City Hall Council Chambers
- Certification of Election: October 8 at 6:00 p.m. at City Hall

3. Tentative Upcoming Meetings

Tentative Future Meeting Schedule			
Meeting Date	Meeting Type	Time	Notes
Aug 14	Regular	7 pm	
Aug 28	Regular	7 pm	
Sept 11	Regular	7 pm	
Sept 25	Regular	7 pm	
Oct 8	Special	6 pm	Election Certification
Oct 9	Regular	7 pm	

City of Palmer

Airport Advisory Commission Members

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

Seat	Board Member	Term Expires
A	John Lee	Oct. 2019
B	Kenneth More	Oct. 2019
C	Jeff Helmericks	Oct. 2020
D	Andrew Weaver	Oct. 2018
E	Joyce Momarts	Oct. 2020
F	Shannon Jardine	Oct. 2019
G	Allan Linn	Oct. 2018

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

2018 Attendance Record

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

2017 Attendance Record

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

* Meeting Cancelled
 ** Special Meeting
 ✓ - Present

E - Excused
 U - Unexcused Absence
 V - Vacant

City of Palmer

Board of Economic Development Members

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

Seat	Board Member	Term Expires
A	Barbara Hunt	Oct. 2020
D	Christopher Chappel	Oct. 2018
B	Peter Christopher	Oct. 2019
E	Janet Kincaid	Oct. 2019
C	Lorie Koppenberg	Oct. 2018
F	Kelly Turney	Oct. 2020
G	Dusty Silva	Oct. 2018
CC	Richard Best	Oct. 2018
PZC	Not Yet Appointed	Oct. 2018

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

2018 Attendance Record

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

2017 Attendance Record

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

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

City of Palmer

Parks, Recreation and Cultural Resources Advisory Board Members

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

Seat	Board Member	Term Expires
A	Stephanie Allen	Oct. 2020
B	Jo Ehmann	Oct. 2018
C	Vacant	Oct. 2020
D	Shannon Connelly	Oct. 2019
E	Denise Christopher	Oct. 2020
F	Meggie Aube-Trammell	Oct. 2018
G	Sally Pollen	Oct. 2019

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

2018 Attendance Record

Board Member	Jan	Feb	Feb **	Mar	Apr	May	June *	July	Aug	Sept	Oct	Nov	Dec
Allen	✓	✓	✓	✓	✓	✓		✓					
Aube-Trammell	E	✓	✓	✓	✓	✓		✓					
Christopher						E		E					
Connelly	✓	✓	✓	✓	✓	✓		✓					
Ehmann	✓	✓	✓	U	✓	✓		✓					
Pollen	U	✓	✓	✓	✓	✓		U					

2017 Attendance Record

Board Member	Jan	Feb	Mar	Mar **	Apr	May *	June	July	July **	Aug	Sept	Oct	Nov	Dec *
Allen	E	✓	✓	E	✓		✓	✓	✓	E	E	✓	✓	
Aube-Trammell	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	
Connelly	✓	✓	✓	✓	✓		✓	✓	✓	E	✓	✓	✓	
Ehmann	✓	✓	✓	✓	✓		E	E	E	✓	✓	✓	✓	
Pollen													✓	

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present
 E – Excused Absence
 U – Unexcused Absence
 V – Vacant

S:\CityClerk\Boards and Commissions\PRCRAB\Attendance Reports\Attendance Report PRCRAB 2018-06.docx

City of Palmer

Planning & Zoning Advisory Commission Members

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

Seat	Commission Member	Term Expires
A	Gena Ornquist	Oct. 2020
B	Richard Benedetto	Oct. 2019
C	Andrew Corbin	Oct. 2018
D	Kristy Thom Bernier	Oct. 2019
E	Dan Lucas	Oct. 2020
F	David Petty	Oct. 2018
G	Rhonda Wohlbach	Oct. 2018

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

2018 Attendance Record

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

2017 Attendance Record

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

* Meeting Cancelled
 ** Special Meeting
 ✓ – Present

E – Excused Absence
 U – Unexcused Absence
 V – Vacant

S:\CityClerk\Boards and Commissions\PZC\Attendance Reports\Attendance Report PZC 2018-06.docx

Mayor's Memo

Council Meeting report -August 14, 2018

UP COMING EVENTS

- ❖ **Mayor/Manager meeting - August 16, 2018 - Wasilla**

- ❖ **Agenda Setting Meeting - August 30**

- ❖ **Fair Starts - August 23 - September 3**

- ❖ **Fair Parade - August 25**

CONGRATULATIONS TO THE MAT-SU MINERS

THREE IN A ROW

PENDING ITEMS

- **Flag Pole by Library,**
- **Electric stands on South Alaska,**
- **tennis courts request,**
- **Rotary Daron Park,**
- **4 Way Stop Inner and Outer Springer,**

Edna DeVries Mayor

**City of Palmer
Resolution No. 18-018**

Subject: Appropriating a Grant Offer from the Federal Aviation Administration (FAA) in an Amount up to \$518,625.00 for Taxiway Maintenance and Related Improvements at the Warren "Bud" Woods Palmer Municipal Airport

Agenda of: August 14, 2018

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>08/24/2018</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 518,625.00

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>518,625.00</u>
<input type="checkbox"/>	Creates expenditure in the amount of:	\$ _____
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input type="checkbox"/>	Budgeted	Line item(s): <u>30-00-00-3380 (FAA Taxiway Maintenance Revenue)</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>30-03-10-7129 FAA Grant Expenses; 30-30-10-6230 City Match</u>

Director of Finance Signature: *[Signature]*

Attachment(s):

- Resolution No. 18-018
- AM 18-060
- FAA AIP Grant

Summary Statement/Background:

At the City Council meeting on May 22nd, 2018, the City Council authorized the City Manager to accept and execute a grant from the Federal Aviation Administration for taxiway maintenance and related improvements with AM 18-060. The FAA awarded the grant on July 23, 2018.

This action is to appropriate those funds to be used for the Taxiway Maintenance project in 2018.

The taxiway maintenance project includes the following work:

- Crack repairs
- Crack sealing
- Asphalt Surface Treatment
- Pavement markings

Administration's Recommendation:

Approve Resolution No. 18-018 Appropriating a Grant Offer from the Federal Aviation Administration (FAA) in an Amount up to \$518,625.00 for Taxiway Maintenance and Related Improvements at the Warren "Bud" Woods Palmer Municipal Airport.

LEGISLATIVE HISTORY

Introduced by: City Manager
Public Hearing: August 14, 2018
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 18-018

A Resolution of the Palmer City Council Appropriating a Grant Offer from the Federal Aviation Administration (FAA) in an Amount up to \$518,625.00 for Taxiway Maintenance and Related Improvements at the Warren "Bud" Woods Palmer Municipal Airport

WHEREAS, the City of Palmer, Alaska ("City") is a home rule city and, under Section 11 of Article X of the Alaska Constitution, may exercise all legislative power not prohibited by law or the Charter of the City, and the City has determined that the matter set forth in this resolution is not prohibited by law or the Charter; and

WHEREAS, the City of Palmer maintains and operates the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS, an Airport Layout Plan has been developed by the City and approved by the FAA for the Warren "Bud" Woods Palmer Municipal Airport; and

WHEREAS, the need for taxiway maintenance and related improvements are a priority with the FAA; and

WHEREAS, the City of Palmer approved accepting FAA grant funds of up to \$518,625.00 for the federal portion of the project: and

WHEREAS, the Airport Sponsor Assurances have been reviewed by the City of Palmer.

NOW THEREFORE, BE IT RESOLVED, by the Palmer City Council to appropriate a Grant Offer from the Federal Aviation Administration (FAA) in an Amount up to \$518,625.00 For Taxiway Maintenance and Related Improvements at the Warren "Bud" Woods Palmer Municipal Airport.

Approved by the Palmer City Council this ____ day of _____, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**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 (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 432,810.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 30-03-10-7129 & 30-30-10-6230 Matching Funds
- Not budgeted Anticipated FAA Grant \$518,625.00

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 23rd 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.



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

July 23, 2018

Dear Mr. Wallace:

We are enclosing two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-02-0211-022-2018 at Palmer Buddy Woods Municipal in Palmer, Alaska. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 10, 2018**, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via US mail or commercial courier.
 - Retain one copy of the executed Grant Agreement for your records.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

1. Non-construction project: Due annually at end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Patrick Zettler, (907) 271-5446, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Patrick Zettler
Acting Director, Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I –OFFER

Date of Offer	<u>July 23, 2018</u>
Airport/Planning Area	<u>Palmer Buddy Woods Municipal</u>
AIP Grant Number	<u>3-02-0211-022-2018</u>
DUNS Number	<u>037411071</u>
TO:	<u>City of Palmer</u>
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 4, 2018, for a grant of Federal funds for a project at or associated with the Palmer Buddy Woods Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Palmer Buddy Woods Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Taxiways (Apply Asphalt Sealant and Crack Seal Taxiways A, C, D, E, F, & G)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 93.75 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$518,625**.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum

obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$518,625 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 10, 2018**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
- 12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.
- The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.
- The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.
- An informal letter amendment has the same force and effect as a formal grant amendment.
- 14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- 15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

19. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

20. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

21. Exhibit "A" Property Map. The Exhibit “A” Property Map dated **22 August 2016** is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 23. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;

- c. Type of pavement; and,
- d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

- a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

- a. Inspection date;
- b. Location;
- c. Distress types; and
- d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

24. Maintenance Project Life. The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Patrick Zettler

(Typed Name)

Acting Director, Airports Division

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Palmer

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

Nathan Wallace

(Typed Name of Sponsor's Authorized Official)

Title:

City Manager, City of Palmer

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}

- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes

thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply

any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or

other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

- a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property,

structures, use, or improvements thereon or interest therein to a sponsor.

- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
 - f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
 - b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in

an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:

http://www.faa.gov/airports/resources/advisory_circulars and

http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVIS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 2/20/2018

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

**City of Palmer
Action Memorandum No. 18-071**

Subject: Approving a Council Community Grant in the Amount of \$4,000.00 to the Hatcher Pass Avalanche Center to Provide Educational Information to the Public

Agenda of: August 14, 2018

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

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>[Signature]</i></u>	<u>07/13/18</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 4000.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>4000.00</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>01-02-10-6068 (3,500)</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>01-02-10-6068 (500)</u>

Director of Finance Signature: *[Signature]*

Attachment(s):

- 2018 Council Grant Application
- 2018 Scoresheet

Summary Statement/Background:

The Hatcher Pass Avalanche Center (HPAC) is a separate and distinct part of the Alaska Avalanche Information Network (AAIC). It is staffed by volunteers. It is held financially accountable through the AAIC 501(c)3.

The HPAC provides weekly snow advisories for the East Side of Hatcher Pass as well as educational opportunities for the residents of Palmer and the MatSu beginning in October thru April. This funding will be used to support those activities. This grant would allow HPAC to provide an additional weekly report throughout the season.

HPAC is not located in Palmer or within 1 mile, the services from this organization are received within those parameters, as well as educational opportunities occurring within Palmer throughout the year (Palmer HS, Depot, Backcountry Bike and Ski).

HPAC received \$2,000 in grant funding from Palmer in 2017.

In February 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant program. The Council also approved \$10,000.00 in the Community Council Grants line item for 2018 that would finance approved Council grants.

Legislation #	Organization	Amount	Date Approved
AM No. 18-021	Who Let The Girls Out	\$1500	02/13/18
AM No. 18-028	Mayor's Green Day Gallup	\$1000	2/27/18
AM No. 18-029	Who Let the Girls Out Run	\$1000	2/27/18
AM No. 18-038	PMHA Garden and Art Faire	\$2000	3/13/18
AM No. 18-047	Valleywide Community Pinewood Derby	\$500	4/10/18
AM No. 18-053	American Legion Salute to Service	\$500	4/24/18
Total 2018 Grants approved prior:		\$6,500.00	

Administration's Recommendation:

To approve Action Memorandum No. 18-071 Council Community Grant in an amount the Council deems appropriate with remaining funds to the Hatcher Pass Avalanche Center to provide educational information to the public.



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

Council Community Grant Application

Program, service, project or event title: Hatcher Pass Avalanche Center
Date(s) of program, service, project or event: Fiscal Year: June 30, 2018 - June 30, 2019

Applicant Information

Name: Debra McGhan, Executive Director of Alaska Avalanche Information Center
Address: 7632 W Parks Hwy #623
City: Wasilla State: AK Zip: 99623
Phone: 907-982-0332 Email: dmcghan@alaskasnow.org

Organization Information

Name of organization/group: Hatcher Pass Avalanche Center, part of AAIC
Type of organization: Non-profit Volunteer community group Other

Funding Request

Amount of Request: \$ 4,000
Matching funds provided by applicant: \$ 10,000

Project Summary Information

In the space below, provide a concise, on paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.
Hatcher Pass Avalanche Center, part of the Alaska Avalanche Information Ctr network,
provides life-saving services to Palmer residents and visitors who recreate and travel
at Hatcher Pass in the winter. HPAC produces avalanche bulletins and advisories on a
weekly basis during the winter season through the work of highly trained forecasters
and volunteers. This information is shared with the public via the AlaskaSnow.org
website, weekly radio reports, and social media. HPAC also provides free avalanche
training for all ages. This project will double the available information on snow conditions
in Hatcher Pass by adding a second weekly advisory effectively increasing public safety.

Project Scope of Work

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

Hatcher Pass Avalanche Center currently provides weekly snow advisories for the East side of the Pass beginning mid-October and ending in April each year or as conditions warrant. This project will add one additional skilled observation per week which includes a summary of snowpack and avalanche information. This will double the avalanche information available to the public each week improving public safety. This work will be performed by skilled, highly trained forecasters or observers starting in mid-November and ending in mid-April or as conditions warrant. The City of Palmer will be recognized for supporting this effort with a thank you logo on our website and in press releases.

Eligibility

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

Since 2010 HPAC has benefited Palmer by providing information for safe travel in our local mountains. As Palmer is the gateway to winter recreation at Hatcher Pass the AlaskaSnow.org HPAC website, weekly radio reports, and social media updates attract recreation users who seek local services. HPAC holds an annual fundraiser, provides avalanche education, works with local businesses and organizes volunteer snowpack observations for Palmer. HPAC forecasters and observers are snow science practioners with industry experience in the US and Canada. HPAC is guided by an advisory board and held fiscally accountable through the non-profit AAIC 501(c)3.

Matching Funding Source

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

Matching Funding: Friends of Chugach National Avalanche Information Center - \$2000;
Volunteer In-Kind for 2017/18 season - \$41,010; 2018 Fundraiser - \$11,000;
Donations 7/1/17 to 5/8/2018 - \$4,500.

Alternate Funding Explored:

-Fishhook Community Council (Revenue Sharing Funds) - \$5000 (passed first stage)
-Mat Su Heath Foundation and ConocoPhillips Alaska

Community Benefit

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

Winter visitors to HP purchase necessary items from Palmer businesses, e.g. fuel, food, sporting goods, and lodging. Adding an additional observation and summary each week will increase public avalanche awareness enabling safer recreational travel for all users. Demand for HP snowpack information is evidenced by growing Facebook reach exceeding 1,925 users per post, the HP Marmot weather station is one of the most visited pages on the CNFAIC.org website, growing participation in the Mat Su annual training workshop with over 100 on 1/14/18, demand for free awareness classes (50+ attendees from HP Snow riders club and 10+ with MAT SAR K9), plus large fundraiser turnouts shows the benefit.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Alaska Mining & Diving	\$	\$ 14,000	\$ 14,000
Donations	\$ 4,500	\$	\$ 4,500
Annual Fundraiser	\$ 11,000	\$	\$ 11,000
	\$	\$	\$
	\$	\$	\$
Totals	\$ 15,500	\$ 14,000	\$ 29,500

Expenditures:

Item/Service:	Cash	In-Kind	Total
Pro. Observer Labor	\$ 4,000	\$ 10,000	\$ 14,000
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 4,000	\$ 10,000	\$ 14,000

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

Applicant signature: Debra McPherson
Date: July 10, 2018

For Office Use Only

Date received by Manager's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council: Approved Denied

Date Manager's Office notified applicant of request outcome: _____

**City of Palmer – Council Community Grant 2017
Hatcher Pass Avalanche Center – Post Event Report
April 28, 2017**

Grant application criteria: *Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.*

Hatcher Pass Avalanche Center has the following mission statement: “...to provide avalanche information and advisories to assist and educate the general public in avoiding avalanches.” HPAC completed its 2016/2017 season on April 15 and provides the following measures of benefit to the community and businesses of Palmer:

Weekly Avalanche Forecasts

- 18 forecasts were made December 17 – April 15, 2107. The season started late due to a delayed snowpack. Forecasts have started as early as October in previous years. As the forecasting program expands and becomes more sustainable, HPAC hopes to move to multiple forecasts per week.

Professional and Volunteer Observations

- In addition to weekly forecasts, HPAC hosts an observation platform at its website with detailed information about the snowpack at various specific locations at Hatcher Pass. During the 2016/2017 seasons, 27 professional observations and an additional 38 volunteer observations from members of the community were made.

Hatcher Pass Snow Stake and Webcam

- The snow stake measuring snow depth at the Hatcher Pass Lodge and the webcam showing a view of the stake and valley below was again maintained by the HPAC advisory board.

Educational Presentations and Workshops

- Attendees at annual evening avalanche awareness presentations:
 - Palmer High School (2/17/16) – 60 attendees
 - Backcountry Bike & Ski (2/25/17) – 6 attendees (poor choice of date)
- Attendees at annual Saturday avalanche workshop at Hatcher Pass
 - Saturday (2/13/16) – 75 attendees
 - Saturday (1/14/17) -50 attendees despite snowstorm and unplowed road

HPAC Website (administered by Alaska Avalanche Information Center, AAIC)

- AAIC contracted with Justin Matley of AKSyS and launched a new website on November 1, 2016.

- Between November 1, 2016, and April 24, 2017, Pageviews of the HPAC Forecast and Observations pages totaled 23,810 for an average of 4105/month with peak month of February that reflected increased snow conditions.
- It is estimated that these Pageviews are represented by 8000-10,000 Unique Visitors for an average of 1379 – 1724 per month.

Social Media – Facebook

- HPAC advisory board launched a Facebook site, “Hatcher Pass Avalanche Center”, in order to reach more of the public. The average Reach per month of the FB site was 600 with an Engagment of 50.
- Certain high interest items such as a video of Jed Workman, HPAC forecaster, analyzing snowpack structure in February had a Reach of 27,000 and an Engagment of 3000 including 500 shares.
- High interest items were human-triggered avalanches or large natural avalanches and the actual forecast advisory.

Summary

Hatcher Pass Avalanche Center published 27 weekly advisories to their website, *hpavalanche.org* over a 5.8 month season in 2016/2017. Professional and volunteer observations of the snowpack published totaled 27 and 38, respectively. Measures of website visitation show significant viewing by the public especially during times of high avalanche danger. Our new Facebook site features high interest items related to avalanche safety and points people to the website for further information.

HPAC continued their educational programs this past season with an evening awareness class held at a local Palmer business and a half-day hands-on workshop at Hatcher Pass. This is the second year to hold these activities and we see this component of the program expanding using Palmer as a base for evening workshops.

Our annual fundraiser held this year at the Palmer Depot was well-attended and allowed HPAC to raise over \$5000.

In short, we find the extended Palmer community supports the Hatcher Pass Avalanche Center and that Palmer is a convenient base for certain HPAC operations. HPAC provides a quality of life benefit to Palmer residents and others who travel through Palmer to enjoy winter recreation at Hatcher Pass in a safe and healthy manner. Many of these visitors begin and end their day in Palmer purchasing local services. Finally, we have placed the seal of the City of Palmer at the HPAC website and invite the City to provide a link at their site to HPAC.

Ralph Baldwin, HPAC – Advisory Board

Project Name: Hatcher Pass Avalanche Center

Reviewer Name: Nathan Wallace

Date: 7/12/2018

Qualification Pre-Check

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

X Event must be accessible to all members of the community.

Event must take place within Palmer city limits or within one mile of city limits.

Event has received funding from the City in the past. List the years funding was received: \$2,000-2017

If event was supported by a City grant in the past, the post event report from the previous event is complete.

	Application Elements	Expectations	Points Earned	
	10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits and the reader/evaluator easily understands the benefits to the community and residents of the City.	The application states the benefits, however it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the City.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the City.	10
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	10
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or has to use reason to understand the overall budget for the project.	The application does not include a project budget or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	3
Benefit	The application clearly states how the community will benefit as a result of the event.	The application states the degree of benefits; however, it is not clear and the reviewer/evaluator must assume or use reason to determine the how the community will benefit as a result of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefits as a result of this grant.	10
Reporting	The application clearly states how and when the City will receive a post event report on this project.	The application attempts to address how a post event report will be given to the City; however it is unclear and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the City or the reviewer/evaluator cannot determine how the report will be presented.	3
			Total:	46/60