

Mayor Edna B. DeVries
Deputy Mayor Linda Combs
Council Member Richard Best
Council Member Steve Carrington
Council Member David Fuller
Council Member Brad Hanson
Council Member Pete LaFrance

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

City of Palmer, Alaska
Regular City Council Meeting
January 24, 2017, 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. 17-00X**: Amending Palmer Municipal Code Chapter 12.24.025.E regarding firearms in city parks, adding 12.24.025. M establishing hours during which parks are closed, 12.24.025.N establishing quiet hours in parks; and amending 12.24.030 to update park use permits process (IM No. 17-00X) Page
 - 2. Approval of Minutes of Previous Meetings
 - a. November 1, 2016, Special Meeting..... Page
 - b. November 8, 2016, Special Meeting..... Page
 - c. November 8, 2016, Regular Meeting..... Page
 - d. November 22, 2016, Regular Meeting..... Page
 - e. January 10, 2017, Regular Meeting Page
- E. Communication and Appearance Requests
 - 1. Kawasaki Disease Proclamation
 - 2. Engine 557 Restoration Company President Patrick Durand
- F. Reports
 - 1. City Manager's Report..... Page
 - 2. City Clerk's Report..... Page
 - 3. Mayor's Report..... Page
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearing
 - 1. **Action Memorandum No. 17-00X**: City Council Statement of Non-Objection to the Renewal of Liquor License #4064, for the Palmer Municipal Golf Course, Located at 1000 LePak Avenue Page
 - 2. **Action Memorandum No. 17-00X**: City Council Statement of Non-Objection to the Renewal of Liquor License #2931, for the Mat-Su Miners, Located at the Alaska State Fairgrounds Hermon Brothers Field Page
- I. Action Memoranda

1. **Action Memorandum No. 17-00X:** Authorize the City Manager to Negotiate and Execute a Phase 2 of the Contract with HDL Engineering Consultants for the Second Phase of the Engineering Services for the Rehabilitation and Repaving of Runway 16/34 not to exceed \$182,579.00 from the revised "Scope and Fee, Proposal for RFP #16-01PAQ..... Page
 2. **Action Memorandum No. 17-00X:** Adoption of the Warren "Bud" Woods Palmer Municipal Airport Master Plan 2016, developed by HDL Engineering Consultants Page
- J. New Business
1. Golden Heart Lifetime Achievement Award Page
- K. Record of Items Placed on the Table
- L. Audience Participation
- M. Council Member Comments
- N. Adjournment

Tentative 2017 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jan 24	Regular	7 pm	
Feb 7	Joint	7 pm	BED
Feb 14	Regular	7 pm	
Feb 28	Regular	7 pm	

**City of Palmer
Information Memorandum No. 17-0XX
Ordinance No. 17-0XX**

Subject: Ordinance No. 16-0: Amending Palmer Municipal Code Chapter 12.24.025.E regarding firearms in city parks, adding 12.24.025. M establishing hours during which parks are closed, 12.24.025.N establishing quiet hours in parks; and amending 12.24.030 to update park use permits process

Agenda of: January 24, 2017

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


Originator Information:

Originator: Parks, Recreation & Cultural Resources Advisory Board

Department Review:

Route to:	Department Director:	Signature:	Date:
✓	Community Development		1/2/2017
✓	Finance		1/5/2017
_____	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. 17-0XX
- Parks, Recreation & Cultural Resources Advisory Board Minutes of the November 3, 2016

Summary Statement:

The primary change will bring park rules into compliance with Alaska Statutes on carrying firearms. Other changes will update the use permit process section by deleting the references to a specific department and establishing an 11 PM closing time and 0 PM to 6 AM quiet hours in City parks.

Background: The City has prohibited carrying a firearm in its parks since 1970. In the intervening time, changes in the Alaska State Statutes, specifically AS 11.61.190 – AS 11.61.220 provide in essence, that if a person is legally allowed to possess a firearm in Alaska, they may carry it on their person. There are exceptions for places where liquor is sold, around schools, in courtrooms, private property, etc. A person carrying a firearm also has a duty to notify law enforcement of that fact if contacted. The major amendment to Chapter 12.24 will change the carrying of firearms to prohibit discharge of a firearm in or into a city park.

Other changes will establish quiet hours in the parks between 10 PM and 6 AM, and close city parks at 11 PM. Having these times in the Municipal Code is a tool for Palmer Police officers to use if they need to deal with noise or other complaints in a city park.

The final change will delete references to the former Department of Community Services and simply indicate that permits and forms will be provided by the City rather than a specific department.

Administration's Recommendation: Adopt Ordinance No. 17-0XX

Introduced by: Parks, Recreation &
Cultural Resources
Advisory Board

Date:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 17-0XX

An Ordinance of the Palmer City Council amending Palmer Municipal Code Chapter 12.24.025.E regarding firearms in city parks, adding 12.24.025. M establishing hours during which parks are closed, 12.24.025.N establishing park quiet hours; and amending 12.24.030 to update park use permit process

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 provision of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Chapter 12.24.025 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

12.24.025 General rules.

The following general rules govern the public use of parks:

- A. A person may not cut, pick or damage trees, flowers or other vegetation in a park.
- B. A person may not camp in a park except in an area and at a time designated in a permit issued by the manager or the manager's designee.
- C. A person may not light, build, use or maintain an open fire or portable camp stove in a park except in a receptacle or area designated for that use. A person may not leave an open fire or operating portable camp stove unattended. A person may not use a flammable liquid other than charcoal lighting fluid to start or accelerate a fire.
- D. A person may not sell or consume any alcoholic beverage in a park, playground or recreational facility except the clubroom of the Palmer golf course and the Palmer ice arena.

- E. ~~A~~ No person may use or discharge ~~not possess~~ a firearm or similar device in or into a park except:
 - 1. A peace officer acting within the scope and authority of the officer's employment; or
 - 2. ~~A person carrying a concealed handgun in accordance with AS 18.65.700 through 18.65.790, and carrying a valid permit under such statutes; or~~
 - 3. 2. A person participating in a public demonstration under a permit issued for that purpose by the manager or the manager's designee.
- F. A person shall not shoot a bow and arrow in a park except in an area designated for archery activities by the manager or the manager's designee.
- G. A person may not discharge fireworks in a park except in accordance with a permit issued under PMC 8.42.050.
- H. A person may not operate, or stop, stand or park, a motorized vehicle in a park except:
 - 1. In an area designed for the use, and in a manner permitted by the designation;
 - 2. As permitted under a use permit issued under PMC 12.24.030; or
 - 3. Construction, enforcement, maintenance or emergency vehicles operated by the state, the Matanuska-Susitna Borough, the City or their respective contractors.
- I. Where the operation of motor vehicles is permitted in a park, motor vehicles shall be operated in accordance with posted speed limits, in a prudent and safe manner, and at a speed not exceeding 10 miles per hour in parking areas.
- J. A person may not bring an animal into a park except:
 - 1. An animal that is in an area that has been posted for use by domesticated animals;
 - 2. A service animal, guide dog, or signal dog individually trained to provide assistance to an individual with a disability; or
 - 3. An animal that is under the direct control of a peace officer or emergency responder performing official duties, and trained to assist in performing those duties.
- K. A person having control or supervision of an animal that excretes feces in a park shall immediately collect and properly dispose of the feces.
- L. A person may not deposit litter or waste, or water, sewage or effluent from sinks, portable toilets or other plumbing fixtures, directly upon the surface of land or water in a park.
- M. Parks shall be closed at 11:00 p.m. each night until 6:00 a.m. the following morning and no person shall remain therein during said hours.
- N. Between the hours of 10 PM and 6 AM no person in a city park shall disturb other persons by making loud noise, including the use of radio or other sound amplifying devise or loud voice in violation of Palmer Municipal Code 8.36.020.F or 8.36.025.A.

Section 4. Chapter 12.24.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

12.24.030 Use permits.

- A. Park use permits for vendors, use of motor vehicles, animals and camping will be issued by the manager or designee and will address such issues as litter, sanitary facilities, damage, crowd control, traffic control, noise, hours of use, insurance and public notice. Permit fees will be established by council and revised from time to time.
- B. User permits for baseball, softball and soccer fields will be issued by the City department of community services to the various organizations using the fields, and will address the user's responsibilities, including insurance, trash removal and sanitary facilities.
- C. All organizations or individuals purchasing ice time from the Palmer ice arena are required to have a use agreement issued by the City department of community services.

Section 5. Effective Date. Ordinance **No. 17-0XX** shall take effect upon adoption by the City of Palmer City Council.

Passed and approved by the City Council of the City of Palmer, Alaska this ____ day of January, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**PARKS, RECREATION & CULTURAL RESOURCES ADVISORY BOARD
CITY OF PALMER, ALASKA**

**REGULAR MEETING
THURSDAY, NOVEMBER 3, 2016
7:00 P.M. - COUNCIL CHAMBERS**

A. CALL TO ORDER:

The regular meeting of the City of Palmer Parks, Recreation & Cultural Resources Advisory Board was called to order by Chair Aube-Trammell at 7:00 p.m.

B. ROLL CALL:

Present and constituting a quorum were Board Members:

Meggie Aube-Trammell, Chair
Jan Newman, Vice Chair
Stephanie Allen
Jo Ehmann
Dot Helm
Shannon Connelly

Absent:

Fran Seager-Boss

Also present were:

Sandra Garley, Community Development Director
Nathan Wallace, City Manager
Pam Whitehead, Recording Secretary

C. PLEDGE OF ALLEGIANCE: led by Board Member Helm.

D. APPROVAL OF AGENDA:

Main Motion: To approve the agenda as presented.

Moved by:	Allen
Seconded by:	Newman
Action:	Motion carried unanimously by voice vote.
In favor:	Helm, Ehmann, Allen, Connelly, Newman, Aube-Trammell
Opposed:	None

E. MINUTES OF PREVIOUS MEETING:

Main Motion: To approve the minutes of the October 6, 2016 Regular Meeting as presented.

Moved by:	Newman
Seconded by:	Ehmann
Action:	Motion carried unanimously by voice vote.
In favor:	Helm, Ehmann, Allen, Connelly, Newman, Aube-Trammell
Opposed:	None

F. AUDIENCE PARTICIPATION:

Main Motion: To suspend the rules to allow City Clerk to administer oath of office.

Moved by:	Newman
Seconded by:	Allen
Action:	Motion carried unanimously by voice vote.
In favor:	Helm, Ehmann, Allen, Connelly, Newman, Aube-Trammell
Opposed:	None

Rules were suspended at 7:02 p.m. City Clerk, Norma Alley, administered the oath of office to all board members present, marking the beginning of the new term. Formal rules resumed at 7:05 p.m.

G. REPORTS:

Director Garley reported:

- The Swiss Stone Pine, planted on in the Arboretum on Arbor Day is acclimating very well;
- UAF buildings on Fireweed have been demolished and ground has been leveled, much improving the entry into the Arboretum;
- Ad to be published next week seeking volunteers for Wayfinding citizens advisory committee; five to seven people will be chosen by the City Council;
- Met with MSB staff to discuss development of Borough Bond trails in the Palmer area (Matanuska Riverfront Trail (North) and Matanuska Riverfront Trail (South)).

H. UNFINISHED BUSINESS:

1. Develop priority for parks, recreation, and cultural resources capital projects for Palmer Five-Year Capital Improvements Program.

Main Motion: To enter Committee of the Whole for open discussion on prioritizing potential capital projects.

Moved by:	Newman
Seconded by:	Allen
Action:	Motion carried unanimously by voice vote.
In favor:	Helm, Ehmann, Allen, Connelly, Newman, Aube-Trammell
Opposed:	None

[The Board entered Committee of the Whole at 7:15 p.m.; exited at 8:04 p.m.]

Utilizing the CIP criteria list (revised per last meeting) and the Potential CIP list identified in city planning documents, the Board discussed and prioritized those projects in order of importance as funds become available. City Manager Wallace provided input concerning budget.

There was consensus that the number one criteria should be creating or improving

connectivity and improving/maintaining what already exists.

Following lengthy discussion, the Board agreed on the following prioritization of projects for the five-year plan beginning in 2018:

- A - Park Signage Program (identify name of every park);
- C - Arctic Avenue path connections;
- G - Resurface & refurbish Ben Herman Tennis courts;
- K - Develop amenities at Babb Arboretum;
- O - Develop path along Inner and Outer Springer Loop;
- U - Add pathway to extension of Industrial Way Commercial Way to Inner Springer;

[The Board exited Committee of the Whole at 8:04 p.m.]

Main Motion: To approve the potential CIP list for 2018 as identified in Committee of the Whole.

Moved by:	Ehmann
Seconded by:	Connelly
Action:	Motion carried unanimously by voice vote.
In favor:	Helm, Ehmann, Allen, Connelly, Newman, Aube-Trammell
Opposed:	None

Ms. Garley will provide a revised list at the next meeting.

I. NEW BUSINESS:

1. **Resolution 16-002:** Recommending amendments to Park Regulations under Palmer Municipal Code 12.24.

Ms. Garley provided a staff report explaining the purpose of the resolution is 1) to recommend an amendment to bring City parks regulations (12.24.025) into conformance with Alaska State statutes regarding firearms; 2) to recommend establishment of park closing time and quiet hours; and 3) to clarify and delete reference to the department of community services which no longer exists (12.24.030).

Following brief discussion:

Main Motion: To recommend approval of Resolution 16-002 as presented.

Moved by:	Allen
Seconded by:	Newman
Action:	Motion carried unanimously by voice vote.
In favor:	Helm, Ehmann, Allen, Connelly, Newman, Aube-Trammell
Opposed:	None

2. Marathon Trails – temporary markers.

Ms. Garley explained and asked for feedback on providing cones to separate the running path and to alert vehicle traffic on the roadways during marathon events.

The consensus was that it would be a great idea. The discussion evolved into how to pay for it or partner with others. It was suggested for the City to charge a rental to the organization sponsoring the run with the City in charge of placing them where appropriate.

Ms. Garley will draft a resolution and provide more particular information at the next meeting.

J. BOARD MEMBER COMMENTS:

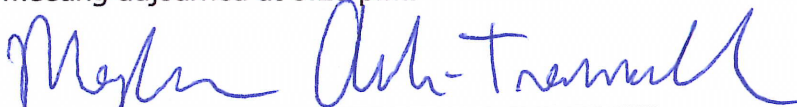
Chair Aube-Trammell, on behalf of the Board, welcomed new member Shannon Connelly. She also informed that she is working with staff to bring back Pete LaFrance for further discussion on bike-ability in December or January.

Board member Newman commented on the recent Livability presentation by AARP, noting that it encompassed about everything this board has talked about and then some in terms of visioning for the community. She suggested that we invite them to speak to our Board perhaps at a joint meeting with the Board of Economic Development.

Board member Allen advised she will be absent from the January meeting. She will be on a trip to South Africa.

K. ADJOURNMENT:

There being no further business, the meeting adjourned at 8:20 p.m.



Meggie Aube-Trammell, Chair



Sandra Garley, Community Development Director

**City of Palmer
Action Memorandum No. 17-OXX**

Subject: City Council Statement of Non-Objection to the Renewal of Liquor License #4064, for the Palmer Municipal Golf Course, Located at 1000 LePak Avenue

Agenda of: January 24, 2017

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


Originator Information:

Originator: City Clerk

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


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

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):

- Review Form
- Renewal Notice

Summary Statement:

The Palmer Municipal Golf Course has applied for renewal of their liquor license. State law requires local governing bodies to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

Administration's Recommendation:

To approve Action Memorandum No. 17-00X directing the City Clerk to notify the State of Alaska the City Council makes a statement of non-objection to the renewal of Liquor License #4064 for the Palmer Municipal Golf Course.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Palmer Municipal Golf Course **OWNER:** City of Palmer
LICENSE TYPE: Golf Course
LOCATION: 1000 LePak Avenue

Route to: Department of Finance

Department of Finance

Sales Tax Current: √ Yes No

If no, explain: _____

Utilities Current: √ Yes No

If no, explain: _____

Special Assessments Current: √ Yes No

If no, explain: _____

Other Comments: _____



Finance Director

1/3/17

Date

Route to: Department of Community Development

Department of Community Development

Code Compliant: √ Yes No

If no, explain: _____

Other Comments: _____



Community Development Director

12/22/2016

Date

Route to: Police Department

Department of Public Safety

Code Compliant: ✓

Yes No

If no, explain:

Other Comments:



12-22-16

Chief of Police

Date

Route to: City Manager's Office

City Manager's Office

Other Comments:



1/3/17

City Manager

Date

Route to: City CLERK'S OFFICE

FORWARD TO COUNCIL FOR AGENDA OF: January 24, 2017



December 20, 2016

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: mwhisenhunt@matsugov.us

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Golf Course	License Number:	4064
Licensee:	City of Palmer		
Doing Business As:	Palmer Municipal Golf Course		

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

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

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

Sincerely,

Cynthia Franklin, Director
amco.localgovernmentonly@alaska.gov

**City of Palmer
Action Memorandum No. 17-OXX**

Subject: City Council Statement of Non-Objection to the Renewal of Liquor License #2931, for the Mat-Su Miners, Located at the Alaska State Fairgrounds Hermon Brothers Field

Agenda of: January 24, 2017

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


Originator Information:

Originator: City Clerk

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


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

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):

- Review Form
- Renewal Notice

Summary Statement:

The Mat-Su Miners has applied for renewal of their liquor license. State law requires local governing bodies to review requests pertaining to liquor licenses within their municipalities. The City may voice a non-objection or may file a protest to a request.

Administration's Recommendation:

To approve Action Memorandum No. 17-00X directing the City Clerk to notify the State of Alaska the City Council makes a statement of non-objection to the renewal of Liquor License #2931 for the Mat-Su Miners.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Mat-Su Miners
LICENSE TYPE: Recreational Site-Seasonal
LOCATION: Hermon Brothers Field

OWNER: Mat-Su Baseball, Inc.

Route to: Department of Finance

Department of Finance

Sales Tax Current: ✓ Yes No

If no, explain:

Utilities Current: ✓ Yes No

If no, explain:

Special Assessments Current: ✓ Yes No

If no, explain:

Other Comments:

E. McNamee

Finance Director

12/26/16

Date

Route to: Department of Community Development

Department of Community Development

Code Compliant: ✓ Yes No

If no, explain:

Other Comments:

Sandra Harley

Community Development Director

12/22/2016

Date

Route to: Police Department

Department of Public Safety

Code Compliant: ✓

Yes No

If no, explain:

Other Comments:



Chief of Police

12-22-16
Date

Route to: City Manager's Office

City Manager's Office

Other Comments:



City Manager

Date

Route to: CITY CLERK'S OFFICE

FORWARD TO COUNCIL FOR AGENDA OF: January 24, 2017



December 20, 2016

City of Palmer
Attn: City Clerk
Via Email: cityclerk@palmerak.org
Cc: mwhisenhunt@matsugov.us

Re: Notice of 2017/2018 Liquor License Renewal Application

License Type:	Recreational Site-Seasonal	License Number:	2931
Licensee:	Mat-Su Baseball, Inc.		
Doing Business As:	Mat-Su Miners		

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

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

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

Sincerely,

Cynthia Franklin, Director
amco.localgovernmentonly@alaska.gov

**City of Palmer
Action Memorandum No. 17-OXX**

Subject: Authorize the City Manager to Negotiate and Execute a Phase 2 of the Contract with HDL Engineering Consultants for the Second Phase of the Engineering Services for the Rehabilitation and Repaving of Runway 16/34 not to exceed \$182,579.00 from the revised "Scope and Fee, Proposal for RFP #16-01PAQ.

Agenda of: January 24, 2017

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

Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> X </u>	Finance	<u><i>E. Greene</i></u>	<u> 1/5/17 </u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for Presentation By:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 182,579.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in the amount of:	\$ <u> 182,579.00 </u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

<input checked="" type="checkbox"/>	Budgeted	Line item(s):	30-30-10-6225 Airport Pvmt Repairs - \$ 42,579	
			30-01-02-6225 AP Paving	\$ 140,000
<input type="checkbox"/>	Not budgeted			

Director of Finance Signature: *E. Greene*

Attachment(s):

- HDL Proposed Scope & Fee for RFP #16-01PAQ
- 15-DC-128

Summary Statement:

The City of Palmer entered into a Professional Services Agreement with HDL Engineering Consultants on November 4th, 2016 for Phase 1 of the Rehabilitation & Repaving of RW 16/34 for \$237,913.00 (approved by Council in AM 16-065). HDL has now completed the majority of the work associated with the initial portions of Phase 1 and has delivered on time the 35% EDR (Engineer's Design Report) Draft for review before being sent to the FAA.

To keep this project on schedule and to obtain the lowest spring time construction bidders, HDL will need to begin the final Engineering Design work ASAP. Phase 2 of this contract was postponed until the 2017 COP Budget was approved with the Additional CIP Project (30) Funding in place for \$225,000.00. The total Fee for **Phase 1** for **\$237,913.00** & **Phase 2** for **\$182,579.00** of the Consulting Engineer Work Needed on this project was **\$420,492.00**.

Administration's Recommendation:

To approve Action Memorandum No. 17-0XX, Encompassing Phase 2 for \$182,579.00 of the Contract for the Original Scope of Services from HDL Engineering Consultants for the Completion of the Final Design Work and Bidding Assistance with RFP #16-01PAQ.

October 25, 2016 October 28, 2016

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

RE: Proposed Scope and Fee - *Revised*
 Proposal #16-01 PAQ – Engineering Services for Rehabilitation and Repaving of
 Runway 16-34

Gentlemen:

HDL Engineering Consultants (HDL) is pleased to present this fee proposal for engineering services for the rehabilitation and repaving of Runway 16-34 and associated improvements at the Warren “Bud” Woods Palmer Municipal Airport.

Anticipated improvements, prioritized by importance to the City of Palmer (City), include:

1. Runway 16-34 Repaving and Shoulder Surfacing
2. Object Free Area Improvements (earthwork, clearing and grubbing, tree topping, sign relocation)
3. Runway Safety Area Expansion
4. Taxiway B Spot Repairs
5. Large Aircraft Apron Expansion, Phase 1

SCOPE OF WORK

PROJECT INITIATION

Project Kickoff Meeting: Upon Notice to Proceed, HDL will coordinate a kick-off meeting to establish formal lines of communication, clarify scope and objectives, set project milestones, and confirm the City’s project expectations.

Project Scoping: The extent of the apron expansion needs to be decided prior to surveying, geotechnical evaluation, and design to maximize the available funding. We will prepare an initial project cost estimate for FAA and the City use in their decision-making and we will facilitate a meeting with FAA to discuss their level of participation.

TASK 1—SURVEYING AND MAPPING

HDL will supplement our existing aeronautical survey data with a detailed field survey to map all existing planimetric and topographic features for design.

Survey Control: HDL will check the existing primary airport control network and will add new vertical control monuments along Runway 16-34 to facilitate construction. A new local coordinate system will be established for the design of this project.

Anchorage	3335 Arctic Boulevard, Suite 100, Anchorage 99503	907.564.2120
Mat-Su	202 West Elmwood Avenue, Palmer 99645	907.746.5230
Kenai Peninsula	10735 Spur Highway, Suite 1B, Kenai 99611	907.283.2051

CIVIL
ENGINEERING

GEOTECHNICAL
ENGINEERING

TRANSPORTATION
ENGINEERING

ENVIRONMENTAL
SERVICES

PLANNING

SURVEYING
& MAPPING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

RIGHT-OF-WAY
SERVICES

Topographic Design Survey: Prior to the field work, existing aeronautical survey data will be reviewed, and detailed instructions and survey limits provided to our field crews. At a minimum, we expect to reuse the topography in the runway safety areas, taxiway extension, and apron expansion areas, as well as the Runway 16-34 lighting can positions and elevations. Our field crews will gather topographic pavement elevations for Runway 16-34 and the adjoining taxiways. Data will be gathered by taking cross sections every 50 feet within the survey limits and by mapping all buried utilities, large improvements, and drainage features outside the limits that may affect design. We will contact utility companies to verify they have no facilities in the project area. We will coordinate with Public Works to verify the location of existing City utilities shown on record drawings and will field locate new or not-shown facilities. The data from the field survey will be reduced, new information added to the existing aeronautical data, and a Triangulated Irregular Network surface model and base drawing will be created for our engineers.

Survey Quality Control/Quality Assurance. All survey work products will receive internal independent quality control reviews and quality assurance checks. Upon completion of the draft work product, a second licensed surveyor will review the survey calculations and data prior to a final quality assurance review. A survey field report and electronic check of all the data will be prepared.

Final Survey Deliverables. Final deliverables to our in-house designers will include a base drawing, survey check report, copies of the field notes, indexed photographs, and a survey report. If requested, copies will also be provided to the City. We will also prepare a survey control diagram to be included in the final plan set.

TASK 2—GEOTECHNICAL EVALUATION

A geotechnical evaluation will be conducted in accordance with AC 150/5320-6E, as modified for the specific needs of this project to confirm the subgrade conditions meet FAA requirements, establish whether differences in the pavement composition account for the observed difference in pavement life, and acquire engineering properties of soils for pavement design.

Geotechnical Exploration. The exploration will include pavement cores, borings, and laboratory testing. An experienced HDL geologist will evaluate subsurface conditions, collect samples, observe drill rig operations, and conduct field tests.

Twenty asphalt cores, ten in the northern and ten in the southern portion of the runway, will be collected and tested to evaluate the differences in pavement thickness, asphalt content, and composition.

We anticipate the soils under the pavement will be fairly consistent and few borings will be needed to delineate any changes in material properties. Geotechnical borings will be drilled in the runway and will be shifted between left-, along-, and right-of-centerline. We anticipate four borings in the north 1,000 feet and six borings in the south 5,000 feet. Four borings will also be drilled for the proposed apron expansion. Three additional borings will be drilled in the abandoned service road to evaluate the composition and thickness of gravel the City may wish to recycle. All 17 borings will be advanced to a depth of 10 feet or through the fill depth,

whichever is greater, using hollow stem augers. In addition, Dynamic Cone Penetrometer testing will be performed according to AC 150/5370-11D. We do not anticipate borings for the Taxiway B repairs, runway safety area improvements, or object free area improvements.

Soil samples will be tested for engineering properties including gradation, natural fracture, California Bearing Ratio, and soil frost groups.

Geotechnical Exploration Report. We will prepare the report presenting the results of the field investigation and laboratory testing. The report will also provide pavement reconstruction, and apron design recommendations.

TASK 3—ENGINEER’S DESIGN REPORT

Per FAA Order 5100-38D, the Engineer’s Design Report (EDR) will document the existing conditions, identify the design criteria, summarize the geotechnical evaluation and pavement recommendations, evaluate project alternatives and costs, and provide a recommended alternative with approximately 35 percent complete drawings and cost estimate. We anticipate the alternatives will consider: build, no-build; using Taxiway A as a temporary runway; night construction; off-peak construction; reuses for recycled asphalt pavement; utilizing the abandoned service road gravel; tree trimming versus clearing; and how construction phasing will impact airport users.

We will perform the airfield pavement design analysis using FAARFIELD and AC 150/5320-6F and will provide the City with a Pavement Classification Number (PCN).

For the EDR cost estimate, we will compute estimated quantities and use historical bid prices for similar work at PAQ, Wasilla Municipal Airport, and Merrill Field Airport, as well as other recent public works projects in Palmer. The unit prices will be adjusted for current bidding conditions and engineering judgement.

The draft EDR, preliminary plans, and cost estimate will be submitted to the City for review. All written EDR review comments will be documented and addressed, and a record of adjudication will be provided with the final, sealed EDR.

TASK 4—CONSTRUCTION SAFETY & PHASING PLAN

HDL will prepare a Construction Safety & Phasing Plan (CSPP) per AC 150/5370-2. The CSPP will include drawings depicting limits of work, construction sequencing, haul routes, runway and taxiway safety areas, utilities, disposal areas, stockpile areas, staging areas, and temporary operational areas. Specifications will address contractor communication requirements; construction safety meetings, schedule limitations, and requirements; and lines of authority and organization between the City, HDL, the contractor, and FAA.

The draft CSPP will be submitted to the City with the draft EDR. We will incorporate and document changes based on the City’s comments and then submit the draft CSPP to FAA for their approval. HDL will incorporate any FAA comments into the final CSPP.

TASK 5—FINAL DESIGN

After completion of the EDR, HDL will quickly advance the plans, specifications, and construction cost estimate (PS&E) towards bid-ready documents. Three steps are anticipated: Step 1 - 65 percent; Step 2 - 95 percent; and Step 3 - bid-ready. The design and deliverables will comply with FAA Advisory Circulars for airport improvement projects. Plans will be prepared utilizing AutoCAD Civil 3D 2016 for drafting, and deliverables will be in a single hardcopy and as Adobe PDF electronic files ready for printing.

The 65 percent design documents will include the draft PS&E for the preferred alternative, as well as any temporary construction necessary for the CSPP. The documents will be sufficiently complete to fully identify the construction elements and limits, and will be submitted for the City's review and comment. The cost estimate for each of the six major improvement elements will be computed and presented separately to allow the City to identify the combination of improvements to forward as a base bid, as well as any additive alternates to include in the final bid package.

Upon receipt of any comments, the design will be advanced to the 95 percent level by adding the details of construction and contractor instructions to clearly describe what is expected and how payment is made for the work elements. The 95 percent package will be submitted for the City's review and comment and, after a brief City review, for FAA review and comment. Simultaneously, the plans will be available to stakeholders as noted in Task 6.

Upon receipt of comments from the City and FAA, any final revisions will be made and bid-ready documents produced and delivered to the City for on-line distribution.

Plans: The plan set will be developed following the drafting standards that we have developed for the City and have used on many FAA-funded projects. It will include sheets for overall project layout, survey control, typical sections, plans and profiles, marking plans, details, obstruction removal, sign relocation, cross sections, and miscellaneous other information as needed.

Specifications: The specifications will utilize the City's standard bidding and general contract provisions and State of Alaska Standard Specifications for Airports, as approved by FAA. Deviations from standard specifications or FAA design criteria will be summarized in a "Modifications to Standards" memorandum, submitted with the specifications.

Estimate: The construction cost estimate will be refined and revised at each submittal phase to account for updates in bid items, quantities, and bid prices. Any lump sum assumptions will be documented.

Quality Control/Quality Assurance: David Lundin will be responsible for quality control of all documents and will review all submittals for completeness and accuracy. Scott Hattenburg will provide a quality assurance review on the 95 percent documents; his comments will be addressed prior to the bid-ready submittal.

TASK 6—STAKEHOLDER COORDINATION

Stakeholders will be invited to an initial meeting where we will present the project and hear from users their thoughts on how impacts can be minimized. Stakeholder concerns will be documented and discussed with the City. Solutions, such as strategic construction scheduling and phasing, using Taxiway A as a temporary runway, and night construction will be considered in the preliminary design and presented to the stakeholders. Stakeholder communication during the design process will be maintained through a monthly email newsletter that will provide updates on the design and schedule. A second stakeholder meeting will be coordinated with the City's 95 percent design review. This meeting will provide an opportunity to present the design and learn about any stakeholder operational changes.

TASK 7—BIDDING AND GRANT ASSISTANCE

On behalf of the City, we will prepare the Invitation to Bid, respond to bidders' questions, conduct a pre-bid conference, issue written addendums, tabulate bids, check proposals for completeness, review bonding and insurance submittals, and provide a written recommendation for award based on the lowest responsive bid.

HDL will draft an FAA grant application and coordinate with FAA so the grant can be awarded as soon as possible after bid opening. We will submit a draft grant application for FAA review based on the engineer's construction cost estimate, and will update the application with the actual bid amount after bid opening.

AIRPORT SAFETY

Airport safety during our survey, geotechnical, and engineering field work is of utmost importance. HDL will review with the City how we will safely conduct field operations. Notices-to-Airmen (NOTAMs) will be properly filed. Survey instruments will be set up outside air operation areas, and the time spent near runways and taxiways will be minimized. Geotechnical drilling within air operation areas will be conducted at night using a properly closed and marked runway. Our trained crews will continuously monitor the common traffic advisory frequency. They will keep a watchful eye for surprise air traffic and give it first priority. Vehicles and drill rigs will be marked with beacons. Frank Kelly will be briefed in advance of all field activity.

ASSUMPTIONS

The following assumptions were used in developing this fee proposal:

1. Environmental documentation will be completed by separate contract.
2. Field surveying and geotechnical evaluations to be performed in fall 2016 in leaf-off, no snow conditions. Snow depth greater than 6 inches or temperatures below 20 degrees F may delay production and require additional budget.
3. GPS survey methods will be used where possible and supplemented by conventional survey techniques where needed.
4. The project will be bid in one package, one time, using additive alternates where needed to maximize the use of available funding. Alternates will be determined from the 65 percent submittal.

5. Taxilane L extension is not included.
6. A CSPP for surveying and geotechnical evaluation fieldwork is not required.

SCHEDULE

Upon NTP we will commence the project initiation and fieldwork tasks as soon as possible. Due to the delay in award, the originally proposed project schedule will be updated and submitted upon NTP.

FEE

We propose to provide the aforementioned services on a time and expenses basis for a budget not to exceed **\$420,492** as detailed on the attached worksheet. We anticipate this contract will be broken into two phases, as follows:

	TASKS	PHASE TOTAL	APPROVAL DATE
Phase 1	1, 2, 3, 4, 6	\$237,913	November 2016
Phase 2	5, 7	\$182,579	January 2017

Thank you for your confidence and we look forward to continuing our work with you. Please contact me if you have any questions.

Sincerely,

HDL Engineering Consultants, LLC



David Lundin, PE
Principal / Civil & Environmental Engineer

attach: Proposed Fee Worksheet (dated 10-28-16)

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants				PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34							
TASK NO: 0		TASK DESCRIPTION: Project Initiation							DATE: 10/28/2016		
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>				PREPARED BY: David Lundin					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION									
		Project Manager	Aviation Engineer	Sr. Aviation Engineer	Eng. Assistant	Clerical					
	Management & Coordination	4				2					
	Project Kickoff Meeting	4	4	4	8	2					
	Project Scoping										
	Cost Estimates	4	8		12						
	FAA Coordination	4	8	4							
TOTAL LABOR HOURS		16	20	8	20	4	0	0	0	0	0
* LABOR RATES (\$/HR)		\$170.00	\$140.00	\$175.00	\$95.00	\$80.00					
LABOR COSTS (\$)		\$2,720.00	\$2,800.00	\$1,400.00	\$1,900.00	\$320.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSES											
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	COMMENTS: Assumes an initial construction cost estimate for the Large Aircraft Apron Expansion, including comparative options of a) imported gravel and b) reuse of gravel from the abandoned service road. Apron Expansion will be further broken down into 1) a minimal width to provide lease lot access and 2) full build-out.						
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
Markup at 10%				\$0.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$9,140				
					IF CPFF, TOTAL INDIRECT COST @		0.00%		\$0		
					FIRM'S TOTAL EXPENSES		\$0				
					FIRM'S TOTAL COST (no Subcontracts or Fee)		\$9,140				
SUB-CONTRACTORS: Firm Initials and Price Per Task											
FIRM:					Subtotal	10% Markup					
AMOUNT:					\$0	\$0	TOTAL SUBCONTRACTOR PRICES:		\$0		

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

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants				PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34							
TASK NO: 1		TASK DESCRIPTION: Surveying & Mapping							DATE: 10/28/2016		
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: Brad Rinckey				
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION									
		Project Manager	Lead Surveyor	Project Surveyor	Survey Tech.	1-Man Crew	2-Man Crew	Clerical			
	Management & Coordination	4	4					2			
	Research		2	4							
	Horizontal Control		1	8	8		16				
	Vertical Control		1	8	12		16				
	Topographic Survey		1	16	40	8	56				
	Utility Survey		1	4	4	8					
	Survey Base Map Drawing	2	4	40	100						
	Survey Control Drawing	2	4	16	40						
TOTAL LABOR HOURS		8	18	96	204	16	88	2	0	0	0
* LABOR RATES (\$/HR)		\$170.00	\$150.00	\$140.00	\$105.00	\$150.00	\$210.00	\$80.00			
LABOR COSTS (\$)		\$1,360	\$2,700	\$13,440	\$21,420	\$2,400	\$18,480	\$160	\$0	\$0	\$0
EXPENSES											
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	COMMENTS: .						
		0	\$0.00	\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
				\$0.00							
Markup at 10%				\$0.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price): \$59,960						
					IF CPFF, TOTAL INDIRECT COST @ 0.00% \$0						
TOTAL EXPENSES:				\$0	FIRM'S TOTAL EXPENSES \$0						
SUB-CONTRACTORS: Firm Initials and Price Per Task					FIRM'S TOTAL COST (no Subcontracts or Fee) \$59,960						
FIRM:				Subtotal	10% Markup						
AMOUNT:				\$0	\$0	TOTAL SUBCONTRACTOR PRICES: \$0					

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

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants			PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34												
TASK NO: 2	TASK DESCRIPTION: Geotechnical Evaluation								DATE: 10/28/2016						
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: Doug Simon								
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION													
		Project Manager	Geotech. Engineer	Geotech. Eng. Asst.	Drafter	Clerical									
	Management & Coordination	2	4			2									
	Literature Review		4	4											
	Work Plan		8												
	Geotechnical Exploration														
	Right-of Entry/Utility Locate			4											
	Mobilization/Demobilization		3												
	Fieldwork		18	48											
	Laboratory Testing		4												
	Report & Recommendations														
	Draft Report & Recommendations	2	16	28	8	4									
	Final Report & Recommendations	2	4	8	2	2									
TOTAL LABOR HOURS		6	61	92	10	8	0	0	0	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$170.00	\$145.00	\$100.00	\$80.00	\$80.00									
LABOR COSTS (\$)		\$1,020.00	\$8,845.00	\$9,200.00	\$800.00	\$640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSES												COMMENTS: Includes total 17 borings to 10 feet deep or through fill; 4 in north 1,000 feet of RW 16-34, 6 in south 5,000 feet of RW 16-34, 4 in apron expansion area, and 3 in the abandoned service road. Also includes 20 pavement corings; 10 in north 1,000 feet of RW 16-34 and 10 in south 5,000 feet of RW 16-34. Recommendations will be provided in report.			
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE											
	Miscellaneous Field Equipment	1	\$500.00	\$500.00											
	Runway closure lighted X's	1	\$2,000.00	\$2,000.00											
	Markup at 10%			\$250.00											
	Laboratory Testing	1	\$15,210.00	\$15,210.00											
	Vehicle	5	\$80.00	\$400.00											
	Coring Equipment	2	\$100.00	\$200.00											
				TOTAL EXPENSES:	\$18,560	FIRM'S TOTAL COST OF LABOR (or Fixed Price):				\$20,505					
						IF CPFF, TOTAL INDIRECT COST @				0.00%	\$0				
						FIRM'S TOTAL EXPENSES				\$18,560					
						FIRM'S TOTAL COST (no Subcontracts or Fee)				\$39,065					
SUB-CONTRACTORS: Firm Initials and Price Per Task															
FIRM:	Driller					Subtotal	10% Markup								
AMOUNT:	\$12,300					\$12,300	\$1,230	TOTAL SUBCONTRACTOR PRICES:				\$13,530			

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

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants			PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34									
TASK NO: 3		TASK DESCRIPTION: Engineer's Design Report								DATE: 10/28/2016		
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: David Lundin					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		Project Manager	Aviation Engineer	Sr. Aviation Engineer	Eng. Assistant	Drafter	Clerical					
	Management & Coordination	16					2					
	Draft Report	8	80		40		8					
	Plans (35%)	27	76	19	110	68	0					
	Quantities & Cost Estimate (35%)	8	24		24							
	Final Report	8	16	4	24		8					
TOTAL LABOR HOURS		67	196	23	198	68	18	0	0	0	0	
* LABOR RATES (\$/HR)		\$170.00	\$140.00	\$175.00	\$95.00	\$105.00	\$80.00					
LABOR COSTS (\$)		\$11,390.00	\$27,440.00	\$4,025.00	\$18,810.00	\$7,140.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	
SUB-TASK NO.		ITEM(S)		QUANTITY	UNIT PRICE	TOTAL PRICE	COMMENTS: Civil plan set for 35% is assumed to include 26 sheets and does not include pavement marking plans. Electrical plans add 2 sheets. Plan & Profile 11x17 sheets at 1"=60'					
						\$0.00						
						\$0.00						
						\$0.00						
						\$0.00						
						\$0.00						
Markup at 10%						\$0.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$70,245			
						\$0.00	IF CPFF, TOTAL INDIRECT COST @		0.00%			
						\$0	FIRM'S TOTAL EXPENSES		\$0			
SUB-CONTRACTORS: Firm Initials and Price Per Task						FIRM'S TOTAL COST (no Subcontracts or Fee)		\$70,245				
FIRM:	EDC				Subtotal	10% Markup						
AMOUNT:	\$2,115				\$2,115	\$212	TOTAL SUBCONTRACTOR PRICES:		\$2,327			

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

COST ESTIMATE PER TASK

FIRM: EDC, Inc.				PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34									
TASK NO: 3		TASK DESCRIPTION: Engineer's Design Report							DATE: 10/28/2016				
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>				PREPARED BY: John Pepe							
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION											
		Lead Elec. Engineer	Eng. Assistant	Drafter	Clerical								
	Management & Coordination	2											
	Draft Report	2	1										
	Plans (35%)	2	1										
	Quantities & Cost Estimate (35%)	1	1										
	Final Report	2	1										
TOTAL LABOR HOURS		9	4	0	0	0	0	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$175.00	\$135.00	\$120.00	\$85.00								
LABOR COSTS (\$)		\$1,575.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSES					COMMENTS:								
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE									
				\$0.00									
				\$0.00									
				\$0.00									
				\$0.00									
				\$0.00									
				\$0.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$2,115						
				\$0.00	IF CPFF, TOTAL INDIRECT COST @		0.00%	\$0					
				\$0	FIRM'S TOTAL EXPENSES		\$0						
SUB-CONTRACTORS: Firm Initials and Price Per Task				FIRM'S TOTAL COST (no Subcontracts or Fee)		\$2,115							
FIRM:													
AMOUNT:					TOTAL SUBCONTRACTOR PRICES:		\$0						

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

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants				PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34								
TASK NO: 5		TASK DESCRIPTION: Final Design							DATE: 10/28/2016			
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>					PREPARED BY: David Lundin					
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION										
		Project Manager	Aviation Engineer	Sr. Aviation Engineer	Eng. Assistant	Drafter	Clerical					
	Management & Coordination	40					8					
	Plans (65%)	38	130	10	147	105	0					
	Specifications (65%)	8	40		16		4					
	Quantities & Cost Estimate (65%)	4	16		24							
	Plans (95%)	38	144	9	209	105	0					
	Specifications (95%)	4	32	4	16		4					
	Quantities & Cost Estimate (95%)	4	8	4	24							
	Plans (Bid-ready)	8	40	4	40	40	0					
	Specifications (Bid-ready)	2	8	4	8							
	Quantities & Cost Est. (Bid-ready)	2	4	2	12							
TOTAL LABOR HOURS		148	422	37	496	250	16	0	0	0	0	
* LABOR RATES (\$/HR)		\$170.00	\$140.00	\$175.00	\$95.00	\$105.00	\$80.00					
LABOR COSTS (\$)		\$25,160.00	\$59,080.00	\$6,475.00	\$47,120.00	\$26,250.00	\$1,280.00	\$0.00	\$0.00	\$0.00	\$0.00	
EXPENSES												
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE	COMMENTS: Final plan set is assumed to include 36 sheets plus electrical plans and earthwork cross-sections.							
				\$0.00								
				\$0.00								
				\$0.00								
				\$0.00								
				\$0.00								
	Markup at 10%			\$0.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$165,365					
				\$0.00	IF CPFF, TOTAL INDIRECT COST @				0.00%	\$0		
				TOTAL EXPENSES:	\$0		FIRM'S TOTAL EXPENSES			\$0		
SUB-CONTRACTORS: Firm Initials and Price Per Task											FIRM'S TOTAL COST (no Subcontracts or Fee)	\$165,365
FIRM:	EDC					Subtotal	10% Markup					
AMOUNT:	\$5,840					\$5,840	\$584	TOTAL SUBCONTRACTOR PRICES:			\$6,424	

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

COST ESTIMATE PER TASK

FIRM: EDC, Inc.				PROJECT TITLE: Engineering Services for Rehab/Repaving RW 16-34									
TASK NO: 5		TASK DESCRIPTION: Final Design - Electrical for Illuminated Sign Relocation							DATE: 10/28/2016				
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>				PREPARED BY: John Pepe							
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION											
		Lead Elec. Engineer	Eng. Assistant	Drafter	Clerical								
	Management & Coordination	2											
	Plans (65%)	3	4	3									
	Specifications (65%)	2	3										
	Quantities & Cost Estimate (65%)	1	1										
	Plans (95%)	2	3	3									
	Specifications (95%)	1	2										
	Quantities & Cost Estimate (95%)	1	1										
	Plans (Bid-ready)	1	2	2									
	Specifications (Bid-ready)	1	1										
	Quantities & Cost Est. (Bid-ready)		1										
TOTAL LABOR HOURS		14	18	8	0	0	0	0	0	0	0	0	0
* LABOR RATES (\$/HR)		\$175.00	\$135.00	\$120.00	\$85.00								
LABOR COSTS (\$)		\$2,450.00	\$2,430.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSES					COMMENTS:								
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE									
				\$0.00									
				\$0.00									
				\$0.00									
				\$0.00									
				\$0.00									
				\$0.00									
					FIRM'S TOTAL COST OF LABOR (or Fixed Price): \$5,840								
					IF CPFF, TOTAL INDIRECT COST @ 0.00%: \$0								
					FIRM'S TOTAL EXPENSES: \$0								
					FIRM'S TOTAL COST (no Subcontracts or Fee): \$5,840								
SUB-CONTRACTORS: Firm Initials and Price Per Task													
FIRM:													
AMOUNT:					TOTAL SUBCONTRACTOR PRICES: \$0								

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



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program
Grant Agreement

Grant Agreement Number 15-DC-128	Vendor Number CIP84644	Amount of State Funds \$400,000.00	
Encumbrance Number/AR/Lapse Date / 10027 / 06/30/2019		Project Title Airport Pavement Repairs	
Grantee		Department Contact Person	
Name City of Palmer		Name Caitlin Frye	
Street/PO Box 231 West Evergreen Avenue		Title Grant Administrator I	
City/State/Zip Palmer, Alaska 99645		Street/PO Box 211 Cushman Street	
Contact Person Esther C. Greene		City/State/Zip Fairbanks, Alaska 99701	
Phone (907) 761-1303	Fax (907) 745-0930	Phone (907) 451-2717	Fax (907) 451-2742
Email egreene@palmerak.org		Email caitlin.frye@alaska.gov	

AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and the **City of Palmer** (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$400,000.00**.

Section II. The Grantee shall perform all of the work required by this Agreement.

Section III. The work to be performed under this Agreement begins **July 1, 2014** and shall be completed no later than **June 30, 2019**.

Section IV. The Agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
 2. Project Budget
 3. Project Management
 4. Reporting
- Attachment B: Payment Method
- Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

Grantee		Department	
Signature 		Signature 	
Printed Name and Title Joe Hannan, City Manager		Printed Name and Title Pauletta Bourne, Grants Administrator III	
Date 10-9-14		Date 10-16-14	

Reviewed by: _____

Attachment A Scope of Work

1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$400,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities SLA 2014, SB 119, Chapter 18, Section 1, Page 15, and Line 27] is to provide funding to the City of Palmer for use towards Airport Pavement Repairs. The objective of this project is to provide funding to repair and repave Runway 16/34, ramps, and taxiways at the Palmer Airport.

This project may include, but is not limited to:

- Match funding toward Federal Aviation Administration (FAA) project funds
- Design, engineering, and construction services, including project coordination with FAA
- Administration

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

2. Project Budget

Cost Category	Grant Funds
Project Funds	\$381,000.00
Administration	\$19,000.00
Total Grant Funds	\$400,000.00

3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

4. Reporting

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

Attachment B Payment Method

1. Reimbursement Payment

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

2. Advance Payment

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

3. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

Attachment C Standard Provisions

Article 1. **Definition**

“Department” refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

Article 2. **Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. **Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. **Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. **Access to Records**

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. **Reports**

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 13. Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A

State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section "influencing legislative action" means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Hiring Preferences—AS 36.10

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 - 36.10.175 for employment generated by the grant.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

Alaska Product Preferences—AS 36.15

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit

City of Palmer
Information Memorandum No. 17-0XX
Resolution No. 17-0XX

Subject: Resolution No. 17-0XX: Adoption of the Warren "Bud" Woods Palmer Municipal Airport Master Plan 2016, developed by HDL Engineering Consultants.

Agenda of: January 17, 2017

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


Originator Information:

Originator: Frank J. Kelly, Airport Superintendent

Department Review:

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

Approved for Presentation By:

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

Certification of Funds:


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

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):

- Resolution No. 17-0XX
- AAC Resolution 16-002
- Palmer Master Plan Report Vol. 1
- Palmer Master Plan Report Vol. 2

Summary Statement:

In early 2014, HDL Engineering Consultants was awarded the contract to assist the City of Palmer in updating the Airport Master Plan for the Palmer Municipal Airport. During the entire process, the Airport Advisory Commission in conjunction with Airport Management, Public Works and City Administration have worked closely with HDL to produce the New Airport Master Plan dated August 2016.

The Airport Advisory Commission (AAC) has thoroughly reviewed this document, recommended certain enhancements, changes or revisions and is now satisfied with the end results. The AAC recommends that the Palmer City Council accepts this New Airport Master Plan as outlined in AAC Resolution 16-002.

Administration's Recommendation:

Approve Resolution No. 17-0XX Accepting the new Airport Master Plan dated August 2016.

Introduced by:

Date:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 17-0XX

A Resolution of the Palmer City Council Adopting the Warren "Bud Woods" Palmer Municipal Airport Master Plan 2016, developed by HDL Engineering Consultants.

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

WHEREAS, the Palmer City Council voted to update the Airport Master Plan in 2014 and to allow the Palmer City Manager to enter into and execute a professional services agreement with HDL Engineering Consultants, to develop the City of Palmer Airport Master Plan to keep the City of Palmer airport in compliance with Federal Aviation Administration (FAA) requirements; and

WHEREAS, HDL Engineering Consultants has completed the Warren "Bud" Woods Palmer Municipal Airport Master Plan 2016; and

WHEREAS, the Airport Advisory Commission (AAC) advises the City in matters pertaining to the airport; and

WHEREAS, the AAC recommends the City Council accept the Warren "Bud" Woods Palmer Municipal Airport Master Plan 2016; and

NOW, THEREFORE, BE IT RESOLVED the Palmer City Council hereby adopts the Warren "Bud" Woods Palmer Municipal Airport Master Plan 2016 as developed by HDL Engineering Consultants.

Approved by the City Council of the City of Palmer, Alaska, this ____ day of _____, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Introduced by: Airport
Superintendent
Date: December 22, 2016
Action: Approved
Vote:

Yes: _____ No: _____

Lee
Helmericks
Linn
Momarts
More
Weaver
Jardine

**CITY OF PALMER, ALASKA
Resolution No. 16-002**

**A RESOLUTION OF THE CITY OF PALMER AIRPORT ADVISORY
COMMISSION RECOMMENDING THAT THE CITY COUNCIL ACCEPT THE
AIRPORT MASTER PLAN UPDATE AT THE WARREN "BUD" WOODS
PALMER MUNICIPAL AIRPORT .**

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

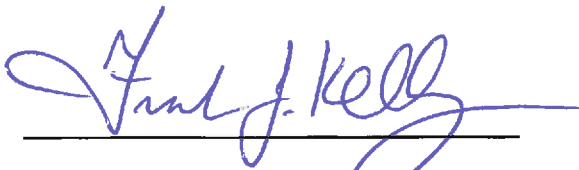
WHEREAS, the Airport Advisory Commission (AAC) advises the City in matters pertaining to the Airport; and

WHEREAS, the AAC Resolutions are the primary method of transmitting recommendations and observations to the City Council; and

WHEREAS, the AAC recommends The City Council accept the **Palmer Airport Master Plan Update.**

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF PALMER AIRPORT ADVISORY COMMISSION RECOMMENDS THAT THE CITY COUNCIL ACCEPT THE 2016 AIRPORT MASTER PLAN UPDATE (AS PRESENTED ON THE CITY WEBSITE ON THIS DATE) FOR THE WARREN "BUD" WOODS PALMER MUNICIPAL AIRPORT.

Passed and approved by the Airport Advisory Commission of the City of Palmer, Alaska this 22nd day of December 2016.



Frank Kelly, Airport Superintendent



John Lee, Chairperson



Norma I. Alley, MMC
City Clerk

Direct: (907) 761-1301
Fax: (907) 745-0930

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

TO: Mayor DeVries and City Council Members
FROM: Norma I. Alley, MMC
DATE: January 24, 2017
SUBJECT: Golden Heart Lifetime Achievement Award Nominees

To date, the following persons have been made nominated to receive the Golden Heart Lifetime Achievement Award (listed in alphabetical order):

- Stan Guthrie
- Eve Hermon
- Gene Horner
- Pat Lawton

Previous Recipients have been:

- 2014
 - Leisa Carrick
 - Ruth Estelle
 - Pat Lawton
 - Denise Statz
- 2015
 - No award was given this year
- 2016
 - Wayne Bouwens
 - Janette Bower
 - Jo Ehmann
 - Ken Erbey

Code States:

2.04.150 Golden Heart Lifetime Achievement Award.

The purpose of the Golden Heart Lifetime Achievement Award is to honor member of the Palmer community that has exhibited kindness, passion, and the unwavering pioneering spirit of Palmer.

A. The council shall submit nominations on or before the second meeting of January and select a winner at the second meeting of January.

B. The mayor shall present the award to the selected award winner, the week of February 14th. (Ord. 13-013 § 3, 2013)

January 5, 2017

To: The Palmer City Council

231 West Evergreen Ave

Palmer, AK 99645

Honorable Mayor Edna DeVries and Members of the Palmer City Council.

The purpose of the Golden Heart Lifetime Achievement Award is to honor a member of the Palmer community who has exhibited kindness, passion, and the unwavering pioneering spirit of Palmer. Most often this individual contributes or has contributed to the community for a period of time that entails decades of multiple areas that have proven to improve and maintain a high standard of quality of life that benefits many members of the community.

I wish to submit the name of one such citizen of Palmer; Eva "Eve" Hermon for your consideration.

Her family has given me permission to use selections from her obituary to support my nomination.

Eve came to Palmer, Alaska after accepting a nursing position at the Valley Hospital. She had received a degree in nursing from St. Alphonsus Hospital in Boise, Idaho, in 1952 and had been employed by White Pine Country Hospital until 1956. Eve immediately embraced her new responsibilities and home with vigor and determination to be a true asset to the community. And she truly became just that over the next 60 years.

Marrying Matanuska Valley Colonist Ben Hermon, beginning their 57 years together in 1957, she raised a family of four children welcoming extended family and friends into their home often. Indeed many of the early stories I heard upon coming to Palmer 30 years ago were from friends and classmates of her children who were frequently in her home around the dinner table.

Over the years Eve participated in many community organizations including PTA, Little League sports and Scouting, American Cancer Society and programs through St. Michael's Catholic Church while continuing to work as a registered nurse until retiring in the late 1980's. Retirement did not slow her down as she continued her heart-felt commitment to Palmer. She was very instrumental in the formation of the original Hospice Care group through Valley Hospital and was a mainstay volunteer for programs sponsored by St Michael's. My father when he moved to Palmer in 2001 remarked that he was enjoying the new friendships made at meetings of a revived Palmer Neighborhood Watch that included Eve Hermon who at the age of 71 was serving as the group's secretary.

Eve was an exemplary model for six decades of caring for her church, her family and exhibiting civic pride in a manner that has inspired many others to live such lives of service. Palmer is a much richer community for having had her show us the way with willing hands and a generous heart. Please consider conferring the Golden Heart Lifetime Achievement Award recognizing these decades of service on Eva "Eve" Hermon.

Respectfully,

Linda A. Combs



Deputy Mayor for the City of Palmer

http://www.frontiersman.com/news/palmer-s-horner-receives-veterans-advocacy-award/article_2d388150-af40-11e6-b435-97ce83231638.html

Palmer's Horner receives veterans advocacy award

Frontiersman staff Nov 20, 2016



Frontiersman file photo

Gene Horner received the 2016 Governor's Veterans Advocacy Award at a Veterans Day ceremony Nov. 11.

Palmer resident, Vietnam veteran and well-known bugler Gene Horner has been named the 2016 Governor's Veterans Advocacy Award winner.

Alaska Gov. Bill Walker joined in the presentation made during this year's Veterans Day ceremony at the Alaska National Guard Armory on Joint Base Elmendorf-Richardson. State Director of the Office of Veterans Affairs Verdia Bowen joined in honoring Horner for his service.

"Gene Horner is a humble advocate for all veterans, but is best known for his long term devotion playing Taps," Bowen said. "You will find Gene at veteran funerals across the state, ensuring they are bestowed the honor they deserve for their service to this great nation."

Horner began playing trumpet around age 10. In 1967 he enlisted in the Army, as he stated "a little early" at the age of 17. It is then that his playing really picked up. At the height of the Vietnam War, Horner sounded Taps for nearly 200 funerals in a three-month period. After a military stop in Anchorage in 1968, Horner was struck by Alaska's beauty and knew he would return. He later did just that, moving to Alaska in 1977.

Horner was unanimously selected for this award by members of the Alaska Veterans Advisory Council.

"Since 1999 Gene has offered his services as an unpaid volunteer. His commitment to veterans and their families, Veteran Service Organizations, and many other groups makes him an exemplary recipient for this award," Bowen said.

The Governor of Alaska's Veterans Advocacy Award recipient(s) are announced annually on Veterans Day. Any individual or organization may nominate an Alaskan resident for the honor. He or she need not be a veteran, the council said.

Honorees have demonstrated a significant service to veterans and their families; and given veterans extraordinary personal concern, compassion, and commitment. They may also have been involved in the formation and participation of a new, innovative or creative volunteer program, event or project.

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2016 Governor's Veterans Advocacy Award goes to Vietnam veteran

JOINT BASE ELMENDORF-RICHARDSON, Alaska — A Vietnam veteran and Palmer resident has been named the 2016 Governor's Veterans Advocacy Award winner.

Gene Horner received the award during the Veterans Day ceremony Nov. 11 at the Alaska National Guard armory on Joint Base Elmendorf-Richardson. Alaska's Governor Bill Walker and Verdie Bowen, director of the State Office of Veterans Affairs, presented the award to Horner.

"Gene Horner is a humble advocate for all veterans, but is best known for his long term devotion playing Taps," Bowen said. "You will find Gene at veteran funerals across the State, ensuring they are bestowed the honor they deserve for their service to this great nation."

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