

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
September 11, 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. 18-006**: Amending Palmer Municipal Code Title 17 by Repealing Chapter 17.88 and Section 17.08.038 Bed and Breakfast and Enacting Chapter 17.89 Short Term Rentals..... Page 3
2. Approval of Minutes of Previous Meetings
 - a. August 14, 2018, Regular Meeting Page 17

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation to Meghan DeLand Recognizing September as Global Pulmonary Fibrosis Awareness Month Page 21
2. Presentation from the American Society of Civil Engineers Recognizing the City of Palmer Airport Runway Improvement Project

F. REPORTS

1. City Manager's Report Page 23
2. City Clerk's Report Page 27
3. Mayor's Report Page 33
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARING

1. **Resolution No. 18-020**: Appropriating \$61,000.00 for Public Safety Building Repair and Related Improvements and Authorizing the City Manager to Negotiate and Execute a Contract with Goertz Construction, Inc. for the Repair and Improvements to the Public Safety Building in an Amount Not to Exceed \$150,000.00..... Page 35
2. **Resolution No. 18-021**: Authorizing the City Manager to Accept and Execute a Grant in the Amount of \$487,200.00 from the Federal Aviation Administration for Airport Snow Removal Equipment Purchase, Appropriating \$503,700.00 for Airport Snow Removal Equipment, and Authorizing the City Manager to Execute Two Contracts for the Purchase of Snow Removal Equipment for Airport Operations with NC Machine in the Amount of \$266,920.83 and Bob's Services in the Amount of \$247,784.25..... Page 41

I. ACTION MEMORANDA

J. RECORD OF ITEMS PLACED ON THE TABLE

K. AUDIENCE PARTICIPATION

L. COUNCIL MEMBER COMMENTS

M. ADJOURNMENT

Tentative 2018 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
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. 18-006**

Subject: Amending Palmer Municipal Code Title 17 by Repealing Chapter 17.88 and Section 17.08.038 Bed and Breakfast and Enacting Chapter 17.89 Short Term Rentals


Agenda of: September 11, 2018 - Introduction

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


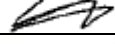

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		08/23/2018
_____	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. 18-006
- Planning and Zoning Minutes of August 16, 2018 (draft copy)

Summary Statement:

The text amendment will repeal PMC Chapter 17.88, Bed and Breakfast in its entirety and enact PMC Chapter 17.89 Short Term Rentals and delete PMC 17.08.038 Bed and breakfast in Definitions.

Background:

Staff has received several inquiries from city residents asking if short term rentals are a permitted use in Palmer. Of those residents who inquired, the concept of a short-term rental varied from renting a house to renting a couch or bedroom for one or several nights. Researching other communities, short-term rentals are considered to include the rental of a bedroom, house, or couch for less than 30 consecutive days with or without the owner being present and with or without providing meals. After a review of PMC 17.88 Bed and Breakfast, staff found our current code to be inadequate in addressing the housing demands of short-term rentals within the community.

The Palmer Comprehensive Plan in Chapter 6 Goal 2 addresses the importance of maintaining high quality residential neighborhoods and promoting a diverse range of quality housing. Chapter 6, Goal 6, Objectives A & B of the Plan support efforts to promote new and improved accommodations in downtown to encourage more visitor spending and make downtown “the place to be”. Chapter 7, Goal 4 of the Plan speaks to strengthening Palmer as a tourism destination and stopping point for travel through the southern Matanuska-Susitna area.

The discussion of short-term rentals was introduced and discussed at the Board of Economic Development at the June, July and August meetings. Short-term rentals were also introduced at the July 19th Planning and Zoning meeting. The Planning and Zoning Commission (Commission) discussed the benefits and concerns, impacts on neighborhoods and ways to ensure short-term rentals have a positive economic impact on the community. In comparison, the Commission also reviewed PMC 17.88 Bed and Breakfast and discussed its relevance to short-term rentals.

As directed by the Commission, staff prepared draft language for an ordinance to incorporate bed and breakfast establishments into a comprehensive short-term rental chapter. Comments from the BED were considered in the formulation of PMC 17.89, Short Term Rentals. At the August 16, 2018 Planning and Zoning meeting, the Commission voted with four in favor and one opposed to move forward to City Council a recommendation for adoption of the proposed draft Ordinance repealing PMC 17.88 Bed and Breakfast in its entirety and enacting PMC 17.89 Short Term Rentals.

In addition to more robust definitions a table outlining where the various types of short term rentals would be allowed can be found in section 17.89.070(F). Type 1 additionally has a lot size requirement of 20,000 square feet before being considered for a conditional use which can be found in section 17.89.080(D).

Administration's Recommendation:

Adopt Ordinance No. 18-006 Amending Palmer Municipal Code Title 17 by Repealing Chapter 17.88 and Section 17.08.038 Bed and Breakfast and Enacting Chapter 17.89 Short Term Rentals.

LEGISLATIVE HISTORY

Introduced by: City Manager
Date: September 11, 2018
Public Hearing:
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 18-006

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Title 17 by Repealing Chapter 17.88 and Section 17.08.038 Bed and Breakfast and Enacting Chapter 17.89 Short Term Rentals

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

WHEREAS, the commission has reviewed and determined Palmer Municipal Code Chapter 17.88 Bed and Breakfast insufficient to adequately address the current residential housing demands of the community for short term rentals; and

WHEREAS, the commission has reviewed and discussed short term rental language from other similar communities and has drafted code language to help meet the increasing short term rental demands of the 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 17.08.038 is hereby repealed (deleted language is stricken):

~~17.08.038 Bed and breakfast.~~

~~“Bed and breakfast” means an owner-occupied residential dwelling with up to three guest rooms which provides overnight accommodations and breakfast to registered transient guests.~~

Section 4. Chapter 17.88 Bed and Breakfast is hereby repealed (deleted language is stricken):

**~~Chapter 17.88
BED AND BREAKFAST~~**

Sections:

~~17.88.010 Intent.~~

~~17.88.020 Application and approval.~~

~~17.88.030 General provisions.~~

~~17.88.080 Transfer of property.~~

~~17.88.010 Intent.~~

~~This chapter sets out the criteria under which a bed and breakfast may be incorporated into certain zoning districts. Bed and breakfasts help preserve existing housing stock and neighborhood character while providing efficient use of larger homes and providing flexibility to respond to changing household sizes and needs. The provisions set forth in the chapter help ensure the preservation of the character, integrity and property values of the surrounding areas within which these facilities are located and maintained. (Ord. 07-033 § 4, 2007)~~

~~17.88.020 Application and approval.~~

~~A. An application for a bed and breakfast permit shall be initiated by the owner on a form prescribed by the zoning administrator. For the purposes of this chapter, the owner shall mean any person named on the deed, a contract purchaser, or the beneficiary of a trust named on the deed.~~

~~B. The permit shall be accompanied by the notarized affidavit affirming that at least one owner occupies the dwelling being used as the bed and breakfast and that the bed and breakfast will conform to the requirements of the permit and the requirements of this chapter.~~

~~C. A nonrefundable fee of \$50.00 shall accompany the application.~~

~~D. The zoning administrator shall review the application for code compliance within 30 calendar days.~~

~~E. The zoning administrator shall notify the applicant in writing of approval or denial. Approved applications shall be issued a bed and breakfast permit.~~

~~17.88.030 General provisions.~~

~~The following provisions apply to the operation of bed and breakfast:~~

~~A. The bed and breakfast use shall be an accessory use to the principal use of the dwelling.~~

~~B. A residential dwelling incorporating a bed and breakfast as an accessory use shall be a minimum of 2,000 square feet.~~

~~C. The length of a stay within a bed and breakfast shall be a maximum of 21 days per calendar year, and documentation verifying the length of stay of each guest, such as a registration ledger or receipts, shall be made available to the city upon request.~~

~~D. No food preparation or cooking for guests shall be conducted within any bedroom made available for rent.~~

~~E. All guest rooms shall be contained within the principal dwelling on the lot.~~

~~F. One additional parking space for each bedroom rented shall be provided, in addition to the parking requirements required in Chapter 17.64 PMC, Parking and Loading.~~

~~G. The exterior of the building shall not reflect the operation of a bed and breakfast there, except that one sign, not to exceed four square feet in area, is permitted.~~

~~H. A bed and breakfast may be developed in either an existing or a new dwelling unit.~~

~~I. A bed and breakfast shall not be permitted on any lot with an accessory dwelling unit or child care center. Other home occupations shall be allowed, subject to existing regulations.~~

~~J. Bed and breakfasts shall conform to all applicable codes, laws, and regulations.~~

~~K. For purposes of securing financing, a potential owner may request and receive a letter of pre-approval from the city indicating property is eligible for a bed and breakfast permit if the potential owner completes the application process and construction in accordance with this section.~~

~~17.88.080 Transfer of property.~~

~~A bed and breakfast permit is not transferable to any other property or person. When a property with a bed and breakfast is sold or otherwise transferred, the new owner must apply for a permit as set forth in PMC 17.88.020 within 60 days from the date of transfer.~~

Section 5. Chapter 17.89 Short Term Rentals is hereby enacted to read as follows (new language is underlined):

Chapter 17.89
SHORT TERM RENTALS

Sections:

17.89.010 Purpose and intent.

17.89.020 Definitions.

17.89.030 Short term rental classifications.

17.89.040 Application and approval.

17.89.050 Annual review.

17.89.060 General provisions.

17.89.070 Standards.

17.89.080 Standards for a conditional use permit.

17.89.090 Signs.

17.89.100 Violations; enforcement.

17.89.110 Appeals – Generally.

17.89.120 Appeal notice and hearing before commission.

17.89.130 Written statements.

17.89.010 Purpose and intent.

The purpose of this article is to provide for the regulation of short-term rentals in certain zoning districts within the city in order to preserve neighborhood character while encouraging economic activity and diversity, and to promote public health, safety, and welfare.

17.89.020 Definitions.

“Bed and breakfast” means a private residential property providing up to 15 guest rooms for accommodation of travelers with breakfast in a common eating area.

"Hosting platform" means a person or entity that provides a means through which an owner may advertise and offer for rent a short-term rental to the general public.

"Owner" means any person named on the deed, a contract purchaser, or the beneficiary of a trust named on the deed.

"Owner occupied" means owner must reside on the property and be present at the property for the duration of any short-term rental.

"Operation of" or "operating" means the short-term rental has been rented by or on behalf of the owner to the general public for compensation for transient occupancy. "Operation of" or "operating" a short-term rental does not include mere advertisement of or offering to rent short-term rental(s).

"Responsible person" means the person responsible for addressing all maintenance, nuisance, and safety concerns related to a short-term rental.

"Short term rental" means a residential dwelling unit(s) that is rented out for compensation on a temporary basis for a period of less than 30 consecutive days.

17.89.030 Short term rental classifications.

Short terms rentals are classified as:

Type-1: A short term rental of one or more bedrooms in an owner-occupied dwelling while the owner is occupying the same dwelling unit for the entire rental period.

Type-2: A short term rental shall mean a single family or duplex residential property where short term lodging is provided to only one group at a time per dwelling unit. The owner may not reside on the property or is not present at the property for the duration of any short-term rental.

Type-3: A short term rental that is not owner-occupied and shall mean a multi-family residential property where short term lodging is provided to only one group at a time per dwelling unit. The owner does not reside on the property or is not present at the property for the duration of any short-term rental.

Type-4: A bed and breakfast homestay establishment means an owner-occupied residential property where short term lodging is provided that contains no more than five guest rooms and where breakfast service may be provided to overnight guests only. The owner must reside on the property and be present at the property for the duration of any short-term rental. The property may be rented out to multiple short-term lodging groups at a time.

Type-5: A bed and breakfast inn means a resident managed residential property where short-term lodging is provided that contains no more than 15 guest rooms and where breakfast service may be provided to overnight guests only. The resident manager must reside on the property and be present at the property for the duration of any short-term rental. The property may be rented out to multiple short-term lodging groups at a time.

17.89.040 Application and approval.

A. An application for a short-term rental permit shall be initiated by the owner on a form prescribed by the zoning administrator. For the purposes of this chapter, the owner shall mean

any person named on the deed, a contract purchaser, or the beneficiary of a trust named on the deed and is valid for a period of one year.

B. All applications for a permit shall be accompanied by a payment of the fee(s) according to the current, adopted budget.

C. The zoning administrator shall review the application for code compliance within 30 calendar days.

D. Short-term rentals shall conform to all applicable codes, laws, and regulations.

E. A site plan with a description of the short-term rental, including street address, number of bedrooms, and number of off-street parking spaces available for guests' use.

F. The zoning administrator shall notify the applicant in writing of approval or denial. Approved applications shall be issued a short-term rental permit.

17.89.050 Annual renewal.

Application for renewal of a short-term permit and payment of the renewal fee shall be made before February 1 of the applicable year.

17.89.060 General provisions.

The following provisions apply to the operation of short-term rentals:

A. It is unlawful for any person to operate within the city a short-term rental without having been approved by the Department of Community Development. A separate registration shall be required for each short-term rental.

B. Short-term rentals shall conform to all applicable codes, laws, and regulations.

C. A short-term rental shall not be permitted on any lot with an accessory dwelling unit or child care center. Other home occupations shall be allowed, subject to existing regulations.

D. A short-term rental permit is not transferable to any other property or person. When a property with a short-term rental is sold or otherwise transferred, the new owner must apply for a permit as set forth in PMC 17.89.040 within 60 days from the date of transfer.

E. Additional notice requirements. For registrations and registration renewals of Type-1, Type-2 or Type-4 short term rentals as defined in PMC 17.89.030 in R-1 and R-2 residential zoning districts, the applicant must give notice on a form provided by the city to each residence adjacent, including those residences adjacent across a public right-of-way and properties connected to the applicant's property by property corners. The notice must include a description of the proposed use and the name, address, telephone number and email address (if any) of the responsible person.

17.89.070 Standards

A. One additional parking space for each bedroom or dwelling unit rented shall be provided, in addition to the parking requirements required in PMC 17.64, Parking and Loading. No on-street parking shall be allowed for short term rental facility guests.

B. The exterior of the building shall not reflect the operation of a short-term rental there, except that one sign, not to exceed four square feet in area, is permitted in all residential districts.

C. The length of a stay within a short-term rental shall be for a period of less than 30 days per calendar year, and documentation verifying the length of stay of each guest, such as a registration ledger or receipts, shall be made available to the city upon request.

D. The responsible person shall be available at all times the property is being rented. A sign must be posted conspicuously in the common area of each unit and shall contain all of the following information:

1. The name and contact information of the owner and/or responsible person; and
2. The license number of the short-term rental facility; and
3. The occupancy limits and requirements set forth in the license.

E. The owner of the short-term rental must ensure that use of the short-term rental by guests is in compliance with the noise provisions of PMC 8.36.

F. The operation of a short-term rental is permitted as indicated in the following districts:

	<u>Type I</u>	<u>Type II</u>	<u>Type III</u>	<u>Type IV (Bed and Breakfast Homestay)</u>	<u>Type V (Bed and Breakfast Inn)</u>
<u>R-1</u>	<u>CUP</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>R-1E</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>	<u>CUP</u>
<u>R-2</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>	<u>CUP</u>
<u>R-3</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>CUP</u>
<u>R-4</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>Agri</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>C-L</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
<u>C-G</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

G. The licensee shall comply with the quiet hours established in PMC 8.36.025.

H. The licensee will comply with all building, electrical and other city codes and ordinances.

I. Functions such as meetings, receptions, weddings and other social events provided for compensation or held by guests are not permitted as part of the short-term rental use unless such residential property is located in an agriculture district or commercial zoning districts.

J. The license number and occupancy limit shall be included in all marketing materials, advertisements, and online listings for the short-term rental.

K. A residential dwelling incorporating a Type-4 as an accessory use shall be a minimum of 2,000 square feet.

17.89.080 Standards for a conditional use permit.

In addition to the requirements of PMC 17.72.050 the following standards shall be met for a conditional use permit, if required:

A. The use shall not unreasonably interfere with or cause undue annoyance to residential uses by reason of visual appearance, bright or flashing lights, odor, noise, dust, traffic, or other negative effects.

B. Sufficient access is provided.

C. Conditions may be imposed by the commission with respect to location, screening, fencing, buffering, hours of operation, traffic, landscaping, setbacks or otherwise if reasonably necessary to satisfy these standards.

D. A Type-1 short-term rental must be on a minimum lot size of 20,000 square feet.

17.89.090 Signs.

In agriculture and commercial districts, signs for a short-term rental shall meet PMC 14.08.080.

17.89.100 Violations; enforcement.

A. Registration suspension or revocation. The zoning administrator may suspend or revoke a short-term rental permit when the licensee commits one or more of the following acts or omissions:

1. Failure to comply with any provision of this title.

2. Operating or allowing the operation of the short-term rental in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health, safety, welfare or morals, or interfere with the rights of abutting property owners.

3. The securing of the registration by fraud or misrepresentation, to specifically include false or incorrect information on the registration application.

B. Procedure. Should the zoning administrator decide to suspend or revoke a registration, the licensee will be given notice and an opportunity to respond following the procedures in this subsection, except that should the zoning administrator determine the short term rental or its operation present a safety hazard or require immediate remedy, the zoning administrator may order operation of the short term rental to cease immediately.

1. The licensee will be notified in writing by the zoning administrator at least seven days prior to the action contemplated and the reasons therefore.

2. Upon receipt of the notice, the licensee may request a meeting with the zoning administrator. Such request must be in writing and must be received by the zoning administrator within seven days of the licensee's receipt of the notice. Failure on the part of the licensee to request in writing a meeting and within the specified time period shall be a waiver of the licensee's right to a meeting.

3. If a meeting is requested by the licensee, the zoning administrator will set a time, date and place and will so notify the licensee, in writing.

4. When a meeting is conducted, the city will present the evidence supporting the contemplated action. The zoning administrator may request evidence be presented by other parties. The licensee may present evidence. The zoning administrator will take all

evidence admitted under advisement and once a decision has been made the zoning administrator will notify the licensee of the findings and decision in writing.

C. Appeal. Any person aggrieved by a decision of the zoning administrator will have the right to appeal to the commission by following the procedures.

17.89.110 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 zoning administrator are heard by the commission. The commission's action may be appealed pursuant to PMC Chapter 17.98 by any party, including a city official.

C. Time Limitation. An appeal of a decision of the zoning administrator or of the commission must be filed within 20 calendar days of the action or determination being appealed. The right of appeal is forfeited unless a written appeal is delivered to the clerk within 20 calendar days of the zoning administrator's or commission's action or determination. 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 this time limit shall become final.

D. Applications. The appeal application for each appeal shall be filed with the clerk, on a form prescribed by the city clerk and contain at least the following information:

1. The name and address of the appellant and that of the appellant's representative, if appellant is represented; and
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. Fees. All applications for appeals shall be accompanied by a payment of a non-refundable fee according to the current, adopted budget.

17.89.120 Appeal notice and hearing before commission.

A. Upon receipt of a valid application appealing an action or determination of the zoning administrator, the 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. Written statements are to be submitted to the clerk as follows:

1. 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.
2. 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.

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

1. The zoning administrator shall summarize the issues and state his/her decision.

2. The applicant shall present his/her evidence, including witnesses and documents.

3. The zoning administrator shall present his/her evidence, including witnesses and documents.

4. The licensee may close his/her presentation.

5. The zoning administrator may close his/her presentation.

D. 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.

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

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

G. 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.

H. 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.

Section 6. Effective Date. Ordinance No. 18-006 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

- Reported on the increase of homelessness and related issues;
- Discussed the department's outreach and feedback of Palmer businesses and residents.
- Responded to Commission member questions and further discussion ensued concerning patrols during the Fair, speeding on Felton, vehicle theft and dealing with the significant homeless crisis including mental health issues and drug addiction.

G. PUBLIC HEARINGS:
There were no public hearings.

H. UNFINISHED BUSINESS:
There was no Unfinished Business.

I. NEW BUSINESS:

-  1. **IM 18-010:** Consideration of text amendment to repeal Palmer Municipal Code Chapter 17.88, Bed and Breakfast, in its entirety and review of draft ordinance to enact Chapter 17.89 Short Term Rentals.

Director Hanson gave a staff report as to status from previous meetings on this topic. See packet pp 17-28 for pertinent information and consideration. Staff recommendation is for the Commission to review the draft Ordinance and if approved move it forward to City Council with a recommendation for adoption.

Main Motion: To enter Committee of the Whole for open and ease of discussion on repealing PMC 17.88 B&Bs and enacting PMC 17.89 STRs.

Moved by:	Petty
Seconded by:	Benedetto
Action:	Motion Carried Unanimously by all members present.
In favor:	Corbin, Wohlbach, Benedetto, Petty, Lucas
Opposed:	None
Absent:	Thom-Bernier, Ornquist

[The Commission entered Committee of the Whole at 7:26 p.m.; exited at 7:51 p.m.]

Committee of the Whole STR discussion and review of the proposed Ordinance concentrated on:

- 17.89.060 General provisions, paragraph E regarding Additional notice requirements;
- 17.89.070 Standards, paragraph B, exterior signs;
- 17.89.070 Standards, paragraph K, residential dwelling Type 4 or Type 5 minimum square feet;
- 17.89.030 Short term rental classifications/definitions for Type 1 (owner occupied), Type 2 (single-family or duplex/may or may not be owner-occupied), Type 3 (larger multi-family residential, not owner occupied), Type 4 (B&B homestay/owner occupied), and Type 5 (B&B Inn resident managed);
- 17.89.070 Standards, paragraph F, chart of STR types permitted/not permitted in R-1, R-2, R-3, R-4, R-1E, Agri, C-L, and C-G Districts (see packet p. 23);
- Discussion re enforcement and voluntary compliance;
- Discussion re proposed amendments following committee of the whole.

[There being no objections, the Commission exited Committee of the Whole at 7:51 p.m.]

Chairman Lucas called for any amendments:

**Main Motion: 1) Create conditional use permit (CUP) requirements for Type I, Type II, Type III, Type IV, and Type V, as well as R1-E Short Term Rentals; and
2) Move the R1-E District up in the matrix to immediately follow R-1 (17.89.070 Standards, paragraph F).**

Moved by:	Lucas
Seconded by:	Benedetto
Action:	Motion Carried Unanimously by all members present.
In favor:	Corbin, Wohlbach, Benedetto, Petty, Lucas
Opposed:	None
Absent:	Thom-Bernier, Ornquist

Staff explained the conditional use process which helps to determine on an annual basis whether to renew or revoke a CUP if warranted because of complaints or violations of CUP conditions.

Further discussion ensued on whether to allow a CUP in an R-1 District:

- Commissioner Wohlbach spoke in opposition until further research could convince her otherwise, citing agreement with testimony by a citizen at the last meeting to not allow short term rentals in R-1;
- Commissioners Petty, Benedetto, Lucas, and Corbin spoke more in favor as the conditional use process allows for the flexibility to review each case individually.

Commissioner Wohlbach moved to table further discussion until the next meeting of September 20. The motion died for lack of a second.

Main Motion: For approval of the proposed Ordinance on Short Term Rentals, as amended, and forward to the City Council with a recommendation for adoption.

Moved by:	Benedetto
Seconded by:	Petty
Action:	Motion carried by voice vote of 4 to 1 by all members present.
In favor:	Corbin, Benedetto, Petty, Lucas
Opposed:	Wohlbach
Absent:	Thom-Bernier, Ornquist

2. **Committee of the Whole** to Discuss PMC 17.28 CL-Limited Commercial District and PMC 17.32 CG-General Commercial District (note: action may be taken by the Commission following the committee of the whole)

Director Hanson discussed the primary business districts -- CL and CG. Information is provided in the packet (pp. 29-53) to facilitate discussion and review for the purpose of updating PMC Title 17. Separated out and included for contrast are the Industrial District, Large Retail Establishment Ordinance, and Highway Commercial Corridor District (for reference). The discussion should focus on whether these zoning districts fit Palmer's current values concerning

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on August 14, 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
Steve Carrington
Sabrena Combs
Pete LaFrance

Richard Best, Deputy Mayor
Linda Combs
David Fuller

Staff in attendance were the following:

Nathan Wallace, City Manager
Michael Gatti, City Attorney

Norma I. Alley, MMC, City Clerk
Angie Anderson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

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

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

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

E. REPORTS

1. City Manager's Report

City Manager Wallace highlighted his written report and added he attended a meeting with the Mat-Su Borough to learn of their recent IT issues, malware, ransomware, and virus threats.

Deputy Mayor Best requested the City Manager provide a report on the city's policy pertaining to citizens being required to provide a copy of their driver's license when setting up new utility accounts.

2. City Clerk's Report

City Clerk Alley highlighted her written report and announced any address changes that needed to be made by voters could be done on the State of Alaska Division of Elections' website.

3. Mayor's Report

Mayor DeVries:

- Highlighted her written report;
- Recommended everyone be aware of possible address conflicts with the Division of Elections' voter registration rolls due to PFD application being linked to voter registration;
- Announced the Mat-Su Medical Plaza's grand opening was to be held on August 28; and
- Announced the Transportation Fair in Wasilla would be held on September 13 from 3:00 to 7:00 p.m.

4. City Attorney's Report

None.

F. AUDIENCE PARTICIPATION

Mrs. Debra McGhan, Alaska Avalanche Information Center Executive Director, invited the Council to attend the National Emergency Preparedness Month event at the Menard Sports Center September 29, from 10:00 a.m. to 3:00 p.m. and requested the Council to approve AM 18-071.

Mr. Ralph Baldwin asked for Council's support by approving AM 18-071 as the funds would be used to provide education and weekly forecast, which would increase safety. He thanked the Council for their past support.

Mrs. Jenel Gagnon and Mr. Collin Christensen sang a song as thanks to the Council for the donated use of the Palmer Depot for their performance of *Broadway Musicals*.

Mr. Mike Chmielewski commented anyone having questions on where to vote, on August 21, should vote at any polling place and use a question ballot; the meeting that the city manager spoke of attending was on the Radio Free Palmer website for anyone to listen to; and invasive vegetation was a concern for himself and his wife, noticed it was removed, and thanked the city employees for mowing it.

Mr. Tom Roberson requested Council's support for an emergency drain pipe to be installed in the local pools to aide in an emergency.

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

City Manager Wallace reported the grant was accepted but funds needed to be appropriated.

Mayor DeVries opened the public hearing on Resolution No. 18-018. 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. 18-018

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

H. ACTION MEMORANDA

- 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

Main Motion: To Approve Action Memorandum No. 18-071, as Amended

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

Primary Amendment #1: To Award to \$1,500.00

Moved by:	Best
Seconded by:	
Action:	Motion Failed for Lack of Second
In favor:	
Opposed:	

Council Member LaFrance asked the amount not be reduced as he felt lives could be saved with furthering this program. Council Member L. Combs agreed the project was important and should be furthered, but in a future budget rather than over spend in the current budget.

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

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

I. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported Items Placed on the Table were Mat-Su Emergency Preparedness Event Flyer, Tom Roberson’s letter of request for an emergency drain pipe in the Palmer public pool, and the Avalanche Information Center’s budget report.

J. AUDIENCE PARTICIPATION

Mr. Tom Roberson asked the Council to remember the 1964 earthquake and think ahead, to prepare for an emergency.

K. COUNCIL MEMBER COMMENTS

Council Member S. Combs thanked the Board of Economic Development for their hard work on the Palmer Depot Rental Policy, congratulated the Mat-Su Miners baseball team, and invited fellow Council Members to be judges at the Alaska State Fair Parade.

Council Member LaFrance stated interest in Palmer having rail trail cycling opportunities and would speak to Mat-Su Borough about possibilities.

Deputy Mayor Best requested the Council nominate the Public Works Department, for the Wastewater Treatment Plant Project, to the Alaska Municipal League for state level recognition; asked Council for support in creating a separate budget for public safety grant funds for the greater Palmer area; and asked the city manager for an update on creating a trail head in the Hidden Ranch Subdivision.

L. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:45 p.m.

Approved this _____ day of _____, 2018.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



PROCLAMATION

RECOGNIZING PALMER PULMONARY FIBROSIS AWARENESS MONTH

WHEREAS, pulmonary fibrosis is a serious disease that creates scarring (fibrosis) in the delicate lung tissue of affected patients causing progressive, incurable lung disease; and

WHEREAS, pulmonary fibrosis progresses quickly, often causing limited quality of life, disability and/or death within a few short years; and

WHEREAS, in many cases there is no identified cause of pulmonary fibrosis, which is referred to as idiopathic pulmonary fibrosis (IPF), and about 200,000 people in the United States are estimated to be affected by IPF; and

WHEREAS, pulmonary fibrosis is often misdiagnosed and under diagnosed, and a need has been identified to increase wide-ranging awareness and detection of this imperceptible disorder; and

WHEREAS, established in 2000, the Pulmonary Fibrosis Foundation is a nonprofit organization that maintains a global mission to serve as the trusted resource for the pulmonary fibrosis community by raising awareness, providing disease education, and funding research; and

WHEREAS, the Pulmonary Fibrosis Foundation will unify patients, caregivers, medical professionals, and the general public, by sharing and providing the latest information about advancements alongside all of the work still to be done within the global pulmonary fibrosis community.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, do hereby recognize the need for heightened Pulmonary Fibrosis Awareness, encourage our citizens to gain a better understanding of the disease, and declare September, 2018, as **Pulmonary Fibrosis Awareness Month** in the City of Palmer.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Palmer to be affixed on this 11th day of September, 2018.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
1	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		August		\$150,000.00	Bid for council review-Sept 11 mtg
c	Construction commences		September			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
2	Airport Maintenance-Apron and Taxiway repairs and resurfacing	\$ 500,000.00	October	AIP Grant Funded		
a	Construction Mobilization		August	Completed		
b	Taxiway closures		Aug-Oct	On Going		
d	Final items completed		October			
r	Project Completion		November			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
3	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		September			Site Survey-Line of Site for wireless
c	Install remaining system		TBD			TBD

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
4	Install new city signs (facilities)	\$10,000 (initial budget for signs)	May 2019			
a	VIC					On Order
b	City Hall					On Order
c	Library					TBD
d	PPD					TBD
e	CD/Fire Training Area					TBD
f	Parks					TBD



TO: Palmer City Council
FROM: Norma I. Alley, MMC *Norma I. Alley*
SUBJECT: City Clerk's Report for the September 11, 2018, Council Meeting

1. Boards & Commissions Attendance Spreadsheets

The monthly attendance spreadsheets are attached for:

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

2. October 2, 2018, Regular Election Update

Important Election Dates:

- **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
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 23	Regular	7 pm	
Oct 30	Special	6 pm	Budget
Nov 6	Special	6 pm	Budget

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		✓	✓	✓	✓		✓	E				
Helmericks		✓	✓	✓	✓		✓	✓				
Weaver		✓	✓	E	E		✓	E				
Momarts		✓	✓	E	✓		✓	✓				
Jardine		✓	✓	✓	✓		✓	E				
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		✓	✓	✓	E				
Christopher	✓	✓	U	✓		✓	E	✓	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	Heather Kelley	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	✓	✓	✓	✓	✓	✓		✓	U				
Aube-Trammell	E	✓	✓	✓	✓	✓		✓	✓				
Christopher						E		E	✓				
Connelly	✓	✓	✓	✓	✓	✓		✓	✓				
Ehmann	✓	✓	✓	U	✓	✓		✓	✓				
Kelley									✓				
Pollen	U	✓	✓	✓	✓	✓		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

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	✓		✓	E				
Petty	✓	✓		✓	✓	✓		✓	✓				
Thom Bernier	✓	✓		✓	✓	✓		✓	E				
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

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Mayor's Memo

Council Meeting report -Sept 11, 2018

UP COMING EVENTS

- ❖ **Mayor/Manager meeting – Sept 20 Palmer**
 - Japanese Students – Sept. 17 honorary certificates**
- ❖ **Agenda Setting Meeting – Sept 13 and Sept 27**
- ❖ **Radio – Mayor – September 21**

- ❖ **Job Corp Workforce luncheon – October 25**
- ❖ **October 4 – Mat Su College Anniversary**
- ❖ **Community Luncheon – Sept. 27**
- ❖ **Potato Bowl – September 28**
- ❖ **City of Palmer Election October 2 – BE SURE TO VOTE**
- ❖ **Greater Palmer Chamber Fund Raiser – October 13 – government**

ENDING 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. 18-020**

Subject: Appropriating \$61,000.00 for Public Safety Building Repair and Related Improvements and Authorizing the City Manager to Negotiate and Execute a Contract with Goertz Construction, Inc. for the Repair and Improvements to the Public Safety Building in an Amount Not to Exceed \$150,000.00

Agenda of: September 25, 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>08/27/18</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: \$ 150,000.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>150,000.00</u>
<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):	DCCED Grant (\$73,000), Jail Repair and Maintenance (\$4,000)
<input checked="" type="checkbox"/>			<u>Trooper Bldg. Repair and Maintenance (\$3,000)</u>
<input checked="" type="checkbox"/>	Not budgeted		<u>GF 01-01-70-6078; 08-00-00-3673; 08-10-15-6226 (\$61,000)</u>

Director of Finance Signature: *[Signature]*

Attachment(s):

- Resolution No. 18-020
- Public Safety Bid

Summary Statement/Background:

The public safety building has been identified as needing immediate repairs to the flooring that has failed in several areas. This includes several rotted joists and other areas of the subfloor that need repair/replacement.

An invitation to bid was solicited and Goertz Construction, Inc was the most responsible proposer of 1 bid received.

This project includes sub flooring and flooring repair, carpet and tile replacement, and mold abatement.

DCCED Grant 15-DC-130 Public Safety Building Repairs has \$88,966 remaining, and will be utilized for this project. Additional funding from the General Fund in the amount of \$61,000 is required to fund the contract.

Administration's Recommendation:

Approve Resolution No. 18-020 Appropriating \$61,000.00 for Public Safety Building Repair and Related Improvements and Authorizing the City Manager to Negotiate and Execute a Contract with Goertz Construction, Inc. for the Repair and Improvements to the Public Safety Building in an Amount Not to Exceed \$150,000.00

LEGISLATIVE HISTORY

Introduced by: City Manager
Public Hearing: September 11, 2018
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 18-020

A Resolution of the Palmer City Council Appropriating \$61,000.00 for Public Safety Building Repair and Related Improvements and Authorizing the City Manager to Negotiate and Execute a Contract with Goertz Construction, Inc. for the Repair and Improvements to the Public Safety Building in an Amount Not to Exceed \$150,000.00

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 owns and maintains the Palmer Public Safety Building; and

WHEREAS, an inspection, design and construction administration contract for the repair and related improvements of the public safety building was approved by the City Council in MRCH 2018; and

WHEREAS, the need for building maintenance repair and related improvements are a priority to maintain a safe and efficient public building for the occupants and visitors; and

WHEREAS, the City of Palmer solicited bids for the repair and related improvements and the most responsible bid was received from Goertz Construction, Inc. in the amount of \$150,000.00.

NOW THEREFORE, BE IT RESOLVED, by the Palmer City Council to appropriate \$61,000.00 for the Palmer Public Safety Building repair and related improvements and authorizing the City Manager to negotiate and execute a contract with Goertz Construction, Inc. for the repair and improvements to the Palmer Public Safety Building in an amount not to exceed \$150,000.00.

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

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

GOERTZ CONSTRUCTION, INC./general contractors
P O Box 220329
ANCHORAGE, AK 99522
907-632-3947/fax 243-4094
goertzclan@gmail.com

24 August 2018

Re: PALMER PUBLIC SAFETY BUILDNG REPAIRS
Fax -907-745-3930

BID MODIFICATION

Chris,

Per our conversation, please find attached the revised bid proposal for the above referenced project.

Due to limited city funds allocated to this project you had requested that I review my bid numbers and explore any cost saving avenues. To this end I reached out to my subs and while there wasn't a ton of reciprocation I was offered a **\$1500.00** deduction from TCM Restoration (mold abatement.) The only mechanical quote I received (\$15,500) was over twice my estimate (\$7,000.) Because I can perform a majority of this work in-house (i.e. protect in place/re-support existing piping) I am comfortable that the mechanical scope can be done for my original estimate resulting in a cost savings of **\$8,500.00**. The only remaining deduction can come from my own labor and profit. While this is a prevailing wage project, as an owner/operator I do have a bit of discretion on how I compensate myself. With this in mind and in hopes of coming up with a mutually agreeable number I am willing to provide a deduction of **\$12,370**. In total this is net deduction of **\$22,370** resulting in a modified base bid of \$150,000.

Thank you for the opportunity to bid on this project and let me know if you need any additional information.

Sincerely

GOERTZ CONSTRUCTION, INC



Brad Goertz
President

**BID PROPOSAL
(CERTIFICATION)**

TO: CITY OF PALMER
ATTN: PUBLIC WORKS
231 WEST EVERGREEN AVENUE
PALMER, ALASKA 99645

PROJECT TITLE: **Public Safety Building Repairs**

Pursuant to and in compliance with subject Invitation to Bid, and other Contract documents relating thereto, the bidder hereby proposes to furnish all labor and materials and to perform all Work for the construction of the above-referenced project in strict accordance with the Contract documents at the prices established in the Bid Proposal, Page BP-2 submitted herewith.

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

The bidder acknowledges receipt of the following Addenda:

Addendum No. & Date <u>#1 2/14/12</u>	Addendum No. & Date _____
Addendum No. & Date _____	Addendum No. & Date _____
Addendum No. & Date _____	Addendum No. & Date _____

Enclosed is Bid Bond in the amount of
10%

(Ten Percent of Bid)

Type of Business Organization

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

- a corporation incorporated under the laws of the State of Alaska a joint venture
 an individual a partnership a nonprofit organization

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

Bidder/Company Name
GREATER CONSTRUCTION INC

Alaska Contractor's License
Number: CONC 3929

Address of Bidder
PO Box 220329

Employer's Tax Identification
Number: 92-0063874

ANCHORAGE, AK 99502

Signature 

Telephone Number (907) 632-3947

CITY OF PALMER
Public Safety Building Repairs

BID PROPOSAL

Base Bid – Labor, Materials, and Equipment for Building Upgrades

Lump sum bid amount: \$ 150,000
(numerals)

ONE HUNDRED FIFTY THOUSAND
(written)
DOLLARS & 00/100

The basis of bid award will be the lowest responsive, responsible bid proposal for the total of Base Bid.

**City of Palmer
Resolution No. 18-021**

Subject: Authorizing the City Manager to Accept and Execute a Grant in the Amount of \$487,200.00 from the Federal Aviation Administration for Airport Snow Removal Equipment Purchase, Appropriating \$503,700.00 for Airport Snow Removal Equipment, and Authorizing the City Manager to Execute Two Contracts for the Purchase of Snow Removal Equipment for Airport Operations with NC Machine in the Amount of \$266,920.83 and Bob's Services in the Amount of \$247,784.25


Agenda of: September 11, 2018

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


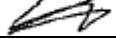

Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	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: \$ 514,705.08

This legislation (√):

<input checked="" type="checkbox"/>	Creates revenue in the amount of:	\$ <u>487,200.00</u>
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u>514,705.08</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s): <u>30-30-10-6225 & 30-30-10-6253 Matching Funds (\$16,150.08)</u>
<input checked="" type="checkbox"/>	Not budgeted	<u>Additional Matching funds \$16,500.00</u> <u>FAA Grant \$487,200.00 (\$503,700.00 total)</u>

Director of Finance Signature: 

Attachment(s):

- Resolution No. 18-021
- FAA Grant Offer
- NC Machinery Quote for CAT 950M Wheeled Loader and attachments \$266,920.83
- Bob's Services, Inc. for the Snow Blower and attachments \$247,784.25

Summary Statement/Background:

This airport is currently utilizing a 22 year old S & S snow blower and a 23 year old Case wheeled loader to aid in its snow removal efforts. Both pieces of equipment are well aged, were not FAA funded and the snow blower manufacturer has gone out of business some time ago, making repairs and obtaining spare parts difficult to complete timely. The airport anticipated applying for an AIP grant in 2018 for a new snow blower and box blade for \$300K and then a new wheeled loader in 2020 for \$575K. Combining the purchases to this year and taking advantage of SOA purchasing contracts already in place, will save the FAA and the COP an anticipated additional \$300K. Due to the age of the equipment currently in use and the lack of spare parts for the snow blower, the purchase is critical and timely. This purchase will also free up both pieces currently in use, as backup to the Cities existing equipment.

For the 2018 budget year, the City Council approved matching capital equipment funding for anticipated snow removal equipment purchases of \$10,750.00 to be used in conjunction with left over matching funds from the 2017 Rehabilitation & Repaving of Runway 16/34 project. It is estimated that the City will have \$5400.08 in remaining matching funds and needs an additional \$16,500.00 to complete our total match requirement of \$32,482.08 or (06.25%). Our total matching funds will be used to match the FAA Grant offer of \$487,200.00 or (93.75%).

Administration's Recommendation:

Approve Resolution No. 18-021 Authorizing the City Manager to Accept and Execute a Grant in the Amount of \$487,200.00 from the Federal Aviation Administration for the Airport Snow Removal Equipment Purchase, Appropriating \$503,700.00 for Airport Snow Removal Equipment, and Authorizing the City Manager to Execute Two Contracts for the Purchase of Needed Snow Removal Equipment for Airport Operations with NC Machine for \$266,920.83 and Bob's Services for \$247,784.25.

LEGISLATIVE HISTORY

Introduced by: City Manager
Public Hearing: September 11, 2018
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 18-021

A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Execute a Grant in the Amount of \$487,200.00 from the Federal Aviation Administration for Airport Snow Removal Equipment Purchase, Appropriating \$503,700.00 for Airport Snow Removal Equipment, and Authorizing the City Manager to Execute Two Contracts for the Purchase of Snow Removal Equipment for Airport Operations with NC Machine in the Amount of \$266,920.83 and Bob’s Services in the Amount of \$247,784.25

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 snow removal and airport safety are a priority with the FAA; and

WHEREAS, the City of Palmer applied for FAA grant funds of up to \$487,200.00 for the federal portion of the project; and

WHEREAS, the City of Palmer solicited quotes through State of Alaska purchasing contracts for the snow removal equipment for the amount of \$514,705.08.00; 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 Authorize the City Manager to Accept and Execute a Grant in the amount of \$487,200.00 from the Federal Aviation Administration for Airport Snow Removal Equipment Purchase, Appropriate \$503,700.00 for Airport Snow Removal Equipment, and Authorizing the City Manager to Execute Two Contracts for the Purchase of Needed Snow Removal Equipment for Airport Operations with NC Machine for \$266,920.83 and Bob's Services for \$247,784.25.

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

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk



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

August 28, 2018

Dear Mr. Wallace:

We are enclosing two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-02-0211-023-2018 at the Palmer Buddy Woods Municipal Airport 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 **September 14, 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,



Matthew Stearns
Acting Deputy Director, Airports Division



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>August 28, 2018</u>
Airport/Planning Area	<u>Palmer Buddy Woods Municipal</u>
AIP Grant Number	<u>3-02-0211-023-2018</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 **August 24, 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:

Acquire Snow Removal Equipment (Snow Blower and Loader)

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 **\$487,200**. 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

\$487,200 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 **September 14, 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. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

- A. House and maintain the equipment in a state of operational readiness on and for the airport;
- B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
- C. Restrict the vehicle to on-airport use only;
- D. Restrict the vehicle to the use for which it was intended; and
- E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

24. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

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)

Matthew Stearns

(Typed Name)

Acting Deputy 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 (DEVs)
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



August 22, 2018

CITY OF PALMER

231 W EVERGREEN AVE
PALMER, Alaska 99645-6952

Attention: GREG WICKHAM

RE: Quote 202460-01

Dear Greg Wickham,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 950M with all standard equipment in addition to the specifications listed below:

STOCK NUMBER: TBD - NEW

SERIAL NUMBER: TBD - NEW

YEAR: 2019

SMU: NEW

MACHINE SPECIFICATIONS

950M WHEEL LOADER	STANDARD PRECLEANER
REGIONAL PACKAGE	STANDARD AIR INLET RAIN CAP
STANDARD PACKAGE	BASIC + FENDERS
STANDARD LIFT LINKAGE	NON-METALLIC HOOD
COUNTERWEIGHT, 960KG	STANDARD SOUND SUPPRESSION
AXLES, LOCK FRONT / OPEN REAR, ECOLOGY DRAINS	QUICK COUPLER READY
4 VALVE HYDRAULICS W/ RIDE CONTROL	MANUAL LUBRICATION
STANDARD HYDRAULIC OIL	CB RADIO READY
COLD STARTING PACKAGE (120V)	1 PAPER SET PARTS AND SERVICE MANUALS
PREMIUM LED LIGHTS	ON SITE OPERATOR TRAINING
STEERING WHEEL W/ SECONDARY STEERING	CAT ET - 1 YEAR RENEWAL ONLY, NOT A NEW SUBSCRIPTION
MANUAL DIFFERENTIAL	NEW MACHINE PREP PER AKDOT CA1999 - WHELEN INSTALL, COLD WEATHER PREP, ATTACHMENT INSTALL
HEATED CAB TRIM	WINTER COVERS
SINGLE AXIS LEVERS W/FNR, 4 VALVE	SPARE TIRE / RIM - MOUNTED
3" SEAT BELT	WHELEN AKDOT STROBE LIGHT KIT
PRODUCT LINK, SATELLITE PLE631	PSM AKDOT WLKAT COUPLER
COOLING CORES, 9 FPI	PSM GENERAL PURPOSE BUCKET
STANDARD FAN	PSM SNOW BUCKET
-58F ANTIFREEZE	PSM MULTI-PUPOSE HEAVY DUTY V-PLOW
TIRES, 23.5R25 BRIDESTONE VJT * L3	

NC Machinery – AKDOT
Contract Award CA1999 - AIP
Loaders

Lot 2	Description	Spec		Total
1	4.0 CY Wheel Loader	Caterpillar 950M	\$ 211,896	\$ 211,896.00
0	Auto Lube System	7	\$ 8,541	\$ -
1	General Purpose Bucket	9.2	\$ 9,037	\$ 9,037.43
0	Heavy-Duty Bucket w/ G.E.T.	9.3	\$ 15,370	\$ -
1	Snow Bucket	9.4	\$ 11,845	\$ 11,844.90
1	Multi-Purpose Heavy Duty Plow	9.5	\$ 20,193	\$ 20,192.50
0	Dual-Carbide Cutting Edges		\$ 1,435	\$ -
0	Pallet Forks, 8 Foot	9.6	\$ 10,096	\$ -
1	Training	10	\$ -	\$ -
1	Diagnostic Software	11.1	\$ 1,200	\$ 1,200.00
1	Telematics	11.11	\$ -	\$ -
Purchase Order Sub -Total				\$ 254,170.83

Additional item not included in Contract:

Freight FOB Palmer \$12,750.00

PO Total: \$ 266,920.83

*** Adjusted Diagnostic software to only include the 1 year renewal cost. Not a new subscription.

9/1/16 Price Increase 2%

7/1/17 Price Increase 2.5%

7/1/18 Price Increase 1.5%

Includes spare tire and rim

All attachments are PSM

WARRANTY

Standard Warranty: 1 YEAR NEW CAT MACHINE WARRANTY - TECHNICIAN TRAVEL TIME AND MILEAGE NOT INCLUDED

Extended Warranty: ADDITIONAL WARRANTY AVAILABLE – SEE REP FOR CUSTOM QUOTE

F.O.B/TERMS: PALMER, AK

Accepted by _____ on _____

Signature

We wish to thank you for the opportunity of quoting your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steven Fisher
Cell: 907-748-7540
Machine Sales Representative
SFisher@NCMachinery.com

Quote



2009 SPAR AVENUE
ANCHORAGE, ALASKA 99501

SHOP (907) 276-3221 - FAX (907) 276-1972

Order Number: 0064128
Order Date: 8/20/2018

Salesperson: 0600
Customer Number: 00-CP

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

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

(907) 863-0752 **Confirm To:** DOUG 745-0205 SHOP 745-3925

Customer P.O.	Ship VIA	Comment
		WAUSAU MP318

Item Number	Description	Description	Price	Amount
*SOA CONTRACT	0.00	snow blower contract CA2090-18	0.00	0.00
SEMP-318	1.00	WAUSAU MP318 LOADER MT BLOWER	228,784.00	228,784.00
SEEDGE	1.00	CUTTING EDGE STD	265.25	265.25
SEBUMPER	1.00	WAUSAU MP318 SIDE BUMPER	500.00	500.00
SECHUTE	1.00	MP318 SPOT CASTING CHUTE	10,950.00	10,950.00
SETRAINING	1.00	ON SITE TRAINING FREIGHT FOB PALMER SHOP	1,875.00	1,875.00

Net Order:	242,374.25
Less Discount:	0.00
Freight:	5,410.00
Sales Tax:	0.00
Order Total:	247,784.25