

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
February 28, 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. 17-004**: Amending Palmer Municipal Code Sections 4.30.100 Personal Leave Donations (IM No. 17-011).....Page 3
 - b. **Action Memorandum No. 17-012**: Authorize the City Manager to Purchase Two New Police Patrol Vehicles and Equipment in the Amount of \$89,208.00, as Approved by the 2017 Budget, and to Purchase the Vehicles Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to the State of Alaska Contract PricingPage 7
- E. Communication and Appearance Requests
- F. Reports
 - 1. City Manager's Report.....Page 9
 - 2. City Clerk's Report
 - 3. Mayor's Report.....Page 17
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearing
 - 1. **Ordinance No. 17-002**: Amending Palmer Municipal Code Chapter 12.24.025.E Regarding Firearms in City Parks, Amending 12.24.025.J. Animals in Parks and Recreational Facilities, Adding 12.24.025.M. Establishing Hours During Which Parks are Closed, Adding 12.24.025.N Establishing Quiet Hours in Parks; and Amending 12.24.030 to Update Park Use Permits Process (IM No. 17-004) (2nd Public Hearing) (Pending Motion)Page 19
 - 2. **Ordinance No. 17-003**: Repealing Ordinance No. 428 and Adopting Palmer Municipal Code Title 7, Airport Regulations (IM No. 17-006)Page 29
 - 3. **Resolution No. 17-012**: Authorizing the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of Not to Exceed \$4,816,000.00 and the Borrowing of Said Amount for Purposes of Financing Wastewater Utility Improvements; Establishing the Terms of the Utility Revenue Bond; and Related Matters (IM No. 17-012) .Page 51

4. **Resolution No. 16-001-C:** Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2016 (IM No. 16-047)Page 63
- I. Action Memoranda
1. **Action Memorandum No. 17-013:** Authorize the City Manager to Sign Amendment No. 5 to the Palmer Museum of History and Art Contract for Curatorial, Archival and Museum Services to Reflect Payments for 2017.....Page 73
 2. **Action Memorandum No. 17-014:** Authorize the City Manager to Sign Amendment No. 2 to the Visitors Information Services Contract Awarded to the Palmer Museum of History and Art to Reflect Payments for 2017.....Page 85
 3. **Action Memorandum No. 17-015:** Authorize the City Manager to Negotiate and Execute a Contract with the Matanuska Susitna Borough (MSB) for Animal Control ServicesPage 99
 4. **Action Memorandum No. 17-016:** Approve a Council Community Grant in the Amount of \$465.00 to Palmer High School to Support Rockin' Hockey 2017.....Page 109
- J. Record of Items Placed on the Table
- K. Audience Participation
- L. Council Member Comments
- M. Executive Session
1. Pending Litigation; Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the City Concerning the Mountain Rose Estates Condominium Owners Association, Inc. vs. City of Palmer Superior Court No. 3PA-16-02060 CI (Note: City Council may take action following the executive session)
- N. Adjournment

Tentative 2017 Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
March 14	Special	6 pm	PRCRAB
March 14	Regular	7 pm	
March 21	Special	6 pm	Goal Setting
March 28	Regular	7 pm	
April 4	Special	7 pm	PZC
April 11	Regular	7 pm	
April 25	Regular	7 pm	

**City of Palmer
Information Memorandum No. 17-011
Ordinance No. 17-004**

Subject: Ordinance No. 17-004: Amending the City of Palmer Municipal Code Chapter 4.30.100 Personal Leave Donations

Agenda of: February 28, 2017

Council Action: **Adopted** **Denied**
 Amended: _____


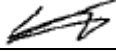
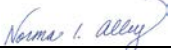
Originator Information:

Originator: City Manager Wallace

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):

- Ordinance No. 17-004

Summary Statement:

- The personnel code (Title 4) has a single line addressing personal leave donation. Due to the complex nature and to prevent confusion in the future on how and when personnel leave donation is appropriate and authorized it is recommended that it section 4.30.100 be further defined. The purpose of this change is to be fair and consistent with all employees and improve the current process.

- Section 4.30.100 Personal Leave Donations of Palmer Municipal Code (PMC) is recommended to be amended as follows:
 - Define long-term illness
 - Set guidelines to request and receive personal leave donations
 - Set guidelines for unused donated leave

Administration's Recommendation:

Adopt Ordinance No. 17-004 amending the City of Palmer Municipal Code Chapter 4.30.100 Personal Leave Donations.

Introduced by: City Manager

Date:

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Ordinance No. 17-004

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Sections 4.30.100 Personal Leave Donations

WHEREAS, the current language in section 4.30.100 does not address use or definitions of conditions for use of leave donations and;

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 4.30.100 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

4.30.100 Personal leave donations.

- A. Personal leave contributions. On a volunteer basis, an employee may contribute personal leave in an hourly dollar exchange to an employee who has encountered a long-term illness and is need of personal leave.
- B. Long term illness defined. A long-term illness is defined as a medical condition involving either the employee or the employee's family member and:
 - 1. Requires the employee to be absent from work for a prolonged period of two or more weeks; and
 - 2. Results in a loss of income because of the employee's lack of available accrued leave.
- C. Requests for leave donations must be in writing.
 - 1. To be considered a leave recipient, the employee shall submit a written request to human resources stating the reason why leave is needed.
- D. Use of donated leave. The employee may only use donated leave for the purposes related to the medical condition for which the leave recipient was originally approved.
- E. Employee leave donations.
 - 1. The city's leave donation form must be completed by the employee donating leave.
 - 2. The form must be submitted to human resources.

3. The form will be approved or denied by the city manager.
 4. Employees are prohibited from requesting leave donations from other employees.
- F. Unused donated leave. All unused donated leave will be returned to the leave donor(s) when the employee returns to work or medical condition ends.

Section 4. Effective Date. Ordinance No. 17-004 shall take effect upon adoption by the City of Palmer City Council.

Adopted this ____ day of _____, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Action Memorandum No. 17-012**

Subject: Authorize the City Manager to Purchase Two New Police Patrol Vehicles and Equipment in the Amount of \$89,208.00, as Approved by the 2017 Budget, and to Purchase the Vehicles Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to the State of Alaska Contract Pricing

Agenda of: February 28, 2017

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

Originator Information:

Originator: Chief of Police Ketterling

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u> X </u>	Finance	<u><i>E. Greene</i></u>	<u> 1-16-17 </u>
_____	Fire	_____	_____
<u> X </u>	Police	<u><i>David Ketterling</i></u>	<u> 1-16-17 </u>
_____	Public Works	_____	_____

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

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: \$ 89,208.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 09-01-10-6048
- Not budgeted

Director of Finance Signature: *E. Greene*

Attachment(s):

- None

Summary Statement:

In the 2017 City of Palmer Council approved budget, funds were budgeted for the purchase of two new police patrol vehicles.

This action memorandum authorizes the City Manager to purchase two new police vehicles from Worthington Ford at a combined cost of \$59,424.00 using the current State of Alaska contract pricing. This action memorandum also authorizes the balance of the funds (\$29,784) to be used for the purchase and installation of the emergency vehicle equipment required for safe patrol operations. The emergency equipment and installation will be from Alaska Safety Inc., also using current State of Alaska contract pricing.

The City of Palmer Administration chose to take advantage of its ability to attach to the State of Alaska contract for purchase of patrol vehicles for the following reasons:

- The City of Palmer did not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to the State of Alaska that purchases many light duty vehicles per year, enjoys a greater discount versus buying patrol vehicles every few years; and
- The City of Palmer benefits from the fact that the State of Alaska procurement is locked into fuel, freight, and production rates based on last fall's pricing that is normally lower than the escalating fuel and steel surcharges that have increased shipping and production costs.

3.21.230 Governmental and proprietary procurements.

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
 1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
 2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
 3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

Administration's Recommendation:

Approve Action Memorandum No. 17-012

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
1	Waste Water Treatment Plant Upgrades: MMBR and Secondary Clarifiers to meet EPA/ADEC permit	\$9,000,000- \$14,000,000 (revised estimate after 65%~ \$12,610,290)	August 2020		\$842,107 as of January	Funding Sources On hand: State Grant \$2.5M State Grant: \$145k Enterprise or GF: \$600,000 Applied
a	Engineering/Design to EPA and ADEC (65%)	\$ 900,000	December	Complete	\$842,107 APPROVED	
b	Material Bid (MMBR system components)		December	Complete		
c	Material Bid Award (MMBR system components)	\$ 1,100,000	December	Complete	\$918,760 APPROVED	
d	Financing options(USDA and/or interim financing)		January/February	Working		State Grant for FY 18 not available
e	Permitting from DEC and State Fire Marshall		February	DEC on hand		DEC permit approved and on hand
f	Construction Bid Doc (95%/Final) to USDA		February			Submtted to USDA for review
g	Townhall on financing and project timelines		March			Discuss project timelines, financing and financing impacts to rates
h	Bond Resolution to Council		March			
i	Construction Bid Award (pending financing) to Council	\$ 9,000,000	March			
j	Townhall on construction schedule		April			Discuss construction schedule, noise/dust mitigation
k	Construction Commence		May			
l	Secondary Clarifier Construction Commence		June 2018			
m	MMBR System on line for testing		July 2018			
n	MMBR System tesing complete		April 2019			
o	Secondary Clarifiers on line		August 2020			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
2	Rehabilitate RW 16/34 & Related Improvements	\$10,000,000- \$11,500,000	October 2017	Pre-Liminary Application Approved by FAA		Funding Sources On hand: State Grant: \$400K COP: \$225k Anticipated FAA: \$9.375M - \$10.781M
a	Engineering/Design in 2 Phases	Phase 1 \$237,913 Phase 2 \$182,579 Total \$420,492	May-17	Phase I nearing completion	\$237, 913 APPROVED	
b	Project Initiation		December	Complete		Phase 1 task
c	Stakeholder Coordination		December	Complete		
d	Surveying & Mapping		Jan-17	Ongoing		Phase 1 task
e	Geotechnical Evaluation		December	Ongoing		Phase 1 task
f	Engineer's Design Report (35%)		Jan-17	Complete		EDR 35% to FAA for Review & Comment 01/10/2017
g	Phase 2 Design funding approval		Jan-17	Complete	\$182,759 Approved	
h	Construction Safety & Phasing Plan		Mar-17			
i	Final Design and submission to FAA		21-Apr-17			Phase 2 task
j	Townhall on project		Apr-17			
k	Bid & Grant Assistance		Apr-17			Phase 2 task
l	Bids Due		May-17			
m	Award & Grant Acceptance from FAA	\$9,375,000.00	Jun-17			
n	Construction Mobilization		July 5, 2017			
o	Runway Closed		August 2017			
p	Supplemental FAA Funding	\$1,406,250.00	August 2017			If other Airport Sponsor \$ Becomes Available will require City Match approval
q	Supplemental COP Funding	\$93,750.00	August 2017			
r	Project Completion		October 2017			

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
3	Replace boiler in the Palmer Library.	\$50,000.00	September 2017		\$4,900.00	
a	Engineering and Design	\$4,900.00	In hand	Complete	\$4,900	Engineering documents have been completed by T3 Alaska
b	General Contractor Bid	\$44,100.00	7-Mar-17	Working		
c	Project work and completion		1-Sep-17	Not Started		Will establish start and completion dates with winning contractor after bidding process is complete.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
4	Replace heating system in the Palmer FSS.	\$30,000.00	September 2017		\$10,000.00	
a	Engineering and Design	\$10,000.00	February 2017	Working	\$10,000	T3 Alaska is currently completing
b	General Contractor Bid	\$20,000.00	3/28/2017	Not Started		
c	Project work and completion		September 2017	Not Started		Will establish start and completion dates with winning contractor after bidding process is complete. This project will be tied in with the FSS required FAA upgrade project.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
5	Palmer FSS interior improvements	\$54,500.00	September 2017	Awaiting new lease signing by FAA	\$8,500.00	
a	Architectural Services and Design	\$8,500.00	February 2017	Working	\$8,500	CoP PW, Wolf Architecture and the FAA are currently working the details and revised requirements for this project.
b	General Contractor Bid	\$46,000.00	March 2017	Not Started		
c	Project work and completion		September 2017	Not Started		Will establish start and completion dates with winning contractor after bidding process is complete. This project will be tied in with the FSS heating system replacement project.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
6	City Hall and Fire Station 3-1 Parking Lot Upgrade	\$100,000.00	July 2017			PW is currently developing the scope of work for this project.
a	Paving Contractor Bid	\$100,000.00	March 2017	Not Started		
b	Project work and completion		July 2017	Not Started		Will establish start and completion dates with winning contractor after bidding process is complete.

	Project Description	Estimated Budget/Cost	Planned Completion	Status	Expenditures	Comments
7	Bogard Road Booster Station to provide adequate pressure and flow for the western portion of Bogard Rd Water Main Extension Project.	\$1,420,000.00	TBD	Land Prep and Engineering Drawings Working	\$118,595.00	Through use of remaining grant funds (14-DC-125), PW has contracted HDL Engineering for Preliminary Engineering and site preparation.
a	HDL conduct preliminary engineering work and booster station site prep	\$118,595.00	July 2017	Working	\$118,595.00	The intent of this project is to provide the city with a site, ready for Booster Station construction and Engineering drawings/specs for the station itself.

Mayor's Memo

Council Meeting report – February 28, 2017

OUTREACH:

- ✓ Luncheon Meeting with Sarah from Governor's office.

MEETINGS:

- ✓ Agenda setting – Manager, Attorney and Clerk – February 17
- ✓ Mayor/Managers meeting in Houston- I had work conflict and unable to attend – 4 common goals for legislative session – Revenue sharing – retain; leave PERS/TERS alone; no trickle-down state responsibilities to Cities and Boroughs and full funding and reimbursement of road and school bonds.
- ✓ Report on AML in Juneau and meeting with the Governor and delegation.

UP COMING EVENTS

- ✓ Fred Myer reception – March 2 and ribbon cutting March 3
- ✓ Outreach to High school age student(s) for Boards and Commission
- ✓ March goal setting meeting for council, manager and clerk
- ✓ Community Relations Luncheon – Job Corp – March 9
- ✓ Mayors and Managers meeting – March 16
- ✓ Agenda Setting Meeting – manager, attorney, clerk and mayor on March 17
- ✓ Mayor's Minute on Radio – March 24
- ✓ Agenda Setting Meeting – manager, attorney, clerk and mayor on March 30

Leaders choose the right things to do
and managers do those things.

**City of Palmer
Information Memorandum No. 17-004
Ordinance No. 17-002**

Subject: Ordinance No. 17-002: Amending Palmer Municipal Code Chapter 12.24.025.E Regarding Firearms in City Parks, Amending 12.24.025 J Animals in Parks and Recreational Facilities, 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 – Introduced
February 14, 2017 – 1st Public Hearing
February 28, 2017 – 2nd Public Hearing

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



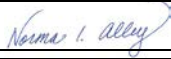
Originator Information:

Originator: Parks, Recreation & Cultural Resources Advisory Board – Via City Manager

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. 17-002
- 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.

UPDATED with Council recommendations from February 14th, 2017 Council Meeting: Amend 12.24.025 J. to include recreational facilities, add proper documentation to 12.24.025 J.2., add J.4 for approved or permitted animal demonstrations.

Administration's Recommendation:

Adopt Ordinance No. 17-002 amending Palmer Municipal Code Chapter 12.24.025.E regarding firearms in city parks, amending 12.24.025 J animals in parks and recreational facilities, 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

Introduced by: City Manager Wallace
Date: January 24, 2017
Public Hearing: February 14, 2017
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 17-002

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 12.24.025.E. Regarding Firearms in City Parks, Amending 12.24.025.J. Animals in Parks and Recreational Facilities, Adding 12.24.025.M. Establishing Hours During Which Parks are Closed, Amending 12.24.025.N Establishing Quiet Hours in Parks; and Amending 12.24.030 to Update Park Use Permits 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 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 or recreational facility 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 with proper documentation; 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.
 4. As permitted under a use permit issued under PMC 12.24.030.
- 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 10:00 p.m. and 6:00 a.m. no person in a city park shall disturb other persons by making loud noise, including the use of radio or other sound amplifying device 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. 17-002 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 February, 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:

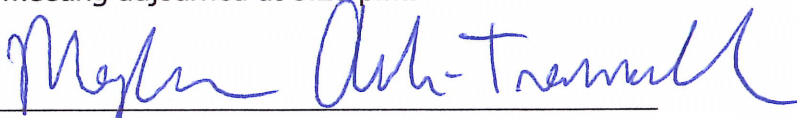
Chair Aube-Trammell, on behalf of the Board, welcomed new member Shannon Connelly. She also informed that she is working with staff to bring back Pete LaFrance for further discussion on bike-ability in December or January.

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
Information Memorandum No. 17-006
Ordinance No. 17-003

Subject: Ordinance No. 17-003: An Ordinance of the Palmer City Council Repealing Ordinance No. 428 and Adopting Palmer Municipal Code Title 7, Airport Regulations

Agenda of: February 14, 2017

Council Action: **Adopted** **Denied**
 Amended: _____


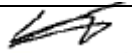

Originator Information:

Originator: Airport Superintendent Frank Kelly

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):

- Ordinance No. 17-003

Summary Statement:

The City of Palmer, "Palmer Municipal Airport" is currently operating from old airport regulations adopted in the 1990's under a replacement Appendix A of Ordinance No. 428. These 25 year old airport regulations are in need of updating to modern standards.

The Airport Advisory Commission (AAC) began this process in 2014 with a proposed ordinance, but unfortunately with a change in City and Airport Administrations, these proposed regulations were never acted upon. Beginning in July, 2016, the Airport Superintendent with the Airport Advisory Commission began the process of reviewing the airport regulations again. On December 22, 2016, the AAC approved AAC Resolution No. 16-003, which recommends Council approve new airport regulations. The attached ordinance provides for a repeal of the current regulations and adopts new regulations based upon current practices within the City of Palmer and airport operations.

On January 7, 2017, the City Council and the AAC reviewed the recommended regulations. Changes were recommended and are included in this final version as Title 7.

Administration's Recommendation:

Adopt Ordinance No. 17-003 updating the Palmer Municipal Code relating to airport regulations.

Introduced by: City Manager Wallace
Date: February 14, 2017
Public Hearing:
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 17-003

An Ordinance of the Palmer City Council Repealing Ordinance No. 428 and Adopting Palmer Municipal Code Title 7, Airport Regulations

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

WHEREAS, the city of Palmer Warren "Bud" Woods Palmer Municipal current airport regulations were adopted on May 28, 1991, as Ordinance No. 428, which are outdated and not in keeping with best practices or modern airport operations; and

WHEREAS, the Airport Advisory Commission (AAC) advises the city in matters pertaining to the airport and worked since 2014 on modifying the airport regulations; and

WHEREAS, the AAC approved AAC Resolution No. 16-003, which recommends the City Council accept the changes to Palmer Municipal Code and adopt Title 7 for airport regulations; and

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Ordinance No. 428 shall be repealed.

Section 4. Palmer Municipal Code Title 7 is hereby enacted to read as follows:

**Title 7
AIRPORT REGULATIONS**

Chapters:

7.10 Authority

- 7.20 Definitions
- 7.30 Airport Superintendent Authority
- 7.40 Aeronautical Activities
- 7.50 Vehicle Operation and Parking
- 7.60 Aircraft Parking
- 7.70 Aircraft Parking Registration
- 7.80 Accidents
- 7.90 Aircraft Operation
- 7.100 General Rules of Conduct
- 7.110 Fuel
- 7.120 Safety & Sanitation
- 7.130 Standard Operating Procedure

Chapter 7.10 AUTHORITY

7.10.010 Authority.

- A. Under the authority granted in Alaska Statutes, Section 02.20.060 Enforcement and Penalties and pursuant to the provisions of PMC 7.10, the following regulations are hereby promulgated governing the conduct of all persons visiting or using the facilities of the Warren "Bud" Woods Palmer Municipal airport and all vehicles, structures, property and aircraft on the airport. The penalty for violation of any airport regulations shall be as prescribed PMC 1.08, unless otherwise provided herein
- B. These regulations also govern the conduct of all persons flying within a three mile radius of the airport unless exceptions are specifically provided in the FAA Regulations, or unless the airport superintendent authorizes exceptions not in conflict with the Federal Regulations.

7.10.020 Previous regulations superseded.

These regulations supersede and void all previous regulations promulgated by the city of Palmer with respect to the Palmer Municipal Airport.

7.10.030 Purpose and scope.

The purpose and scope of these regulations includes providing guidance to airport users, operators, and staff; compliance with Federal Aviation Authority (FAA) rules and regulations; control airport activities; and ensuring the safety of all airport users and operations.

Chapter 7.20 DEFINITIONS

7.20.010 Definitions.

Whenever used in this title pertaining to the regulations of the Palmer Municipal Airport, the following terms shall have the meanings given below, unless the context requires otherwise:

"Abandoned aircraft" means an aircraft having been deserted or cast off by the owner and left without needed protection and care or by lack of payment of parking fee in excess of 90 days.

"Aeronautical Service" means any service that involves, makes possible or is required for the operation of aircraft, or that contributes to or is required for the safe operation of aircraft on the airport, and is operated by a person under a land lease or Commercial Operating Agreement with the city. These services include, but are not limited to, air taxi and charter operations, pilot

training, emergency services personnel housing, aircraft renting, sightseeing, aerial photography, aerial advertising, aerial surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, or sale of aircraft parts and rental of aircraft storage.

"Air Carrier" means a person engaged in the transportation of passengers or cargo in air commerce for compensation;

"Aircraft" signifies any contrivance now known, or hereafter designed, invented, or used for navigation or flight in the air, except parachutes and other contrivances used primarily as safety equipment.

"Aircraft accident" has the meaning given in 49 CFR 830.2, as most currently amended.

"Aircraft Operational Area" means any area an aircraft is designated to operate on the airfield (Runway, Taxiway and Apron Area).

"Airport" refers to the Palmer Municipal Airport, including all the runways, taxiways, aprons, and all city-owned real estate located within the boundaries of the airport reserve. This includes the properties in the runway protection zones (RPZ).

"Airport Superintendent" refers to the official to whom the city manager has delegated the authority and responsibility of managing and directing the activities of the airport.

"Airport Superintendent" includes that person's authorized representative.

"City" means the city of Palmer, Alaska.

"City Employee" refers to any person employed by the city and having assigned duties at the airport, including the Airport Superintendent.

"City Manager" refers to the official to whom the Palmer City Council has delegated the responsibility of managing and directing all activities of the city.

"CMGTW" means the certificated maximum gross takeoff weight of an aircraft as approved by the FAA.

"Derelict aircraft" means an aircraft that is in very poor condition and or appearance as a result of disuse and neglect such as; flat tire, missing components or deteriorated surfaces.

"Disabled Aircraft" means an aircraft that is or has become inoperable on the airport for any reason such as; incident, accident, weather event, or under repair and unable to move under its own power by normal means.

"FAA" means the Federal Aviation Administration;

"FBO" means "Fixed Base Operator", an aviation business operating an aeronautical service at the airport from a fixed location on land leased from the city.

"Field Area" is that area within the airport that the airport superintendent designates for, or restricts to, use by aircraft only.

"Fire Department" refers to the city of Palmer Fire & Rescue;

"Fuel Tender" refers to any motor vehicle, trailer, or other mobile contrivance used for the transporting, handling or dispensing of gasoline, kerosene, oil or other fuel or lubricant.

"Hazardous substance" means any substance that is defined under an environmental law as hazardous waste, hazardous substance, hazardous material, toxic, pollutant, contaminant, petroleum, petroleum product, or oil.

"Heavy Aircraft" refers to any aircraft having a CMGTW of 12,501 pounds or more and a minimum wing span over 60'.

"Historical Aircraft" means an aircraft with a notable or noteworthy past and history.

"Incident" has the meaning given in 49 CFR 830.2, as most currently amended.

"Intermediate Aircraft" refers to any aircraft having a CMGTW of 6,001 to 12,500 pounds and a maximum wing span of 60'.

"Light Aircraft" refers to any aircraft having a CMGTW of less than 6,000 pounds and a maximum wing span of 45'.

"Motor Vehicle" refers to any self-propelled contrivance, other than an aircraft, upon or by which a person or property may be transported or drawn along the ground.

"Movement Area" refers to the runways, taxiways and other areas of the airport which are designated by the airport superintendent for the taxiing, takeoff and landing of aircraft, exclusive of loading ramps and parking areas.

"Non-aeronautical Service" means any service that does not involve, make possible or is required for the operation of aircraft, or that does not contribute to or is not required for the safe operation of aircraft on the airport, and is operated by a person under a land lease or business activity permit with the city. These services include, but are not limited to, vehicle rental, pilot housing, and food service activities.

"NOTAM" signifies an abbreviation for "Notice to Airmen" published and distributed to pilots and others concerned with aeronautical operations calling attention to special airport or flying restrictions or conditions.

"Person" refers to any individual, firm, partnership, corporation, company, association, joint stock association or body politic and includes any trustee, receiver or assigned representative thereof, that will be responsible to adhere to any restrictions, limitations or rights covered within these regulations.

"Police Officer" refers to a certified law enforcement officer having jurisdiction within the city of Palmer.

"Police Department" means the city of Palmer Police Department.

"Public Use Area" refers to that space on the airport in which access by members of the general public is not prohibited, including roadways, walkways or designated parking.

"Release" has the meaning given in AS 46.03.826.

"Responsible," when used regarding hazardous substance contamination, means having materially contributed to, assumed under an assignment of lease, or being otherwise liable for contamination by law or contract.

"Wind scattered debris" is any rubbish caught by winds and leaving the direct control of an airport user.

Chapter 7.30 AIRPORT SUPERINTENDENT AUTHORITY

7.30.010 Airport superintendent authority.

- A. The airport superintendent is authorized by the city to enforce compliance with ordinances and regulations applicable to the Airport.
- B. All persons on the airport shall be governed by the regulations of the airport and by all orders and instructions issued by the airport superintendent under the authority of the regulations.
- C. A person who disputes the enforcement of an airport superintendent order or instruction may appeal to the city manager.
- D. In the event of any contingencies not specifically covered by these regulations, the decision of the airport superintendent shall be final, subject to appeal to the city manager under 7.30.020 of this chapter.
- E. In addition to the airport superintendent, members of the city of Palmer's Police and Fire Departments are authorized, within the scope of their respective jurisdictions, to require compliance with these regulations.

- F. The airport superintendent may remove or eject from the airport any person who violates any requirement of these Airport regulations or any order or instruction issued by the airport superintendent under the authority of these regulations, and may deny use of the airport and its facilities to any such person if the airport superintendent determines that the removal, ejection, or denial is necessary to maintain the safety or security of the airport.

7.30.020 Appeal of an airport superintendent decision or order.

- A. A person who is or was adversely affected by a decision or order by the airport superintendent and disputes the facts on which the decision or order was based may appeal to the city manager. To be considered, an appeal must be in writing, describe the facts or issues in dispute, and be received by the city manager within 14 calendar days after the date on which the airport superintendent's decision or order was mailed or given to the person making the appeal.
- B. The city manager's decision in an appeal of an airport superintendent's decision or order shall be in writing and give the reasons for the city manager's approval or denial of the appeal. The decision of the city manager shall be a final decision in all airport appeals.

**Chapter 7.40
AERONAUTICAL ACTIVITIES**

7.40.010 Aeronautical activities.

- A. A person who engages in any aeronautical activity on the airport or operates an aircraft departing from or arriving in the airspace above the airport shall comply with FAA Regulations and orders issued pursuant thereto.
- B. Upon observance by the airport superintendent, or city employees, or the owner or flight crew of an aircraft, that any person exhibits an intent to board and/or operate an aircraft while he or she is physically incapacitated or mentally irresponsible by virtue of intoxication or the effects of drugs, or if any person attempts to board or operate an aircraft illegally, they shall endeavor to contact the Palmer Emergency Dispatch Center by dialing 911.
- C. A person who witnesses a violation of these airport regulations shall promptly report the violation to the airport superintendent.
- D. If the airport superintendent, or designee, believes the conditions of the airport or any portion of the airport are unsafe for aircraft operations, the airport superintendent, or designee, shall issue a NOTAM closing the airport or portion of the airport to aircraft operations. When the airport superintendent, or designee, determines that the airport or closed portion of the airport has returned to a condition permitting the safe operation of aircraft, the city manager, or designee, shall issue a NOTAM reopening the airport or portion of the airport to aircraft operations.
- E. A disabled aircraft and any parts thereof on a movement area of the airport shall be promptly removed from the movement area unless applicable law requires, or the airport superintendent or other person having jurisdiction orders, the removal to be delayed pending investigation of an accident. The owner bears financial responsibility for such removal.
- F. No person shall abandon an aircraft anywhere on the airport.
- G. An aircraft that the airport superintendent determines is abandoned or derelict on the airport shall be subject to impound under and removal by the city under PMC 7.60.040 at the sole expense and risk of the owner of the aircraft.
- H. A person may not conduct an aircraft show or other aeronautical demonstration on the airport without the prior written approval of the airport superintendent.

- I. No person shall operate an aircraft on the airport unless that person holds the valid license, certificate, or rating issued and required by the FAA for the operation of the aircraft. Said documents shall be exhibited to the airport superintendent or to a police officer upon demand.

7.40.020 Airport superintendent's authority over aeronautical activity.

- A. Except in an emergency or upon prior approval of the airport superintendent, aircraft operations on the airport are confined to designated runways, helipads, taxiways, taxi lanes, aprons, airport leases, and aircraft parking areas.
- B. When the airport superintendent determines it is necessary for safe and secure operation of the airport, the airport superintendent may, by control device, sign or written order, regulate, control, and direct the availability of a runway, helipad, taxiway, taxi lane, apron, lease lots, or aircraft parking area on the airport.
- C. The airport superintendent shall limit the use, time, type, weight, dimensions, and number of aircraft allowed to use an aircraft parking area when the airport superintendent determines that the limitation is justified by the design, safety, maintenance, or operation of the parking area or the airport. The airport superintendent may segregate aircraft operations on the airport according to aircraft use, size, type, or weight. The airport superintendent shall give notice of the superintendent's orders, limitations, and aircraft operation segregation decisions under this section by:
 1. posting a sign in the affected areas of the airport;
 2. posting a notice in the FAA Flight Service Station at the airport; or
 3. issuing a NOTAM.
- D. The airport superintendent, or agents, have the authority to secure any aircraft believed to be in jeopardy. If said aircraft is in danger or at risk of damage from high wind or other peril and may cause damage to the aircraft or other aircraft in close proximity.

7.40.030 Airport liability.

- A. The city assumes no responsibility for loss, injury, or damage to persons or property on the airport, or using airport facilities, for any reason whatsoever.
- B. A person who brings an aircraft or personnel onto, or keeps an aircraft on, the airport does so at the person's own risk, including but not limited to, the security, maintenance, and operation of the aircraft.

**Chapter 7.50
VEHICLE OPERATION AND PARKING**

7.50.010 Vehicle operation.

- A. No person shall operate a motor vehicle on the airport in any manner other than in accordance with the airport regulations, rules prescribed by the airport superintendent, and other laws applicable to the operation of motor vehicles on the public way.
- B. No person shall operate any motor vehicle in areas designated for the use of aircraft without the airport superintendent's prior permission.
- C. A person that operates any kind of motorized equipment on the airport must be in possession of a valid operator's license, current and issued in the name of the person, required by law for the type of motorized equipment being operated.
- D. No person shall operate a motor vehicle of any kind on the airport in a reckless manner or in excess of the speed limits prescribed by posted signs. In the absence of a posted sign, the

speed limit shall be fifteen (15) miles per hour in all apron, aircraft parking, and hangar areas, and twenty-five (25) miles per hour in all other portions of the airport.

- E. Except in the case of an emergency, no person shall operate a motor vehicle in the field area contrary to the directions of posted signs.
- F. The driver of any vehicle operated in the field area must at all times comply with the lawful orders, signals, and directives of the airport superintendent or a police officer.
- G. All vehicles authorized to operate on the field area shall display a flashing yellow light visible for at least one mile and all vehicle operators shall maintain two-way voice communications with flight service, either by radio or telephone.
- H. The existence of emergency conditions on the field area will not suspend or cancel any existing regulations. During an emergency in the field area, no motor vehicle shall be moved in any direction unless it is an emergency response vehicle.
- I. All motor vehicles shall be equipped with, and use headlamps, rear lamps, stop signal lamps, and other lights as required by applicable law.
- J. No person on the airport shall:
 - 1. clean motor vehicles, engines, tools, or other equipment; and
 - 2. repair motor vehicles anywhere in the field area.
- K. Any vehicle that has been authorized under this section to be operated in the field area shall not proceed closer than seventy-five (75) feet from the edge of any runway, nor cross any runway, prior to obtaining current traffic situation in the air and on the ground from the FAA Flight Service Station during the hours when the Flight Service Station is active, and by visual avoidance and monitoring of CTAF when within 75 feet of runway or taxiway when Flight Service Station is not open or active.
- L. No vehicle shall be operated on the airport if, in the judgment of the airport superintendent, it is so constructed, equipped, or loaded as to endanger persons or property.

7.50.020 Motor vehicle parking.

- A. Other than for special events approved in advance by the airport superintendent, no person shall park a motor vehicle in an area designed for moving traffic or in an area where motor vehicle parking is prohibited.
- B. No person shall park a motor vehicle on an area designated for use by aircraft without permission of the airport superintendent, except:
 - 1. the holder of a valid aircraft tie down may park not more than two motor vehicles in the aircraft parking space while the aircraft is on a flight; or
 - 2. during a period of high winds, the owner of a parked aircraft may park a motor vehicle immediately adjacent to the aircraft to provide wind protection for the aircraft for the duration of the high winds and not more than 48 hours after the high winds cease. For the purpose of this subsection (b)(2), "high winds" are defined as winds having gusts above 25 nautical miles per hour.
- C. The airport superintendent may establish public parking areas for motor vehicles on the airport and establish, by signs posted at the parking areas, rules for use, including limits on vehicle size and parking duration.
- D. No person shall park or leave an unattended vehicle on the airport having exposed or uncovered refuse, bagged or not, in the open bed of a vehicle.

7.50.030 Motor vehicle impound.

The airport may cause any motor vehicle parked in violation of this chapter to be impounded, at the vehicle owner's expense and risk. The costs of impounding, towing and storage of such

vehicles will be charged or assessed by the city against the vehicle, the registered owner of the vehicle, any person who has acquired legal title to the vehicle from or through the registered owner and any person who has violated this chapter.

Chapter 7.60 AIRCRAFT PARKING

7.60.010 Long-term aircraft parking.

- A. No person shall park an aircraft, for the purpose of remaining indefinitely, in any area of the airport other than:
 - 1. on the premises of a land lease where aircraft parking is authorized by the city and where the lessee has given the person permission to park the person's aircraft; or
 - 2. in an area designated by the airport superintendent for the long-term parking of aircraft of the size and type the person desires to park. These areas are defined as "Light Aircraft Parking", "Intermediate Aircraft Parking", "Heavy Aircraft Parking", "Disabled Aircraft Parking", "Historical Aircraft Parking"; subject to:
 - a. payment of the applicable required fee listed; and
 - b. signing an aircraft parking permit issued by the airport superintendent.
- B. Long-term parking of "Abandoned Aircraft" is not permissible and subject to impoundment after 90 days with the right of disposal at the sole discretion of the city after a 90 impoundment period.
- C. Long-term parking of "Derelict Aircraft" is not permissible and must be repaired within 30 days of notice, or must be removed from airport grounds.
- D. Long-term parking of "Disabled Aircraft" must have a viable plan for repair and maintenance, approved by the airport superintendent and at the discretion of the airport superintendent will have up to 12 months in which to remedy the disability or the aircraft will be re-designated as a "Derelict Aircraft" and must be removed from the airport within 30 days, except as outlined in section A.1.
- E. A person using a city-operated long-term parking space shall properly secure their aircraft and shall be responsible for any property damage or bodily injury that results from the person's failure to do so.

7.60.020 Transient aircraft parking.

- A. The operator of a transient aircraft shall park the aircraft only:
 - 1. on the premises of a land lease where aircraft parking is authorized by the city and where the lessee has given the person permission to park the person's aircraft; or
 - 2. in an area on the airport designated by the airport superintendent for the transient parking of the size, type, or weight of the aircraft.
- B. A person parking an aircraft in a city-operated transient aircraft parking area shall pay the required fee.
- C. The airport superintendent shall require a person parking an aircraft in a city-operated transient aircraft parking area to sign a transient parking permit issued by the superintendent.
- D. A person using a city-operated transient parking space shall properly secure their aircraft and shall be responsible for any property damage or bodily injury that results from the person's failure to do so.
- E. If a person who parks an aircraft in a city-operated transient parking area fails to pay transient parking fees prior to departure from the airport, the person's aircraft shall be subject to impound under Section 7.60.040 immediately or upon any future return to the airport.

- F. For the purpose of this section, a “transient aircraft” is an aircraft that is brought to the airport on a temporary basis with the intent to remain at the airport for not more than ten (10) days.

7.60.030 Aircraft parking on leaseholds.

No aircraft on the premises of a land lease on the airport shall be parked in a manner that results in a wing, tail, nose, or other portion of the aircraft extending outside the boundaries of the leased premises.

7.60.040 Aircraft impound.

- A. An aircraft parked in violation of these regulations may be impounded at the discretion of the airport superintendent by:
1. affixing a seal or tag to the door of the aircraft;
 2. affixing a locking device on the propeller of the aircraft; or
 3. moving the aircraft to an impound location determined by the airport superintendent.
 4. Enchainment of aircraft to a stationary object.
- B. All aspects of the impound process, including any damage to the impounded aircraft and any inconvenience to the aircraft owner, shall be at the sole cost and risk of the aircraft owner.
- C. The airport superintendent shall not release an impounded aircraft to the owner unless the owner redeems the aircraft by paying
1. The impound fee required;
 2. The daily impound storage fee; and
 3. The city’s actual cost of towing or otherwise relocating of the aircraft, including legal and administrative costs.
- D. An impounded aircraft that is not redeemed by the owner within 90 days after the date on which the aircraft was impounded shall be considered abandoned and shall be subject to sale by the city at public auction. Notice of any auction shall be published in a newspaper of general circulation in the city at least once during each of three consecutive weeks. The first and last appearances of the published notice shall not be more than thirty days nor less than seven days, respectively, before the time set for the auction.

**Chapter 7.70
AIRCRAFT PARKING REGISTRATION**

7.70.010 Aircraft registration.

A person who brings an aircraft to the airport and does not park the aircraft on the premises of a land lease shall, as soon as possible, register the aircraft with the Airport Superintendent or the city of Palmer Finance Department and obtain a parking location assignment.

7.70.020 Failure to register aircraft.

- A. The owner or operator of an aircraft who fails to register the aircraft as required shall be subject to having the aircraft impounded in accordance with PMC 7.60.040.
- B. This regulation shall not apply to an aircraft that, immediately after arriving at the airport, is parked on the premises of a land lease with the lessee’s permission and remains there until departure from the airport.

Chapter 7.80 ACCIDENTS

7.80.010 Aircraft accidents.

- A. The owner or operator of an aircraft involved in an aircraft accident or incident on the airport shall report the accident or incident to the airport superintendent by calling 911 and the FAA. Other reporting shall be in accordance with the requirements of the National Transportation Safety Board (NTSB) and the Federal Aviation Administration (FAA):
 - 1. immediately, if the aircraft or a condition of the airport poses an imminent safety hazard,
 - 2. immediately, if the accident or incident involves death or serious injury,
 - 3. within one hour of the accident or incident, or as soon as possible thereafter, if the accident or incident involves minor bodily injury or damage to any one person's property in excess of \$500; and
 - 4. if otherwise, within twenty-four hours of the accident or incident or as soon as possible thereafter.
- B. The accident report shall include:
 - 1. the make, model, and registration number of the aircraft involved;
 - 2. the names and mailing addresses of all persons involved;
 - 3. a description of the accident or incident;
 - 4. the name and mailing address of the owner(s) of the aircraft involved; and
 - 5. such other information as the airport superintendent or federal agencies may require.

7.80.020 Motor vehicle accidents.

The owner or operator of a motor vehicle involved in an accident that occurs on city-owned property on the airport, other than a public street, shall report the accident to the Police Emergency Dispatch Center by calling 911.

7.80.030 Bodily injury and property damage.

- A. Any person who damages, by any means, a fence, gate, gate control, light, fixture, or other city-owned property on the airport shall:
 - 1. report the damage:
 - a. immediately to the airport superintendent and the FAA Flight Service Station, if the damage is likely to adversely impact the safety of aircraft operations on, or the security of, the airport; or
 - b. as soon as possible, but no later than 24 hours after the damage occurred, to the airport superintendent, if the damage will not adversely impact the safety of aircraft operations on, or the security of, the airport;
 - 2. be fully responsible:
 - a. to pay all costs related to the repair, restoration, or replacement of the damaged property, including the city's legal and administrative costs; and
 - b. for any bodily injury or property damage that occurs as a direct or indirect result of the person's damage to city-owned property.
- B. If a person who is injured on the airport by, or owns property on the airport damaged by, the city, a city employee, or by city-owned property, the injured person or their representative, or the owner of the damaged property, as applicable, shall report the accident to the airport superintendent within:

1. one hour after the injury or damage, or as soon as possible thereafter, if the accident involves bodily injury or death or damage to any one person's property in excess of \$500; and
2. if otherwise, within twenty-four hours of the accident or as soon as possible thereafter.

Chapter 7.90 AIRCRAFT OPERATION

7.90.010 Engine Maintenance tests.

- A. An aircraft engine shall not be warmed up or run in engine test operations in any area of the airport or in any manner that would result in a hazard to other aircraft, persons or property.
- B. Under no circumstances shall a person engage in an aircraft engine test operation, unless:
 1. a competent operator is at the controls of the aircraft;
 2. the test takes place between the hours of 6:00 AM and 10:00 PM, prevailing local time. If engine testing needs to take place after 10:00 PM and before 6:00 AM a permit must be issued 72 hours prior to the effective time of the permit. Permit applications shall be submitted to the chief of police on forms prescribed by the city.
 3. it is a required preflight check on a non-maintenance flight and is required for the safe operation of the aircraft.

7.90.020 Certification.

All aircraft operating on the airport shall be in conformity with the requirements of the FAA.

7.90.030 Equipment.

No aircraft shall be operated on the airport unless it is equipped with main gear wheels, tail or nose wheel, and wheel brakes, or skis when conditions permit, except with the permission of the airport superintendent.

7.90.040 Runway and taxiway use.

- A. The normal maximum CMGTW for aircraft landing on RW 9/27 is 12,500 pounds and unlimited on RW 16/34.
- B. A pilot taxiing an aircraft on the airport shall use the taxiways established for that purpose, subject to such aircraft size, type, or weight restrictions as may be established by the airport superintendent.
- C. Upon landing a fixed wing aircraft, the pilot shall taxi the aircraft ahead down the runway and exit at the first available taxiway.

7.90.050 Helicopters.

A pilot operating a helicopter carrying a sling load to or from the airport shall fly a course away from residential areas, golf course, and areas congested with buildings or parked aircraft.

7.90.060 Aircraft repair.

- A. No person shall commercially maintain, modify, or repair an aircraft, aircraft engine, propeller or other aircraft equipment on the airport runways, taxiways or parking aprons.
- B. A person may perform the maintenance, modification or repairs described in (A) of this section as outlined below:
 1. on the premises of a land lease that authorizes the operation of an aircraft; or
 2. in an area designated or approved by the airport superintendent for that purpose; or

3. as specified in a formal Commercial Operating Agreement as defined in section 7.130.040 for a Non-FBO; or
4. is the owner of a personal aircraft and has rented a tie down space from the city of Palmer and is performing routine maintenance on said aircraft.

7.90.070 Boundary crossing.

No person shall taxi or tow an aircraft onto the airport from property outside the airport unless authorized to do so in writing by the airport superintendent and in strict accord with the directions and requirements of the airport superintendent.

7.90.080 Noise Abatement

In an effort to reduce aircraft noise over adjoining neighborhoods, all pilots utilizing the airport shall endeavor to adhere to the following fly friendly practices. The airport is not encouraging unsafe flying practices, but encouraging a more thoughtful approach to help alleviate aircraft noise.

- A. Utilize the entire length of the runway; Do not depart at intersections
- B. Follow the established traffic pattern; Do not make an early cross wind turn on departure
- C. Maintain the lowest propeller RPM setting necessary for safe flight; Do not over power your aircraft.

**Chapter 7.100
GENERAL RULES OF CONDUCT**

7.100.010 General rules of conduct.

- A. All persons (visitor, business owner, employee, agent or guest) at the airport shall comply with:
 1. the airport regulations, PMC and other applicable laws and regulations; and
 2. orders the airport superintendent issues under applicable city, state or federal law and regulations; and
 3. instructions, requirements, and restrictions that the airport superintendent has posted or indicated by sign, signal, or other control device, unless otherwise directed by an authorized person directing aircraft, vehicle, or pedestrian traffic.
- B. No person on the airport shall:
 1. Alter, make additions to, erect any building or sign, place fill material, or make any excavations on the airport without first obtaining the approvals or permits required by these regulations or Palmer Municipal Code.
 2. Abandon any personal property on the airport.
 3. Smoke, light a match, or have any open flame within 50 feet of an aircraft being fueled or defueled.
 4. Interfere with, tamper with, unlawfully remove or injure any part of the airport or any of the equipment thereof.
 5. Knowingly or willfully make any false statement or report to the airport superintendent or a city employee.
 6. Enter any area posted as being closed to the public, except as may be permitted by these regulations.
 7. Enter upon the field area except:
 - a. persons assigned to duty therein by the airport superintendent or city manager;
 - b. authorized representatives of the city and FAA;

- c. persons authorized by the airport superintendent or city manager; and,
 - d. passengers, under appropriate supervision, entering the area for purposes of boarding or leaving an aircraft.
8. Travel on the airport other than on the roads, walks, or places provided for the particular class of traffic the person is using;
 9. Hinder or obstruct a vehicle, aircraft, or another person from the lawful use of the airport.
 10. Drive, walk, ride a bicycle or travel in any fashion in an "aircraft operational area" without the purpose of meeting a parked aircraft.
 11. Walk their dog without the use of a leash or allow their animal to run freely.
 12. Interfere or tamper with, any aircraft or put in motion the engine of any aircraft, or use any aircraft, aircraft parts, instruments or tools on the airport without permission of the aircraft owner or by specific direction of the airport superintendent.
- C. Any person who is authorized or needs to be on an "aircraft operational area", shall always yield the right of way to any aircraft and travel on the edge of the "aircraft operational area".
 - D. A person may not dump or plow snow anywhere on the airport except
 1. in a location the airport superintendent has designated for that purpose;
 2. in a manner and location approved in writing by the airport superintendent; or
 3. as specifically authorized under a lease or permit issued to the person by the city.
 - E. Any person who has been denied the use of the airport by the airport superintendent under PMC 7.30 may come upon or use the airport only while travelling through as a passenger in a taxicab or other vehicle or when enplaning or deplaning as a passenger of an aircraft operating on the airport.

7.100.020 Penalties.

Any person who violates any airport regulation, or any order or instruction issued thereunder, shall be subject to the penalties provided in PMC 1.08.

7.100.030 Violation of regulations.

- A. If a person acts in violation of the airport regulations or fails to act as required by the regulations, the airport superintendent may, in addition to the penalties herein, take one or more of the following actions:
 1. order the person to, either immediately or within a specified time,
 - a. stop the violation;
 - b. begin the required act; or
 - c. leave the airport;
 2. provide written notice to the person that describes how the person may correct the violation or omission and the time within which the violation or omission must be corrected;
 3. correct the violation or omission; or
 4. in an emergency or when the airport superintendent finds such assistance necessary for safety, maintenance, or operation of the airport, request enforcement assistance by the Police Department.
- B. If the airport superintendent acts under A.3. of this section to correct a violation or omission by a person, the city may seek reimbursement from the person of all costs, plus interest, that the city incurs in acting to correct the violation or omission, including but not limited to site assessment costs, clean-up costs, collection costs, legal and administrative costs, applicable

finer, and costs resulting from interference with or delay of projects or operations on the airport.

- C. If the FAA fines the city for a violation of a federal statute or regulation or for an occurrence or omission on the airport, the person who caused the violation, occurrence, or omission shall, upon written demand from the city, reimburse the city for the amount of the fine, plus interest and the costs incurred by the city in obtaining the reimbursement.

7.100.040 Explosives at airport.

- A. A person who brings or possesses an explosive to or on the airport shall comply with the current hazardous materials provisions of 49 CFR Part 175 Carriage by Aircraft.
- B. A person shall give the airport superintendent at least 24 hours advance written notice before bringing explosives onto the airport.
- C. The airport superintendent may, based on considerations of the safety of airport users and the general public,
 - 1. condition, direct, supervise, or prohibit an operation involving an explosive on the airport; and
 - 2. require that an aircraft with an explosive aboard
 - a. be fueled, serviced, and parked in a remote or other designated area of the airport; and
 - b. depart the airport as soon as air traffic and safety considerations allow.
- D. In this section, "explosive" also has the meaning given in AS 11.81.900; "explosive" also includes fireworks as defined in AS 18.72.100.

Chapter 7.110 FUEL

7.110.010 Fueling and Fuel Storage.

- A. No aircraft shall be fueled or defueled while the engine is running, unless running the engine is allowed for hot fueling of a helicopter under the most current National Fire Protection Association Code 407, "Standard for Aircraft Fuel Servicing", which is adopted in this regulation by reference.
- B. No person shall smoke, light a match, or have any open flame within 50 feet of an aircraft being fueled or defueled.
- C. Persons engaged in the fueling or defueling of aircraft shall prevent the overflow or spilling of petroleum products.
 - 1. In the event of a petroleum products overflow or spill, the person shall immediately take appropriate measures to contain and clean up the petroleum products, prevent the petroleum products from draining into soil, and report the overflow or spill to the airport superintendent.
 - 2. The person shall also promptly report the petroleum products overflow or spill to each regulatory agency that requires a report of that overflow or spill and repair any petroleum products leak and equipment failure or defect that caused or contributed to the overflow or spill.
- D. No person shall start an engine of any aircraft when there is any liquid fuel on the ground under the aircraft.
- E. Fuel hoses, containers, storage tanks, and related equipment shall be maintained in a safe, sound and non-leaking condition.

- F. Fuel trucks with tanks shall be utilized only in a safe and operable condition. Inoperable fuel trucks shall never be used as above ground storage tanks.
- G. No person shall fuel or defuel an aircraft without adequate fire extinguishers or equivalent fire protection equipment immediately available to the fueling location.
- H. All fueling, defueling, and fuel transfer on the airport shall be conducted in accordance with applicable city and state of Alaska fire codes.
- I. All fuel storage tanks, whether above ground storage tanks (ASTs), underground storage tanks (USTs) or mobile storage tanks (MSTs), are subject to Plan review, approval and inspection by the city of Palmer's Department of Community Development and the Department of Fire and Rescue per the most currently adopted Palmer Municipal Code, as well as any other governing body responsible for same (state and federal).

7.110.020 Fueling sources.

- A. Aircraft fueling shall be conducted only from approved fuel handling systems that conform to city and State of Alaska fire codes, and only by persons authorized by the airport superintendent.
- B. All fueling shall be conducted only using equipment operated in a manner consistent with its designed purpose.

7.110.030 Fuel personnel training.

Any person who engages in commercial fuel delivery, fueling, defueling or fuel storage on the airport shall ensure that line service personnel and supervisors who handle fuel on the airport are trained in safe fuel handling practices, fire safety, spill prevention and spill response.

7.110.040 Spill Prevention, Control and Countermeasure Plan (SPCC) and Fuel Loading Plan Required.

- A. Storing bulk fuel. The following requirement is applicable to all vendors or other operations storing bulk fuel at the airport:
 - 1. SPCC Plan: A stamped Spill Prevention, Control and Countermeasure (SPCC) plan must be submitted to the airport superintendent for review.
 - 2. Spill Response Kit: A Spill Response Kit which is in conformity with the SPCC. The kit and its contents must be approved by the Palmer Fire & Rescue Chief or designee.
- B. Delivering, transporting or loading/unloading bulk fuel. The following requirement is applicable to all vendors or other operations delivering, transporting or loading/unloading bulk fuel (including, but not limited to: fuel trucks; aircraft engaged in hauling bulk fuel using the Palmer Municipal Airport):
 - 1. Submit Fuel Loading Plan: Any entity transporting bulk fuel for resale to or from the Palmer Municipal Airport must submit a fueling (fuel loading/unloading) plan to the airport superintendent for review and approval.
- C. Any person who engages in fuel delivery, fueling, defueling or fuel storage on the airport shall maintain spill prevention and response capability readily accessible to the site or on the vehicle where the fuel is handled, stored, transported, or dispensed.
- D. Any person who engages in commercial fuel delivery, fueling, defueling or fuel storage on the airport shall, before operating on the airport,
 - 1. Submit to the airport superintendent a copy the person's spill prevention control and countermeasures plan prepared under 14 CFR 112: or

2. If 14 CFR 112 does not apply to the person's fuel related activities on the airport, submit to the airport superintendent a written fuel spill prevention and response plan that includes:
 - a. The measures the person will take to prevent a spill or release of fuel;
 - b. The steps the person will take, in the event of a spill or release of fuel, to
 - i. stop the spill or release; and
 - ii. contain and prevent spreading or migration of any fuel released;
 3. The person's plan for immediate notification describing any spill or release of fuel to the airport superintendent and to each regulatory agency that requires such a report.
- E. Neither the submission of a plan by a person under this section, nor the receipt of the plan by the airport superintendent shall be construed as approval of the plan by the airport superintendent or the city.

7.110.050 Fueling apparatus electrical bonding.

Before fueling an aircraft from a tanker truck, fuel tender, or fixed fueling facility, the aircraft and the truck, tender, or fixed facility shall be connected by cable so as to establish a condition of zero electrical potential between them.

7.110.060 Labeling.

In addition to any labels or signs required by applicable law, a person who engages in fuel delivery, fueling, defueling or fuel storage on the airport shall place on the person's storage tank, tank truck, fuel tender or other fuel container placards consistent with regulations established by the Department of Transportation (DOT).

7.110.070 Fueling facilities.

- A. Any fuel storage tank (greater than 200 gallons in aggregate), fuel dispensing apparatus or other fuel handling facility placed or used on the airport must conform to applicable environmental law and the city's fire prevention code.
- B. Before constructing or installing a fuel storage tank, fuel dispensing apparatus or other fuel handling facility on the airport, a person must:
 1. obtain a lease for the land from the city; and
 2. obtain a city building permit and the airport superintendent's written approval under PMC 11.10.160.
 3. obtain a plan review submitted to and approved by the state of Alaska fire marshal.

7.110.080 Commercial fueling.

No person shall engage in fuel delivery, dispensing or storage for commercial purposes on the airport without first obtaining a land lease or fuel dispensing permit and city of Palmer business license from the city authorizing the activity and paying any required fees.

**Chapter 7.120
Safety and Sanitation**

7.120.010 Storage.

- A. No person shall keep or store any flammable liquids, gases, signal flares or other similar materials in a hangar or any other building on the airport, unless the materials are kept:
 1. in aircraft in proper receptacles installed in the aircraft; or

2. in rooms or areas specifically approved for such storage by the airport superintendent, or in storage containers that are designed for that purpose and comply with applicable fire codes.
- B. Lessees shall provide suitable metal receptacles with covers for the storage of waste, rags and other rubbish. All waste and used rags or other rubbish shall be removed in accordance with PMC 8.20.

7.120.020 Open flame operations.

Except as may be specifically authorized by the airport superintendent, no person shall conduct any open flame operations anywhere on the airport unless fire extinguishers of sufficient size and type are close at hand to control any hazard that may arise.

7.120.030 General requirements.

- A. The holder of a land lease on the airport shall keep the premises leased by them and the apron and ramp areas used in their operations, clean and clear of oil, grease, waste materials and trash.
- B. No person shall keep uncovered trash containers on any part of the airport.
- C. No motor vehicle for hauling trash, dirt, or any other materials shall be operated on the airport unless the vehicle is constructed so as to prevent the contents thereof from dropping, shifting, leaking, or otherwise escaping.
- D. No person shall spill dirt or any other materials from a vehicle on the airport.
- E. Areas used for trash or garbage containers shall be kept clean and sanitary at all times.
- F. No persons shall dispose of garbage, papers, refuse or other material on the airport except in receptacles provided for that purpose, and in accordance with PMC 8.20.
- G. Wind scattered debris. All users of the airport are responsible for preventing debris release and wind scattering of debris. No wind scattered debris shall be allowed at the airport. Any person or company responsible for wind scattered debris shall be subject to fines and/or associated cleanup costs.

7.120.040 Fire extinguishers.

All tenants or lessees on the airport shall supply and maintain such adequate and readily accessible fire extinguishers as are required by the city fire codes for the particular fire hazards involved.

7.120.050 Hazards.

No tenant or lessee on the airport shall store or stock material or equipment in such a manner as to constitute a hazard to persons or property.

7.120.060 Hazardous substance release.

- A. A person who releases a hazardous substance on the airport shall immediately contain and clean up the release, using methods that ensure that contamination does not enter or spread on or in airport land or water or in an airport storm water drainage system.
- B. A person responsible under this chapter for a release shall immediately report the release to the airport superintendent and to each regulatory agency that requires such a report.
- C. Submission of a report to the airport superintendent under this subsection does not satisfy any other applicable requirement for reporting a release of a hazardous substance to any regulatory agency that has jurisdiction.

- D. If a person responsible under this section for a release does not take immediate action to report, contain, and clean up the release, the city may report, contain, or clean up the release as the city determines appropriate under the circumstances.
- E. The city may seek reimbursement for the city's direct costs of assessment, reporting, containment, cleanup, and indirect costs, as applicable, from any person responsible for the release.

Chapter 7.130 Standard Operating Procedure

7.130.010 Statement of Policy

The city of Palmer, as the owner and operator of the Palmer Municipal Airport, hereby gives notice of the following as a statement of minimum operating procedures for Aeronautical Services, Commercial Operations and Personal Hangars at the airport.

These standards are intended to be the threshold entry requirements for those wishing to provide aeronautical services or other services to the public or have a personal hangar at the airport and to insure that those who have undertaken to provide aeronautical services or other services are not exposed to unfair or irresponsible competition and aeronautical operations. These minimum standards were developed taking into consideration the aviation role of the airport, the future development of the airport, and the city's obligations as an airport improvement sponsor under 14 C.F.R. part 152. The uniform application of these minimum standards relates primarily to the public interest and discourages the offering of substandard services to users of the airport.

7.130.020 Application Information

Persons interested in operating a business or service on the Palmer Municipal Airport grounds should contact the airport superintendent.

7.130.030 Minimum Standards for (Lessee's) fixed based operators (FBO)

- A. Approved Lease on file with the city.
- B. Leases shall be for a term determined upon the basis of the applicant's proposed financial investment in permanent improvements on the premises to be leased.
- C. An applicant must demonstrate, to the satisfaction of the city that the applicant has sufficient experience, knowledge, certifications, and licensing to be reasonably capable of lawfully and successfully operating the aeronautical service proposed by the applicant.
- D. An applicant must demonstrate, to the satisfaction of the city, that the applicant has adequate resources to complete the construction of the proposed improvements on the proposed premises and to successfully operate the proposed FBO business.
- E. The applicant shall lease at a minimum, sufficient land to provide adequate space as determined by the city, to accommodate the applicant's proposed building, aircraft parking, customer vehicle parking, and employee parking needs.
- F. As a condition of the lease, the applicant must:
 - 1. Invest \$100,000 in buildings and other permanent improvements on the premises in support of the applicant's proposed FBO business.
 - 2. Comply with all zoning and building code regulations for the city.
 - 3. Operate the proposed FBO business on a continuous basis throughout the term of the lease, uninterrupted by any period of closure over 15 consecutive days or 24

aggregate days within any 12-month period without permission of the airport superintendent, unless the business is by nature seasonal.

4. Have personnel in attendance on the premises during all operating hours who are qualified to perform the service offered by the proposed FBO business.
5. Indemnify and defend the city and maintain insurance coverage, as required under the lease.
6. Make all lease payments timely, when due without undue collection efforts on behalf of the city.

7.130.035 Minimum Standards for (Lessee's) Personal Hangar

- A. Approved Lease on file with the city.
- B. Leases shall be for a term determined upon the basis of the applicant's proposed financial investment in permanent improvements on the premises to be leased.
- C. An applicant must demonstrate, to the satisfaction of the city, that the applicant has adequate resources to complete the construction of the proposed improvements on the proposed premises.
- D. The applicant shall lease at a minimum, sufficient land to provide adequate space as determined by the city, to accommodate the applicant's proposed building, aircraft parking, and vehicle parking needs.
- E. As a condition of the lease, the applicant must:
 1. Invest \$75,000 in buildings and other permanent improvements on the premises in support of the applicant's proposed hangar.
 2. Comply with all zoning and building code regulations for the city.
 3. Indemnify and defend the city and maintain insurance coverage, as required under the lease.
 4. Make all lease payments timely, when due without undue collection efforts on behalf of the city.

7.130.040 Minimum Standards for (Non-Lessee's) Commercial Businesses and Organizations

- A. Approved commercial operating agreement to conduct business on airport grounds.
- B. An applicant must demonstrate, to the satisfaction of the city that the applicant has sufficient experience, knowledge, certifications, and licensing to be reasonably capable of lawfully and successfully operating the aeronautical service proposed by the applicant.
- C. The applicant shall rent or sub-lease at a minimum, sufficient land to provide adequate space as determined by the city, to accommodate the applicant's proposed business, aircraft parking, customer vehicle parking, and employee parking needs.
- D. As a condition of operating a business on airport grounds, the applicant must:
 1. Invest sufficient funds in support of the applicant's proposed business.
 2. Indemnify and defend the city and maintain insurance coverage, as required under the operating agreement.
 3. Pay all user airport user fees timely, when due without undue collection efforts on behalf of the city.

7.130.050 Through the Fence Operations

- A. Agreement for through the fence airport access on file with the city.
- B. Written agreement with the city for access from the applicant's property, and applicant will meet all requirements for on field operations for insurance, safety, personnel and equipment.

C. Such written agreement shall include provision for payment of an access fee, as applicable, as established for such type activity by the airport.

An access fee ensures that those commercial activities that are using the airport to conduct their business to earn a profit are participating in the cost of maintaining the airport. The written agreement also ensures they are maintaining safe operations and minimum standards while using the airport.

Section 5. Effective Date. Ordinance No. 17-003 shall take effect upon adoption by the city of Palmer City Council.

Adopted this ____ day of _____, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Information Memorandum No. 17-012
Resolution No. 17-012**

Subject: Authorizing the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of Not to Exceed \$4,816,000.00 and the Borrowing of Said Amount for Purposes of Financing Wastewater Utility Improvements; Establishing the Terms of the Utility Revenue Bond; and Related Matters

Agenda of: February 28, 2017

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


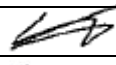

Originator Information:

Originator: City Manager Wallace

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. 17-012

Summary Statement:

Resolution No. 17-012 authorizes the City to issue a utility revenue bond in an amount not to exceed \$4,816,000.00 and the borrowing of said amount for purposes of financing wastewater utility improvements, establishing the terms of the utility revenue bond and related matters.

Background: The City Council, at its January 13, 2017, meeting, approved accepting a USDA loan and grant in the amount of \$8,334,290.00 for the wastewater treatment plant upgrades. The approved loan is for an amount not to exceed \$4,816,000.00. The City is required to use interim financing until the full loan amount is reached at which point the USDA will pay off the interim loan and the City will re-fund the bond for USDA. The City would issue its utility revenue bond as evidence of the interim loan. Costs associated with interim financing are reimbursable thru the USDA which includes fees and interest.

Authorization to issue the bond and incur the debt was provided by the voters at the City's regular election held on October 4, 2016.

The utility revenue bond would be issued pursuant to the terms of Resolution No. 1150 (adopted by the Council on June 9, 1998) and Resolution No. 17-012. The combination of these two Resolutions set forth the authority and conditions for the issuance of such bond. (For purposes of these Resolutions, the definition of bond includes any form of evidence of indebtedness.) Payment of the principal and interest on the bond would be secured by the revenues of the water and wastewater utility. The bond would not be a general obligation of the City.

Administration's Recommendation:

Approve Resolution No. 17-012 Authorizing the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of Not to Exceed \$4,816,000.00 and the Borrowing of Said Amount for Purposes of Financing Wastewater Utility Improvements; Establishing the Terms of the Utility Revenue Bond; and Related Matters.

Introduced by: City Manager Wallace
Date: February 28, 2017
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 17-012

A Resolution of the Palmer City Council Authorizing the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of Not to Exceed \$4,816,000.00 and the Borrowing of Said Amount for Purposes of Financing Wastewater Utility Improvements; Establishing the Terms of the Utility Revenue Bond; and Related Matters

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

WHEREAS, Section 11.1(a)(2) of the Palmer City Charter authorizes the City to issue revenue bonds which are secured only by the revenue producing public utilities and do not constitute a general obligation or debt of the City, provided that such revenue bonds shall be authorized by the council and ratified by a majority of the qualified voters of the City; and

WHEREAS, at the October 4, 2011 regular City election, the qualified voters of the City authorized the issuance of not to exceed \$2,000,000.00 utility revenue bonds of the City to finance the acquisition and construction of water and wastewater utility capital improvements (the "2011 Legislation"); and

WHEREAS, said 2011 election was duly canvassed and the results thereof certified and confirmed in accordance with law; \$928,571.00 principal amount of utility revenue bonds authorized by the qualified voters at the October 4, 2011, regular City election remain unissued; and

WHEREAS, at the October 4, 2016, regular City election, the qualified voters of the City authorized the issuance of not to exceed \$5,000,000.00 utility revenue bonds of the City to finance the acquisition and construction of water and wastewater utility capital improvements (the "2016 Legislation"); and

WHEREAS, said election was duly canvassed and the results thereof certified and confirmed in accordance with law; \$5,000,000.00 principal amount of utility revenue bonds authorized by the qualified voters at the October 4, 2016, regular City election remain unissued; and

WHEREAS, it is in the best interest of the City and its residents that the City proceed to plan, design, do site improvements for, construct, acquire, renovate and equip wastewater capital improvements within the City (the "Project") pursuant to the 2011 Legislation and the 2016 Legislation and issue not to exceed \$4,816,000.00 principal amount of utility revenue bonds, constituting the remaining authorized, but unissued, revenue bonds referred to in the 2011 Legislation and a portion of the authorized, but unissued, revenue bonds referred to in the 2016 Legislation; and

WHEREAS, the Council wishes to delegate to the City Manager, or his authorized designee to sell the utility revenue bond referred to herein to First National Bank Alaska, as purchaser, pursuant to the terms of an agreement as determined to be in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALMER, ALASKA, that:

Section 1 - Definitions. The terms used in this resolution which are defined in the Master Resolution shall have the meanings set forth in the Master Resolution. In addition the following terms shall have the following meanings in this resolution:

"Agreement" means the agreement between the City and First National Bank Alaska, as purchaser of the Bond, relating to terms and conditions of the sale of the Bond.

"Bond" means the revenue utility bond of the City authorized by this resolution to be evidenced by a bond, note or other evidence of indebtedness.

"Bond Register" means the registration books maintained by the Registrar containing the names and addresses of each owner of the Bond or their nominees, and the principal amount and number of the Bond held by each owner or nominee.

"City" means the City of Palmer, Alaska, a home rule city organized and existing under the Constitution and laws of the State of Alaska.

"Cost" or "Costs" means the cost of planning, designing, acquiring property for, acquiring, constructing, installing and equipping the Project, the cost of acquisition of any land or interest therein required as the site of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses incurred in connection with the Project prior to or during construction thereof, legal fees, costs of issuance of the Bond by the City, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, the cost of any bond insurance premium, the cost of audits, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to the acquisition and development of the Project, the financing thereof and replacing the Project in use and operation.

"Council" means the general legislative authority of the City, as the same may be constituted from time to time.

"Master Resolution" means Resolution No. 1150, adopted by the City Council on June 9, 1998.

"Project" means the acquisition and construction of wastewater utility, and related, capital improvements, including without limitation, construction and upgrades to the City's wastewater plant.

"Purchaser" means the purchaser of the Bond which shall be First National Bank Alaska.

"Registered Owner" means a person named as a registered owner of the Bond in the Bond Register.

"Registrar" means the City Finance Director.

Section 2 - Authorization of the Bond and Purpose of Issuance. The City shall now issue and sell not to exceed \$4,816,000.00 of the utility revenue bonds authorized by the 2011 Legislation and 2016 Legislation, approved by the qualified electors of the City as elections held on October 4, 2011, and October 4, 2016, to finance costs of the Project. The Bond shall be designated "City of Palmer, Alaska Utility Revenue Bond, 2017," or such other designation the City Manager or Finance Director determines is reasonable or appropriate. Notwithstanding the foregoing, the Bond certificate may take the form of a promissory note or other evidence of indebtedness, all provisions herein relating to the obligations of the City respecting the Bond shall apply. The Bond shall be sold on a negotiated basis with the Purchaser pursuant to the terms of this resolution and the Agreement.

The City has ascertained and hereby determines that each and every matter and thing as to which provision is made in this resolution is necessary in order to carry out and effectuate the purpose of the City in accordance with the Constitution and statutes of the State of Alaska and to incur the indebtedness and issue the Bond as referred to in 2011 Legislation and 2016 Legislation.

Section 3 - Obligation of Bond. The Bond shall be an obligation only of the 2017 Bond Fund and shall be payable and secured as provided herein. Neither the faith and credit nor the taxing power of the City is pledged for the payment of the Bond.

Section 4 - Description of Bond. The Bond shall be designated "City of Palmer, Alaska, Utility Revenue Bond, 2017," shall be issued in fully registered form and shall be numbered in the manner and with such additional designation as the Registrar deems necessary and appropriate for purposes of identification. The Bond shall be dated as of the date of the initial draw request of the City, but in no event, later than September 1, 2017.

The Bond shall take the form of a draw-down obligation, of which proceeds are disbursed from time to time upon requisition of the City, but in no event shall the principal amount of such disbursements exceed \$4,816,000.00. Payment of interest shall be made monthly and payment of principal shall be made on the date of maturity of the Bond.

The Bond shall bear interest at a rate of interest equal to the 1-Year Constant Maturity Treasury Index (the "Index"), plus four percent (4%). The Index rate shall be set on the date of the initial draw; provided, however, in the event the initial draw shall be later than September 1, 2017, the Index rate shall be set on September 1, 2017. Interest on the Bond shall only accrue on the outstanding principal amount of the Bond. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months.

Payment of interest on the Bond shall be due on the tenth day of each month beginning on the month following initial disbursement of Bond proceeds to the City.

Payment of principal, and all remaining interest due on the Bond, shall be paid on maturity. The City Manager is hereby authorized to determine and fix the maturity date of the Bond, provided, however, in no event shall such maturity date be later than March 1, 2020.

Section 5 - Place and Medium of Payment. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Installments of interest on the Bond shall be paid by check mailed by first class mail to the Registered Owner as of the seventh day of the month in which payment is due at the address appearing on the Bond Register; provided that the final installment of both principal and interest on the Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar. If First National Bank Alaska is the owner of the Bond, the place and medium of payment shall be as set forth in the Agreement, and if not expressly set forth therein, such amount due and owing shall be provided to First National Bank Alaska in a form acceptable to both parties.

Section 6 - Registration.

A. Bond Register. The Bond shall be issued only in registered form as to both principal and interest. The City designates the City Finance Director as Registrar and Paying Agent for the Bond. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the City. The City covenants that, until the Bond has been surrendered and canceled, it will maintain a system for recording the ownership of the Bond that complies with the provisions of Section 149 of the Code.

B. Registered Ownership. The City and the Registrar, each in its discretion, may deem and treat each Registered Owner of the Bond as the absolute owner thereof for all purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of the Bond shall be made only as described in Section 5, but such registration may be transferred as herein provided. All payments made as described in Section 5 shall be valid and shall satisfy and discharge the liability of the City upon the Bond to the extent of the amount or amounts so paid.

C. Transfer or Exchange of Registered Ownership; Change in Denominations. The Bond shall be transferred only upon the Bond Register kept by the Registrar. Upon surrender of the Bond for transfer or exchange at the office of the Registrar, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or its duly authorized attorney, the City shall execute and the Registrar shall deliver a new Bond (at the option of the new Registered Owner)

of the same date, maturity and interest rate and for the same aggregate principal amount, subject to such reasonable regulations as the Registrar may prescribe and upon payment sufficient to reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. Any Bond surrendered for transfer or exchange shall be canceled by the Registrar. The Registrar shall not be required to transfer or exchange any Bond after the Bond has been called for prepayment.

The Bond shall be any denomination determined by the City Manager.

Section 7 - Redemption of Bond. The Bond may be redeemed, without penalty and at any time, at the option of the City, or as otherwise set forth in the Agreement.

Section 8 - Notice of Redemption. Notice of any intended redemption of the Bond shall be given not less than 10 days prior to the date fixed for redemption by United States mail to each Registered Owner of the Bond to be redeemed at its address as it appears on the Bond Register on the day the notice is mailed. The requirements of this section shall be deemed to be complied with when notice is mailed as provided herein, whether or not it is actually received by the Registered Owner. All official notices of redemption shall be dated and shall state the redemption date and the redemption price.

Section 9 - Series 2017 Bond Fund. A special fund of the City designated the "Utility Revenue Bond Fund, Series 2017" is hereby created for the purpose of paying and securing the payment of the Bond. The Series 2017 Bond Fund shall be held separate and apart from all other funds and accounts of the City and shall be a trust fund for the owners, from time to time, of the Bond.

A. The City hereby irrevocably obligates and binds itself for as long as the Bond remains Outstanding to set aside and pay into the Series 2017 Bond Fund from Net Revenues or money in the Utility Revenue Fund, on or prior to the respective dates on which the same become due:

(1) such amounts as are required to pay the interest scheduled to become due on the Outstanding Bond; and

(2) such amounts as are required to pay maturing principal of the Outstanding Bond.

B. Said amounts so pledged to be paid into the Series 2017 Bond Fund are hereby declared to be a prior lien and charge upon Gross Revenue superior to all other charges of any kind or nature whatsoever, except for Operating Expenses and except that the amounts so pledged are of equal lien to any lien and charge thereon heretofore made or which may hereafter be made to pay and secure the payment of the principal of and interest on any Parity Bonds.

Section 10 - Form of Bond. The Bond, in the form of a promissory note, shall be signed and delivered to the Purchaser on the date of issuance of the Bond. The form of such Bond certificate shall be in the following form, with such variations, omissions and insertions as may be required or permitted by this resolution and the Master Resolution:

[FORM OF BOND]

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF PALMER

NO. _____

\$ _____

UTILITY REVENUE BOND, 2017

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Palmer, a municipal corporation of the State of Alaska (the "City"), acknowledges itself indebted and for value received promises to pay (but only out of the sources mentioned herein) to the Registered Owner identified above, or its registered assigns, the Principal Amount stated above together with accrued interest thereon. This Bond shall bear interest from its date, at a variable rate of interest equal to the 1-Year Constant Maturity Treasury Index (the "Index"), plus 4 percent (4%) per annum. The Index shall be reset annually on the anniversary date of the issuance of the Bond. The value of the Index shall be based on the Federal Reserve Fund publication.

Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on this Bond shall be payable monthly following initial disbursement of Bond proceeds. Interest shall accrue only on the outstanding principal amount of this Bond, and be due and payable on the 10th day of each month, until _____, 2020, when the outstanding principal of this Bond, plus accrued interest, shall be due and payable.

This Bond is a multiple draw bond; draws are permitted up to the face amount of this Bond beginning on the date hereof through _____, 2020 for payment of wastewater utility improvements.

Both principal of and interest on this Bond shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Installments of principal and interest on this Bond shall be paid by check mailed by first class mail to the Registered Owner no later than the tenth day of the month in which payment is due at the address appearing on the Bond Register; provided that the final installment of principal and interest on this Bond shall be payable upon presentation and surrender of this Bond by the Registered Owner at the office of the Finance Director of the City, in Palmer, Alaska.

This Bond is subject to prepayment by or on behalf of the City, in whole or in part, at any time without penalty.

This Bond is a special obligation of the City and is one of a duly authorized issue of Bonds of the City designated "City of Palmer, Alaska, Utility Revenue Bonds" (the "Bonds"), issued and

to be issued in various series under Section 11.1(a)(2) of the Palmer City Charter and Resolution No. 1150 (the "Master Resolution"), adopted June 9, 1998, and a series resolution authorizing each such series. As provided in the Master Resolution, the Bonds may be issued from time to time pursuant to series resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and, subject to the provisions thereof, may otherwise vary. The aggregate principal amount of Bonds which may be issued under the Master Resolution is not limited, and all Bonds issued and to be issued under said Master Resolution are and will be equally and ratably secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Master Resolution.

This Bond is one of a series of Bonds issued in the aggregate principal amount of \$_____ under the Master Resolution and Resolution No. 17-_____ (the "Series Resolution"), adopted February __, 2017, for the purpose of providing funds for acquisition and construction of wastewater utility and related capital improvements, as authorized by the qualified voters of the City at the October 4, 2011 and October 4, 2016 regular City elections, pursuant to Resolution Nos. 11-022 and 16-81, respectively, of the City (the "Project").

This Bond shall be an obligation only of the Series 2017 Bond Fund and shall be payable and secured as provided in the Master Resolution and the Series Resolution. Neither the faith and credit nor the taxing power of the City is pledged for the payment of the Bond. The City has pledged to pay into the Series 2017 Bond Fund from Net Revenues or money in the Utility Revenue Fund, on or prior to the respective dates on which the same become due such amounts as are required to pay the interest and the principal to become due on this Bond. Said amounts so pledged are hereby declared to be a lien and charge upon Gross Revenue superior to all other charges of any kind or nature whatsoever, except for Operating Expenses and except that the amounts so pledged are of equal lien to any lien and charge thereon theretofore made or which may hereafter be made to pay and secure the payment of the principal of and interest on any Parity Bonds.

IT IS HEREBY CERTIFIED and declared that this Bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and the home rule Charter and ordinances of the City of Palmer, and that all acts, conditions and things required to happen, to be done, and to be performed precedent to and on the issuance of this Bond have happened, been done and been performed.

IN WITNESS WHEREOF, the City of Palmer, Alaska, has caused this Bond to be executed by the manual signature of its Mayor and attested by its Clerk under the seal of the City on this ____ day of _____ 2017.

CITY OF PALMER

_____/specimen/
_____, Mayor

ATTEST:

_____/specimen/
_____, City Clerk

Section 11 - Execution of Bond. The Bond shall be executed on behalf of the City by the Mayor and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the City Clerk. The execution of the Bond on behalf of the City by persons that at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

Section 12 - Mutilated, Destroyed, Stolen or Lost Bond. Upon surrender to the Registrar of a mutilated Bond, the City shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the authentication and delivery of a new Bond under this section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith. Any Bond issued pursuant to this section in substitution for a Bond alleged to be destroyed, stolen or lost shall constitute an original additional contractual obligation on the part of the City, whether or not the Bond alleged to be destroyed, stolen or lost be at any time enforceable by anyone.

Section 13 - Sale of Bond: General Authorization to City Officials. The negotiated sale of the Bond to the Purchaser is hereby authorized, ratified and confirmed.

Subject to this Section 13, all actions heretofore taken by the proper officials for the City to complete such sale of the Bond are hereby authorized, ratified and confirmed, including, without limitation, the execution and delivery of the Agreement.

Section 14 - Disposition of the Sale Proceeds of the Bond. The sale proceeds of the Bond shall be applied to pay Costs of the Project and issuance costs of the Bond, and shall be deposited in the appropriate funds or accounts of the City for such purposes.

Section 15 - City Manager. The City Manager's execution of all documents and any action necessary or desirable taken to carry out the provisions of this resolution and all such actions to effectuate the issuance of the Bond are hereby authorized, ratified and confirmed. This authority includes without limitation authorization to execute and deliver on behalf of the City the Agreement, consistent with the terms of this resolution and the Master Resolution.

Section 16 – Defeasance. Payment of any and all of the principal and interest installments of the Bonds may be provided for by the irrevocable deposit of cash, non-callable government obligations or any combination thereof. The cash and the maturing principal and interest income on such government obligations, if any, must be sufficient and available without reinvestment to pay when due such principal, whether at maturity or upon fixed prepayment date(s), together with interest thereon. The cash and government obligations shall be held irrevocable in trust for the Registered Owner of the Bond solely for the purpose of paying such principal and interest as

the same shall mature or become payable upon prepayment, and, if applicable, upon the giving of notice of prepayment and notification to the Registered Owner that the deposit required by this section has been made and that such principal is deemed paid in accordance with this resolution. Such principal shall no longer be deemed outstanding hereunder. The obligation of the City in respect of such principal and interest shall nevertheless continue but the Registered Owner shall thereafter be entitled to payment only from the cash and government obligations deposited in trust to provide for the payment of such principal and interest.

Section 17 - Severability. If any one or more of the covenants or agreements provided in this resolution to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements shall be null and void and shall be deemed separable from the remaining covenants and agreements in this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 18 - Effective Date. This resolution shall be effective upon adoption.

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

Attachment(s):

- Resolution No. 16-001-C

Summary Statement:

The final budget amendment adjusts revenues and expenditures/expenses to more accurately reflect year end balances.

The General Fund (01) revenues for adjustment include the following:

- Increase in Ice Rental revenue over original budget for 2016
- Increase in Arena revenue over original budget for 2016
- Increase in Ice Skate Rental revenue over original budget for 2016
- Increase in Tournaments revenue over original budget for 2016
- Increase in Open Skate revenue over original budget for 2016
- Increase in Shiny Hockey over original budget for 2016
- **Decrease** in Clinics revenue under original budget for 2016
- Increase in Learn to Skate revenue over original budget for 2016
- Increase in Vending revenue over original budget for 2016
- Increase in Sales Tax revenue over original budget for 2016
- Increase in Sales Tax Penalty & Interest revenue over original budget for 2016
- Increase in Business License revenue over original budget for 2016
- Increase in Business License Penalty over original budget for 2016
- Increase in Building Plan Review revenue, budget not provided when revenue line item was established in May of 2016.
- Increase in Building Permit revenue over original budget for 2016
- **Decrease** in Payment in Lieu of Taxes calculated on actual revenues of enterprise funds rather than budgeted revenues
- Increase in Library grants over original budget for 2016
- Increase in Municipal Aid over original budget for 2016
- Increase in Co-op Taxes Elec & Telephone over original budget for 2016
- **Decrease** in Library fees under original budget for 2016
- **Decrease** in Library Meeting Room Rental under original budget for 2016
- Increase in Dispatching over original budget for 2016
- Increase in Planning & Zoning over original budget for 2016
- **Decrease** in Rescue Services Contract under original budget for 2016
- Increase in Grand Administrative Overhead over original budget for 2016
- **Decrease** in Block Grant over original budget for 2016
- **Decrease** in Fines & Forfeitures-Delinquent under original budget for 2016
- **Decrease** in Interest Earnings Assessments under original budget for 2016
- Increase in Street Assessments Earnings with the State of Alaska paying off the special assessment from Gulkana LID
- Increase in Credit Card Admin Fee over original budget for 2016
- Increase in Property & Equipment Sales PW over original budget for 2016
- Increase in SART Revenue reimbursement by the State of Alaska
- Increase in Misc Income – Community Services over original budget for 2016
- Increase in Misc Income – Public Safety for reimbursement from the State of Alaska for the Moose Creek Fire response
- Increase in NPO Write OFF/PERS Relief not originally budgeted
- Increase in Insurance Reimbursement for damages to Public Works vehicle

Amendments to the General Fund (01) expenditures include the following:

- Increase in PERS on Behalf for the general fund offset by revenue
- Decrease in Finance unemployment taxes transferred to Comm Center unemployment taxes
- Increase in Community Development legal for the planning and zoning appeals throughout 2016
- Increase in Non-Departmental Land Purchases for appraisals done on City properties
- Increase in Police Department Services for SART reimbursement by the State of Alaska
- Increase in Public Works contractual services for vehicle repairs reimbursed by insurance
- Increase in Library office equipment for wiring off set by revenue
- Increase in Library Grant operating supplies for actual grant money received
- Increase in Salaries at the MTA Event Center due to coverage while manager was off
- Increase in Learn to Skate expenses due to increase revenue and cost of the instructors

Amendments to the Water/Sewer Fund (02) revenues include the following:

- Increase in Water Charges revenue over original budget for 2016
- Increase in Sewer Charges revenue over original budget for 2016
- Increase in Penalty revenue over original budget for 2016
- Increase in Insurance Reimbursement over original budget for 2016
- Increase in Credit Card Fee Revenue over original budget for 2016
- Increase in Misc Income due to MEA refund and after hour service calls
- Increase in NPO Write OFF/PERS Relief not originally budgeted

Amendments to the Water/Sewer Fund (02) expenses include the following:

- Increase in PERS on Behalf offset by revenue
- Increase in Legal with offsetting insurance reimbursement revenue

Amendments to the Airport Fund (03) revenues and expenses include the following:

- Increase in Fuel Flowage Fees Revenue not originally budgeted
- Increase in NPO Write OFF/PERS Relief not originally budgeted
- Increase in PERS on Behalf expense offset by revenue

Amendments to the Solid Waste Fund (05) revenues and expenses include the following:

- Increase in NPO Write OFF/PERS Relief not originally budgeted
- Increase in PERS on Behalf expense offset by revenue
- Decrease in Equipment for purchases of garbage dumpsters and garbage truck moved to the 2017 budget

Amendments to the Airport Capital Projects Fund (30) to increase revenue and expenses to the actual dollar amount to be funded by the FAA on the Master Plan Grant Phase 3 portion.

General Fund Unassigned Fund Balance:

The General Fund unassigned fund balance after Resolution No. 16-001-C, will be \$3,871,054.00. This brings the unassigned fund balance to 33.05% of total budgeted general fund expenditures. This is above the 16.6% best practices recommendation by the Government Finance Officers Association for the unassigned fund balance.

Administration's Recommendation: Approve Resolution No. 16-001-C amending the City of Palmer Budget for the Fiscal Year Ending December 31, 2016.

Introduced by: City Manager Wallace
Public Hearing Date: February 28, 2017
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 16-001-C

A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2016

WHEREAS, at the February 28, 2017, council meeting the manager presented budget amendments and the City Council approved increasing General Fund (01) revenues \$599,957.00 and increasing General Fund (01) expenditures by \$227,293.00 for a net increase of \$372,664.00; and

WHEREAS, at the February 28, 2017, council meeting the manager presented budget amendments and the City Council approved increasing Water/Sewer Fund (02) revenues \$157,359.00 and increasing Water/Sewer Fund (02) expenses \$20,349.00 for a net increase of \$137,010.00; and

WHEREAS, at the February 28, 2017, council meeting the manager presented budget amendments and the City Council approved increasing Airport Fund (03) revenues \$9,408.00 and increasing Airport Fund (03) expenses \$2,948.00 for a net increase of \$6,460.00; and

WHEREAS, at the February 28, 2017, council meeting the manager presented budget amendments and the City Council approved decreasing Solid Waste Fund (05) revenues \$31,161.00 and decreasing Solid Waste Fund (05) expenses \$378,094.00 for a net increase \$346,933.00; and

WHEREAS, at the February 28, 2017 council meeting the manager presented budget amendments and the City Council approved increasing the Airport Capital Projects Fund (30) revenues by \$3,000.00 and increasing the Airport Capital Projects Fund (30) expenses by \$3,000.00; and

NOW, THEREFORE, BE IT RESOLVED the Palmer City Council hereby amends the 2016 budget as follows:

Line item description	Current 2016 Budget	Proposed Amendment	Amended 2016 Budget
GENERAL FUND (01)			
General Fund (01) Revenues:			
01-00-00-3001 Ice Rental	\$ 200,000.00	\$ 2,809.00	\$ 202,809.00
01-00-00-3002 Arena Rental	\$ 17,000.00	\$ 1,380.00	\$ 18,380.00
01-00-00-3004 Ice Skate Rental	\$ 800.00	\$ 883.00	\$ 1,683.00
01-00-00-3006 Tournaments	\$ 3,000.00	\$ 6,449.00	\$ 9,449.00
01-00-00-3007 Open Skate	\$ 5,000.00	\$ 2,857.00	\$ 7,857.00
01-00-00-3009 Shinny Hockey	\$ 3,100.00	\$ 4,038.00	\$ 7,138.00
01-00-00-3011 Clinics	\$ 10,000.00	\$ (4,097.00)	\$ 5,903.00
01-00-00-3014 Learn to Skate	\$ 4,000.00	\$ 3,108.00	\$ 7,108.00
01-00-00-3016 Vending Machines	\$ 2,000.00	\$ 1,363.00	\$ 3,363.00
01-00-00-3130 Sales Tax	\$ 6,400,000.00	\$ 99,500.00	\$ 6,499,500.00
01-00-00-3131 Sales Tax Penalty & Interest	\$ 80,000.00	\$ 4,284.00	\$ 84,284.00
01-00-00-3210 Business Licenses	\$ 50,000.00	\$ 4,690.00	\$ 54,690.00
01-00-00-3211 Business License Penalty	\$ 9,000.00	\$ 3,495.00	\$ 12,495.00
01-00-00-3218 Building Plans Review Revenue	\$ 0.00	\$ 39,280.00	\$ 39,280.00
01-00-00-3221 Building Permits	\$ 112,750.00	\$ 88,150.00	\$ 200,900.00
01-00-00-3310 Payment in Lieu of Taxes	\$ 232,985.00	\$ (4,523.00)	\$ 228,462.00
01-00-00-3343 Library Grants	\$ 6,650.00	\$ 400.00	\$ 7,050.00
01-00-00-3350 Municipal Aid	\$ 241,832.00	\$ 3,555.00	\$ 245,387.00
01-00-00-3362 Co-op Taxes Elec & Tele	\$ 135,000.00	\$ 22,272.00	\$ 157,272.00
01-00-00-3412 Library Fees	\$ 22,500.00	\$ (3,543.00)	\$ 18,957.00
01-00-00-3413 Library Meeting Room Rental	\$ 3,000.00	\$ (1,175.00)	\$ 1,825.00
01-00-00-3422 Dispatching	\$ 863,823.00	\$ 31,176.00	\$ 894,999.00
01-00-00-3427 Planning & Zoning	\$ 7,000.00	\$ 1,210.00	\$ 8,210.00
01-00-00-3428 Rescue Services Contract	\$ 55,000.00	\$ (5,000.00)	\$ 50,000.00
01-00-00-3440 Grant Admin Overhead	\$ 55,000.00	\$ 13,174.00	\$ 68,174.00
01-00-00-3455 Administrative Services	\$ 650,167.00	\$ 7,503.00	\$ 657,670.00
01-00-00-3475 Library Block Grant	\$ 40,000.00	\$ (20,000.00)	\$ 20,000.00
01-00-00-3511 Fines & Forfeitures-Delinquent	\$ 70,000.00	\$ (21,235.00)	\$ 48,765.00
01-00-00-3612 Interest Earnings Assessments	\$ 12,440.00	\$ (11,440.00)	\$ 1,000.00
01-00-00-3632 Street Assessments Earnings	\$ 75,000.00	\$ 66,483.00	\$ 141,483.00
01-00-00-3640 Credit Card Admin Fee	\$ 0.00	\$ 177.00	\$ 177.00
01-00-00-3662 Property & Equip Sales PW	\$ 0.00	\$ 45,368.00	\$ 45,368.00
01-00-00-3685 SART Revenue	\$ 0.00	\$ 1,429.00	\$ 1,429.00
01-00-00-3688 Misc Income-Comm Services	\$ 1,000.00	\$ 1,041.00	\$ 2,041.00
01-00-00-3689 Misc Income – Public Safety	\$ 4,000.00	\$ 18,531.00	\$ 22,531.00
01-00-00-3691 NPO Write OFF/PERS Relief	\$ 0.00	\$ 188,046.00	\$ 188,046.00
01-00-00-3693 Insurance Reimbursement	\$ 6,820.00	\$ 8,319.00	\$ 15,139.00
TOTAL GENERAL FUND REVENUE AMENDMENTS		\$ 599,957.00	

Line item description	Current 2016 Budget	Proposed Amendment	Amended 2016 Budget
General Fund (01) Expenditures:			
Finance:			
01-01-10-6017 General Fund PERS on Behalf	\$ 0.00	\$ 188,046.00	\$ 188,046.00
01-01-10-6072 Unemployment Taxes	\$ 22,000.00	\$ (7,890.00)	\$ 14,110.00
Total Finance Amendments		\$ 180,156.00	
Community Development:			
01-01-12-6027 Legal	\$ 6,000.00	\$ 11,000.00	\$ 17,000.00
Total Community Dev Amendments		\$ 11,000.00	
Non-Departmental:			
01-01-70-6899 Land Purchase	\$ 0.00	\$ 12,000.00	\$ 12,000.00
Total Non-Departmental Amendments		\$ 12,000.00	
Police Department:			
01-12-10-6029 Services	\$ 25,000.00	\$ 1,429.00	\$ 26,429.00
Total Police Department Amendments		\$ 1,429.00	
Communication Center:			
01-12-70-6072 Unemployment	\$ 0.00	\$ 7,890.00	\$ 7,890.00
Total Communication Center Amendments		\$ 7,890.00	
Public Works Admin:			
01-17-10-6030 Contractual Services	\$ 40,000.00	\$ 8,319.00	\$ 48,319.00
Total Public Works Amendments		\$ 8,319.00	
Library:			
01-19-10-6054 Office Equipment	\$ 8,300.00	\$ 749.00	\$ 9,049.00
Total Library Amendments		\$ 749.00	
Library Grants:			
01-19-23-6044 Operating Supplies	\$ 6,800.00	\$ 250.00	\$ 7,050.00
Total Library Grants Amendments		\$ 250.00	
MTA Events Center:			
01-19-40-6011 Salaries	\$ 89,321.00	\$ 5,000.00	\$ 94,321.00
01-19-40-6104 Learn to Skate	\$ 2,000.00	\$ 500.00	\$ 2,500.00
Total MTA Events Center Amendments		\$ 5,500.00	
TOTAL GENERAL FUND EXPENDITURES AMENDMENTS		\$ 227,293.00	
WATER/SEWER FUND (02)			
Revenues:			
02-00-00-3450 Water Charges	\$ 1,300,106.00	\$ 59,000.00	\$ 1,359,106.00
02-00-00-3470 Sewer Charges	\$ 1,055,868.00	\$ 44,000.00	\$ 1,099,868.00
02-00-00-3609 Penalty	\$ 20,000.00	\$ 6,348.00	\$ 26,348.00

Line item description	Current 2016 Budget	Proposed Amendment	Amended 2016 Budget
02-00-00-3615 Insurance Reimbursement	\$ 25,000.00	\$ 26,266.00	\$ 51,266.00
02-00-00-3640 Credit Card Fee Revenue	\$ 2,500.00	\$ 911.00	\$ 3,411.00
02-00-00-3690 Misc. Income	\$ 5,500.00	\$ 8,030.00	\$ 13,530.00
02-00-00-3691 NPO Write Off/PERS on Behalf	\$ 0.00	\$ 12,804.00	\$ 12,804.00
TOTAL WATER/SEWER REVENUE AMENDMENTS		\$ 157,359.00	
Expenses:			
02-01-10-6018 PERS on Behalf	\$ 0.00	\$ 6,047.00	\$ 6,047.00
02-01-10-6027 Legal	\$ 20,000.00	\$ 7,545.00	\$ 27,545.00
02-01-50-6018 PERS on Behalf	\$ 0.00	\$ 6,757.00	\$ 6,757.00
TOTAL WATER/SEWER EXPENSE AMENDMENTS		\$ 20,349.00	
AIRPORT FUND (03)			
Revenues:			
03-00-00-3375 Fuel Flowage Fees Revenue	\$ 0.00	\$ 6,460.00	\$ 6,460.00
03-00-00-3691 NPO Write Off/PERS on Behalf	\$ 0.00	\$ 2,948.00	\$ 2,948.00
TOTAL AIRPORT REVENUE AMENDMENTS		\$ 9,408.00	
Expenses:			
03-01-10-6018 PERS on Behalf	\$ 0.00	\$ 2,948.00	\$ 2,948.00
TOTAL AIRPORT EXPENSE AMENDMENTS		\$ 2,948.00	
SOLID WASTE FUND (05)			
Revenues:			
05-00-00-3460 Solid Waste Collection	\$ 676,271.00	\$ (35,162.00)	\$ 641,109.00
05-00-00-3609 Penalty	\$ 6,000.00	\$ 1,595.00	\$ 7,595.00
05-00-00-3691 NPO Write Off/PERS on Behalf	\$ 0.00	\$ 2,406.00	\$ 2,406.00
TOTAL SOLID WASTE REVENUE AMENDMENTS		\$ (31,161.00)	
Expenses:			
05-01-10-6018 PERS on Behalf	\$ 0.00	\$ 2,406.00	\$ 2,406.00
05-01-10-6053 Equipment	\$ 420,000.00	\$ (380,500.00)	\$ 39,500.00
TOTAL SOLID WASTE EXPENSE AMENDMENTS		\$ (378,094.00)	
AIRPORT CAPITAL PROJECTS FUND (30)			
Revenues:			
30-00-00-3378 FAA Grant MPP3 Exhibit A	\$ 57,700.00	\$ 3,000.00	\$ 60,700.00
TOTAL AIRPORT CAPITAL PROJECTS REVENUE AMENDMENTS		\$ 3,000.00	
Expenses:			
30-03-10-7127 FAA Airport MPP3 Exhibit A	\$ 57,700.00	\$ 3,000.00	\$ 60,700.00
TOTAL AIRPORT CAPITAL PROJECTS EXPENSE AMENDMENTS		\$ 3,000.00	

Approved by the City Council of the City of Palmer, Alaska, this 28th day of February, 2017.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Action Memorandum No. 17-013**

Subject: Authorize the City Manager to Sign Amendment No. 5 to the Palmer Museum of History and Art Contract for Curatorial, Archival and Museum Services to Reflect Payments for 2017


Agenda of: February 28, 2017

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


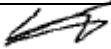

Originator Information:

Originator: Community Development Director Sandra Garley

Department Review:

Route to:	Department Director:	Signature:	Date:
<u> x </u>	Community Development		<u>01/24/17</u>
<u> x </u>	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: \$ 46,200.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-01-20-6030 Contractual Services
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Amendment No. 5 to Contract for Curatorial, Archival and Museum Services
- Contract approved February 14, 2012

Summary Statement:

Approval of this Action Memorandum will authorize this year's payments as approved in the FY 2017 Budget on December 13, 2016 to the Palmer Museum of History and Art (PMHA) for detailed museum services. The \$46,200.00 approved for FY 2017 is the same amount paid to the PMHA for these services in FY 2015 and FY 2016.

A contractual relationship has existed between the City and the Palmer Museum of History and Art (PMHA) designating the PMHA as the exclusive entity responsible for the care, custody, and control of historic artifacts owned by the City since March 2006. On June 28, 2005 the City Council approved Resolution 05-017 authorizing the City to enter into a contract with the PMHA, an Alaska non-profit corporation, to be the official caretaker of all historical artifacts and museum properties for the City. That relationship was formalized by the execution of an Agreement on March 10, 2006.

On February 14, 2012, a new Agreement between the City and Palmer Museum of History and Art was approved by Council. The 2012 Agreement continues to require annual appropriation of funding and the funding section (II. F) has been amended each year since 2012.

The following table shows the history and compensation in the current contract for these services.

<u>Document</u>	<u>Approved by Council</u>	<u>Action Memorandum</u>	<u>Compensation</u>
Contract for Services	February 14, 2012	AM 12-012	\$ 40,000
Amendment #1	February 26, 2013	AM 13-011	\$ 44,000
Amendment #2	January 28, 2014	AM 14-010	\$ 44,000
Amendment #3	January 13, 2015	AM 15-009	\$ 46,200
Amendment #4	March 8, 2016	AM 16-023	\$ 46,200
Amendment #5	Pending		\$46,200

Administration's Recommendation:

To approve Action Memorandum No. 17-013.

Agreement Between
 City of Palmer and Palmer Museum of History and Art
 For Curatorial, Archival and Museum Services

AMENDMENT NO. 5

This Amendment, dated _____, 2017 amends the Agreement for curatorial, archival and museum services approved by Palmer City Council on February 14, 2012 between the City of Palmer (City) and the Palmer Museum of History and Art (PMHA) as follows:

II.F. Subject to the provisions of this Agreement, as compensation for PMHA's services, the City shall pay PMHA, the amount of \$46,200. As approved by the City Council in the FY 2017 Budget, the City shall pay Contractor as follows:

At signing	\$26,200
<u>April 1, 2017</u>	\$10,000
<u>June 1, 2017</u>	\$ 5,000
<u>October 1, 2017</u>	<u>\$ 5,000</u>
TOTAL	\$46,200

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

 Nathan Wallace, City Manager

 Patricia R. Chesbro, President

 Date

 Date

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

On _____, 2017, Patricia R. Chesbro personally appeared before me,
 1. [] who is personally known to me
 2. [] whose identity I proved on the basis of _____
 3. [] whose identity I proved on the oath/affirmation of _____,
 a credible witness to be the signer of the Amendment No. 5 of the Contract for curatorial, archival and museum services between the City and the Palmer Museum of History and Art and she acknowledged that she signed it.

 Notary Public

My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2017, Nathan Wallace, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

AGREEMENT

CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

This Agreement is entered into the 24th day of February, 2012, between the City of Palmer (hereinafter City), a municipal corporation, whose address is 321 West Evergreen Avenue, Palmer, Alaska 99645, and the Palmer Museum of History and Art (hereinafter "PMHA"), a non-profit corporation, whose address is 723 South Colony Way, Palmer, Alaska 99645, for the purpose of providing curatorial, archival and museum services to the City.

I. RECITALS:

A. The City has a collection of artifacts (the "Collection") that has been housed in the Palmer Visitor Center for several years; and

B. The PMHA has incorporated as a non-profit corporation dedicated to manage and care for the Collection, and to exhibit and interpret items that depict the history of the greater Palmer area; and

C. By Resolution No. 05-017, attached as Exhibit A, adopted by the City Council of the City of Palmer on June 28, 2005, the City authorized the City Manager to enter into a contract with the PMHA to be the exclusive entity responsible for the care, custody, and control of the historical artifacts owned by the city.

II. THEREFORE, it is agreed as follows:

A. The full time and best efforts of the PMHA as an independent contractor of the City shall be expended to provide curatorial, archival and museum services to the City in accord with industry best practices and City budgets, as adopted and amended from time to time.

B. PMHA shall perform all tasks associated with the ownership of the historical artifacts owned by the City, also referred to as the Collection, entrusted to its care in a good and professional manner. These tasks are generally described as follows:

1. Complete an inventory or catalogue of all items in the Collection and provide either a paper or digital copy of the inventory or catalogue to the City to be archived by the City.

2. Complete the registration of all items in the Collection.

3. Collect and register items appropriate to the PMHA purpose as described in the PMHA collections policy, attached as Exhibit A. Develop and maintain displays of Collection items as public display areas are available for the PMHA's use.

4. Provide for the proper care and custody of the Collection utilizing accepted archival practices.

C. The Collection and items subsequently acquired by the PMHA under this Agreement shall remain the property of the City, unless items are accepted by the PMHA for display under terms of a loan agreement with the owner of the item. In all cases, the PMHA shall prepare and retain records adequate to document the ownership of all items on display or in the Collection.

D. PMHA as an independent contractor is solely responsible for hiring staff and entering into agreements for contract services as necessary to perform its duties under this Agreement.

E. PMHA shall present to the City by September 15 of the then current annual period covered by this Agreement a proposed work plan and budget for the following calendar year that contains all costs associated with the PMHA's responsibilities under this Agreement for that period. The work plan budget shall identify the source and amount of all revenue the PMHA has received to support its activities for the period. The funds requested by the PMHA in the annual proposed work plan and budget are subject to appropriation by the City Council.

F. Subject to the provisions of Section II of this Agreement, as compensation for PMHA's services, the City shall pay PMHA the amount of \$40,000. The City shall pay PMHA:

At signing	\$20,000
April 1	\$10,000
June 1	\$ 5,000
October 1	\$ 5,000

G. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to PMHA in connection with performance of its duties under this Agreement; provided, however, that PMHA shall be able to use the City's building and property located at 723 S. Colony Way, Palmer Alaska to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs PMHA may incur in the performance of its obligations under this Agreement have already been included in computation of PMHA's compensation and may not be charged to the City.

1. Use of the 1.42 acre parcel on which the building at 723 S. Colony Way by the PMHA for temporary events and special displays requires prior written consent of the City and acquisition of any required local, state or federal permits.

H. PMHA shall keep and maintain accurate records of the expenditure of City funds and make these records available to the City. At a minimum, these records must include a monthly account showing the expenditure of City funds in the budget line items of

the annual budget, with supporting documentation sufficient to verify those expenditures. The PMHA shall provide the city copies of monthly expense reports and supporting documentation within ten days following the end of the previous monthly period.

I. If PMHA receives grants that provide funds to support PMHA's responsibilities or activities under this Agreement, PMHA, as grantee, shall be solely responsible for compliance with all grant terms and conditions. The City shall have no responsibility to assure PMHA's compliance with grant agreements in which the City is not the grantee. The City may agree to be the grantee for a grant to acquire items for the Collection, to make improvements to the Collection or facility, to enhance the educational opportunities provided at the museum, or other activities that support the PMHA's responsibilities or activities under this Agreement if permitted by the granting agency and approved by the Palmer City Council.

J. This Agreement shall start on the date duly executed by both parties and continue until December 31, 2016. Thereafter, this Agreement may be renewed by a writing signed by both parties for two additional five year periods. This Agreement is always subject to termination as described in Section K and L and this Agreement is subject to annual appropriation by the Council.

K. Termination of Agreement for Cause. If, through any cause, the PMHA shall fail to fulfill in a timely and proper manner the obligations under this agreement, or if the PMHA shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the PMHA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

L. Termination of Agreement for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the PMHA of such termination and specifying the effective date of such termination. If the City notifies PMHA of a termination for the convenience of the City, the City will pay PMHA all costs duly chargeable to the City under this contract, not previously paid, for the actual performance of this contract during the then current year before the effective date of the termination.

M. Modifications. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by signed, written amendment.

N. Equal Employment Opportunity.

1. PMHA will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall keep such records

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and submit such reports concerning the equal opportunity employment provision for applicants for employment and employees as the City may require. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational or educational activities. PMHA agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. PMHA will, in all solicitations or advertisements for employees placed by or on behalf of PMHA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. PMHA will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

2. PMHA shall comply with all Federal statutes and regulations relating to non-discrimination.

O. Assignability.

1. PMHA shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to PMHA from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or PMHA shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to PMHA.

2. PMHA shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

P. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer, Alaska. The law of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Q. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of its provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision of the agreement.

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

S. Relationship of the Parties. PMHA shall perform its obligations as an independent Contractor of the City. The City may administer this Agreement and monitor PMHA's compliance with this Agreement but shall not supervise or otherwise direct PMHA except to provide recommendations and to provide approvals pursuant to this Agreement.

T. Agreement Administration.

1. The City Manager, or his/her designee, will be the representative of the City administering this Agreement.

2. The services to be furnished by PMHA shall be administered, supervised, and directed by its Executive Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reasons, PMHA shall appoint a successor in interest subject to a written approval of the City.

U. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Palmer Business License

Certificate of Insurance

Documentation of Non-Profit status

V. Defense and Indemnification.

1. PMHA shall hold the City, its officers, employees, and agents (collectively, "City") harmless from and defend and indemnify, the City for liability, claims, or causes of action arising out of PMHA's intentionally wrongful or negligent acts or omissions under this agreement.

Responsibility for all actions or claims, including costs and attorney's fees, resulting from injuries or damages sustained by any person or property arising directly or indirectly from PMHA's performance of the agreement, which results from the joint negligence of PMHA and the City shall be apportioned on the basis of comparative fault.

PMHA's duty to defend shall apply regardless of whether it is also alleged that the City's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

W. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the

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language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

X. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Y. Independent Contractor. PMHA provides its services to the City as an independent contractor of the City. PMHA has no other legal relationship with the City.

Z. Notices. Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed to the following address:

City: City Manager
City of Palmer
213 W. Evergreen Avenue
Palmer, AK 99645

PMHA: Executive Director
Palmer Museum of History and Art
723 S. Colony Way
Palmer, AK 99645

III. FUND VERIFICATION:

Fund source and verification of funds for this project:

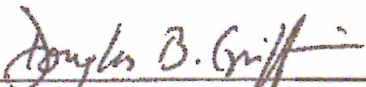
Funding Source: 01-01-20-6030

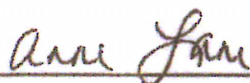

Verified by

2/27/12
Date

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART


Douglas B. Griffin, City Manager

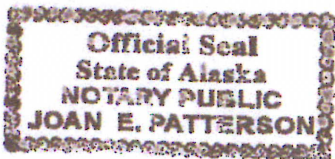

Anne Lane

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 24, 2012, Anne Lane personally appeared before me,

- 1. [] who is personally known to me
- 2. [x] whose identity I proved on the basis of Alaska Driver's License
- 3. [] whose identity I proved on the oath/affirmation of _____, a credible witness

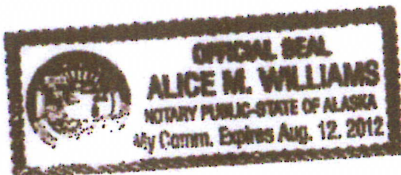
to be the signer of the Agreement for **the Palmer Museum of History and Art** acknowledged that he/she signed it.



Joan E. Patterson
Notary Public
My Commission expires: With Office

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On February 27, 2012, Douglas B. Griffin, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams
Notary Public
My Commission expires: Aug 12, 2012

Attachment(s):

- Amendment No. 2 to Contract for Visitor Information Services
- Contract for Visitor Information Services approved March 10, 2015

Summary Statement:

Approval of this Action Memorandum will authorize this year’s payments to the Palmer Museum of History and Art (PMHA) for Visitors Information Services as approved in the FY 2017 Budget on December 13, 2016. The \$70,115.00 approved for FY 2017 is a 12% increase over FY 2016. The increased costs represent increased costs due to the new minimum wage (8.75 to 9.80) and increased monthly expenses due to necessary updates to the Visitor Information Services phone system.

The City requires the Visitor Information Center to be open seven days a week from May through September and further requires that at least two PMHA staff members are in the Center during hours of operation.

The City’s original contract with the Palmer Museum of History and Art to staff and operate the Visitors Information Center was signed on March 24, 2009. There were five one-year extensions to the 2009 contract before the City published a notice for a Request for Proposals for this professional service in January 2015. The current contract was awarded to the Palmer Museum of History and Art on March 2015.

The following table shows the history and compensation in the current contract for these services.

<u>Document</u>	<u>Approved by Council</u>	<u>Action Memorandum</u>	<u>Compensation</u>
Contract for Services	March 10, 2015	AM 15-027	\$ 61,400
Amendment #1	February 9, 2016	AM 16-017	\$ 61,400

Administration’s Recommendation:

To approve Action Memorandum No. 17-014 authorizing the City Manager to sign Amendment 2 to the Contract for Visitors Information Services awarded to the Palmer Museum of History and Art on March 10, 2015 to reflect payments for 2017.

Contract
For
Visitor Information Services

AMENDMENT NO. 2

This Amendment, dated _____, 2017 amends the Contract for Visitor Information Services dated March 19, 2015, between the City of Palmer (City) and the Palmer Museum of History and Art (PMHA), as follows:

The payment schedule outlined in Section 5. A. Compensation is amended to read as follows to reflect the following payment dates in 2017:

A. Subject to the provisions of this contract, as compensation for all of the Contractor's services, the City shall pay Contractor the amount of \$70,115. The City shall pay as follows:

At signing	\$25,115
May 1, 2017	\$15,000
June 1, 2017	\$10,000
July 1, 2017	\$10,000
August 1, 2017	<u>\$10,000</u>
TOTAL	\$70,115

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

Nathan Wallace, City Manager

Patricia R. Chesbro, President

Date

Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2017, Patricia R. Chesbro personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____

3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Amendment No. 2 of the Contract for Visitor
Information Services between the City and the Palmer Museum of History and Art and
she acknowledged that she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2017, Nathan Wallace, City Manager, personally appeared before me,
who is personally known to me, to be the signer of the above document, and he acknowledged
that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

**Contract for
Visitor Information Services**

This is a Contract made and entered into effective March 19, 2015 by and between the City of Palmer (City), an Alaska municipal corporation, and the Palmer Museum of History and Art (Contractor).

The parties agree as follows:

Section 1. Employment of Contractor.

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereafter set forth. Contractor accepts the relationship of trust and confidence between it and the City and agrees to perform the services under this Contract with due diligence, due care, and in a good and professional manner.

Section 2. Scope of Work.

Contractor shall perform all the services provided for by this Contract which are described with particularity in this section:

- A. The full-time and best efforts of the Contractor as an independent contractor of the City shall be expended to operate and manage the City's Visitor Information Center in accord with industry best practices and City budgets, as adopted and amended from time to time.
- B. Contractor shall provide visitor information services at the Palmer Visitor Information Center (VIC) between the hours of 9:00 a.m. to 6:00 p.m., seven days a week, for the period of May 1 through September 30 of each year. The service will begin on May 1, 2009.
- C. Contractor shall provide visitor information services such as information and/or brochures about lodging, restaurants and attractions in the general area; knowledgeable information about local goods and services; directions as requested; providing historical information about the Palmer area; to the public in a respectful, and helpful manner at the VIC for the period of the contract.
- D. Contractor shall provide adequate staff to be available to provide visitors with the above listed information. Contractor will provide its employee, at its expense, with a training course in the provision of visitor information services. (Such as courses offered by the Mat-Su Visitors and Convention Bureau and the State of Alaska Department of Commerce.)
- E. Contractor shall provide, without charge, visitor information handout materials, such as brochures, directories or lists, focusing on the greater Palmer area. Guidebooks, books and maps may be sold by Contractor. Other items may be offered for sale with the City's approval.

- F. Contractor shall provide telephone and email contacts for information requests and inquiries by the public for both the part of the year the VIC is open as well as the part of the year that it is closed. This may be by use of a high-quality telephone answering machine. The outgoing message shall be approved by the City. Incoming messages are to be retrieved and responded to on a daily basis during each week. Compliance with this immediate call back/respond requirement shall be an on-going this contract evaluation factor between the City and the Contractor.
- G. Contractor will establish and maintain a website under the auspices of the City's website (www.cityofpalmer.org). This website will be owned and paid for by the City and will remain the property of the City at any termination of this contract. The City will provide training to one of Contractor's employees on the use of the website. The City must approve the general content of the website, including any links to businesses.
- H. KEY PROVISION. The City demands that Contractor provide courteous and responsive service to the public through personable and friendly answering of questions and dissemination of information about the City of Palmer, the history of Palmer and the region, as well as about local businesses and attractions in the City and greater Palmer area. The City requires that Contractor provide competent and friendly staff at all operating hours with at least two (2) knowledgeable and trained individuals, on-scene at all open hours, to accomplish the above services. Contractor will conduct on-going quality assurance testing throughout the summer in order to provide consistent, high-quality, visitor information services to meet the requirements listed in this contract.
- I. The City will be responsible for routine maintenance of the VIC building, such as entrance area snow removal, trip and fall safety mitigation, replacing light bulbs. The City shall also be responsible for exterior building and grounds maintenance (including all window washing), and maintenance and repair of the building structure, and major VIC fixtures, which are defined as heating system, the plumbing system, and major electrical work. Contractor shall be responsible for janitorial service (cleaning floors, restrooms; emptying trash).
- J. The City will be responsible for payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and basic phone service. Contractor will be responsible for long distance phone charges. The installed telephone system and phones will remain the property of City.

Section 3. Insurance.

- A. Contractor shall provide the City with a Certificate of Insurance for a minimum of \$1,000,000 per event of Commercial General Liability insurance which names the City as an additional named insured, with thirty (30) days prior notice of cancellation. In addition, the Contractor will provide the City with proof of Workers Compensation insurance for its employees.
- B. Contractor shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to

the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- C. A lapse in insurance coverage is a material breach of this Contract which shall result in immediate termination of the agreement, pursuant to Section 6.

Section 4. Time of Performance.

The services of Contractor shall commence on March 31, 2015, and shall terminate on December 31, 2019. The period of performance may be extended for two (2) additional one-year periods, beginning on January 1 and ending on December 31 of the year of the extension, only by the mutual written agreement of the parties and the approval of the Palmer City Council.

Section 5. Compensation.

- A. Subject to the provisions of this Contract, as compensation for all of Contractor's services, the City shall pay Contractor the amount of \$61,440. The City shall pay Contractor as follows:

At signing	\$15,440
May 1	\$15,000
June 1	\$10,000
July 1	\$10,000
August 1	\$11,000

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

Section 6. Termination of this Contract for Cause.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the contractor under this contract are the property of the City and shall be delivered to the City by or upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with the payment provision of section 5, pro rata to the effective date of termination only for work completed to the City's satisfaction in accordance with Section 2 and the other terms of this Contract.

Section 7. Termination for Convenience of City.

The City may terminate this Contract at any time by giving written notice to the contractor of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 6 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. Contractor shall be entitled to receive compensation in accordance with the payment provisions of Section 5, pro rata to the effective date of termination only for work completed to the City's satisfaction in accordance with Section 2 and the other terms of this Contract. If this Contract is terminated due to the fault of the Contractor, Section 6 of this Contract shall govern the rights and liabilities of the parties.

Section 8. Causes Beyond Control.

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of Contract, non-performance resulting from such cause or cause shall not be deemed to be a breach of this Contract which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Contractor shall exercise all reasonable diligence to resume and complete performance of the obligations with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Contractor from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City will determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

Section 9. Modification.

The parties may mutually agree to modify the terms of the contract. Modifications to this Contract shall be incorporated into this Contract by written amendments.

Section 10. Equal Opportunity.

- A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to the race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. Contractor agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination

clause. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by Contract.

- B. Contractor shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 10 (A) for applicants for employment and employees as the City may require.

Section 11. Interest of Members of City and Others.

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

Section 12. Assignability.

- A. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Contractor from the City under this Contract may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any moneys due the assignee of this Contract which are paid directly to the Contractor.
- B. Contractor shall not delegate duties or otherwise subcontract work or services under this Contract without the prior written approval of the City.

Section 13. Interest of Contractor.

Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Section 14. Findings Confidential.

To the extent permitted or required by law, any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept confidential shall not be made available to any individual or organization by the contractor without the prior written approval of the City.

Section 15. Officials Not to Benefit.

No members of the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Contract. No member of the legislature or officer of the state of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Contract.

Section 16. Audits and Inspections.

At any time during normal business hours and as often as the City or Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Contract and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits or all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by Contract.

Section 17. Non-Waiver.

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

Section 18. Permits, Laws, and Taxes.

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

Section 19. Relationship of the Parties.

Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Contract and monitor the Contractor's compliance with this Contract but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to Contract.

Section 20. Contract Administration.

The City Manager, or designee, will be the representative of the City administering this Contract.

Section 21. Integration.

This instrument and all exhibits and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

Section 22. Defense and Indemnification.

Contractor shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Contractor under Contract. Contractor shall not be required to indemnify the City for a claim of, or liability for, the independent

negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "City," as used within this article, include the employees, agents and other Contractors/subcontractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than the City's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Section 23. Interpretation and Enforcement.

This Contract is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Contract are not to be construed as limitations or definitions but are for identification purposes only.

Section 24. Understanding.

Contractor acknowledges that the Contractor has read and understands the terms of Contract, has had the opportunity to review the same with counsel of their choice, and is executing this Contract of their own free will.

Section 25. Severability.

If any section or clause of this Contract is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this contract shall remain in full force and effect.

Section 26. Jurisdiction, Choice of Law.

Any civil action arising from this Contract shall be brought in the superior court for the Third Judicial District of the state of Alaska at Palmer, only. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Section 27. Miscellaneous.

- A. Contractor shall comply with all laws and ordinances and any lawful regulations or orders of any regulatory board, commission or agency of the City of Palmer, the Matanuska-Susitna Borough, the State of Alaska, or the Federal Government relating in any way to its duties and responsibilities under this Contract.
- B. Contractor shall not solicit, accept, or attempt to accept any kickback. The term kickback means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Contractor, any relative by blood or marriage of Contractor, any person having a financial relation with Contractor, or any employee of Contractor for the purpose of improperly obtaining or rewarding favorable treatment in connection with Contractor's duties and responsibilities under this Contract.

Section 28. Notices.

Any notice required pertaining to the subject matter of this Contract shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following:

City:

City Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Contractor:

Executive Director
Palmer Museum of History and Art
723 S. Valley Way
Palmer, AK 99645

Section 29. Counterparts.

Contract may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 30. Survival of Representations and Warranties.

The representations, warranties, covenants, and agreements of the parties under Contract, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of Contract.

Section 31. Fund Verification.

Fund source and verification of funds for this project:

Funding Source: 01-01-20-6030

Joshua Cheema
Verified by

3/19/15
Date

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

Joe Ho
City Manager

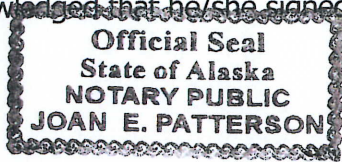
Anne Lane
Anne Lane, President

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On March 19, 2015, Anne Lane personally appeared before me,

- 1. [] who is personally known to me
- 2. [x] whose identity I proved on the basis of Alaska Driver's License
- 3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Contract for Visitor Information Services

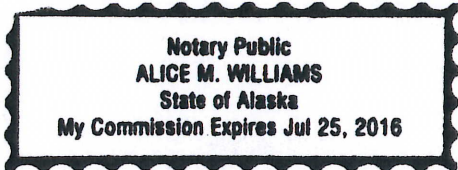
between the City and Visitor Information Services and he/she acknowledged that he/she signed it.



Joan E. Patterson
Notary Public
My Commission expires: With Office

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On March 19, 2015, Joe Hannan, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams
Notary Public
My Commission expires: Jul 25, 2016

Attachment(s):

- Contract for animal control services

Summary Statement:

The contract for animal control services with the MSB has not been updated since March 2013. This contract updates costs for animal control to \$1,691.50 per month beginning in July 1, 2017. This is an increase of \$691.50. The borough through oversight had not requested a contract update in the past 3 years. The rates were calculated in 2015 based on time and costs of "fair share" use of the facility by the City.

This fee covers the usual and customary expenses for the City's use of MSB animal control services that the city cannot provide.

If the City requests additional or after hours service the rate is \$150/per hour per MSB employee and a \$75.00 per transport for animals over 200 pounds. These additional fees remain unchanged from previous contracts.

This contract has proved satisfactory in the past and will begin July 1, 2017, if approved.

Administration's Recommendation:

Approve Action Memorandum No. 17-015 authorize the City Manager to negotiate and execute a contract with the Matanuska Susitna Borough (MSB) for animal control services.

Matanuska-Susitna Borough



December 22, 2016

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

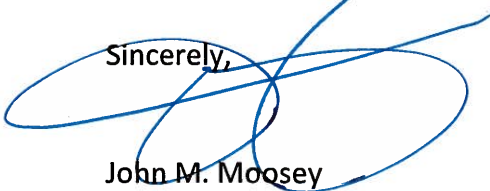
RE: MSB Animal Care and Regulation Agreement with the City of Palmer

Dear Mr. Wallace:

In the Spring of 2015, as a part of the 2016 budget cycle, the Borough reviewed the existing subject agreement and associated rates for animal care and regulation services provided to the City of Palmer. During the review, it was noted that the terms and conditions of the existing agreement had not been updated in many years. It was also noted that the rates associated with this agreement were significantly behind in regards to a fair share cost of doing business. The rates were calculated and adjusted as a direct result of the time and costs associated with providing animal care services to the City of Palmer. As a result, an incremental increase for FY16 was approved by the Borough Assembly for a new agreement to start July 1, 2015 (for FY16). These new rates were discussed with the City of Palmer leadership at the time, however, during the transition to a new Animal Care Director at that time, the new agreement and rates were never implemented.

As the terms of the present agreement, to provide animal care and regulation services to the City of Palmer, are no longer in effect we must now update them. The attached agreement reflects the increased rates approved by the Assembly for providing animal care services to the City of Palmer and will be effective January 1, 2017 through June 30, 2018. Enclosed are two copies I have signed. Please return one executed copy to us.

Sincerely,


John M. Moosey
Borough Manager

Enclosure: Agreement for Animal Care & Regulation Services



ANIMAL CARE AND REGULATION SERVICES AGREEMENT
BETWEEN
MATANUSKA-SUSITNA BOROUGH
AND
CITY OF PALMER

This agreement (hereinafter "contract") is made and entered into by and between the Matanuska-Susitna Borough, hereinafter referred to as the "Borough", and the City of Palmer, hereinafter referred to as the "City", for animal care and regulation services to be provided by the Borough and paid for by the City.

SECTION 1. Term. This contract shall be effective ^{July 1st, 2017} ~~as of the date it is signed~~ by both parties and through June 30, 2018. This contract may be extended by mutual written agreement of the parties, and any such extensions are subject to renegotiation of payment for services provisions as well as amendment of any other terms at the discretion of the parties.

SECTION 2. Definitions.

Animal: For purposes of this contract an animal is defined as any vertebrate domestic animal, which does not include wild animals or game animals, including but not limited to dogs and cats.

Impoundment: The taking of an animal by the Borough or the City for safekeeping for the protection of the animal, other animals, or persons, until the owner of the animal takes proper custody of the impounded animal.

Large Animal For purposes of this contract a large animal is defined as any domestic animal, which does not include wild animals or game animals, over 200 pounds in weight. This may include but is not limited to livestock such as cows or horses.

Small Animal For purposes of this contract a small animal is defined as any domestic animal, which does not include wild animals or game animals, other than a cat or dog, weighing less than 200 pounds. This includes but is not limited to chickens, ducks, geese, ferrets, rabbits or reptiles.

Reasonable Attempts: Attempts made that an ordinarily prudent and rational person would use in the circumstances.

Quarantine: Strict isolation to prevent the spread of disease or to monitor an animal for contagious diseases or illnesses.

SECTION 3. Scope of Work.

- A. The Borough shall provide, on behalf of the City, the following services:
1. Confine, care, and feed in a humane manner, animals that are brought to the Borough shelter by authorized representatives of the City, by residents of the City, or by other persons, when those animals were found within the City limits.

2. Provide for the 24 hour, 7 day per week access of the shelter for drop off of animals by a City Police Officer.
3. Release animals to their owners upon adequate proof of ownership and proof of rabies vaccination. The Borough will hand out information regarding the City's licensing requirements if that information is provided to the Borough for distribution.
4. Provide humane euthanasia for animals not redeemed or adopted or that are deemed not adoptable.
5. Hold animals brought to the shelter for at least 72 hours if not licensed and at least 120 hours if properly licensed and the City advises the Borough of the name and phone number of the owner. The City and Borough will make reasonable attempts to locate or contact the owner of any animal brought in by the City prior to disposal by euthanasia or adoption as set out in MSB Title 24.
6. Provide animal adoption services.
7. Provide for rabies quarantine of animals impounded by the City for a period of 10 days, as required by Alaska Administrative Code 7AAC 27.022 (c)(1), unless euthanization is recommended as determined by the Borough veterinarian.
8. Provide pick-up and assist services at the City's request for injured animals, or in certain emergencies. Emergencies are defined as situations where special equipment or animal control skills are required, such as with an animal that requires special handling. The parties agree that this service does not require Borough personnel to routinely pick up stray dogs, cats, or other animals within the City unless the animals are injured or an emergency (as described above) is involved.

B. The City shall provide the following to the Borough:

1. Written authorization for impoundment of any animal found within the City. The City agrees under this contract to provide written authorization either before or after the Borough takes possession of the animal. This requirement does not apply to requests for pick-up or animal submissions by an authorized agent of the City such as a police officer. This requirement does not apply to owner surrenders.
2. A list of people authorized to release animals from impoundment.
3. A current list of police officers. The Borough shall provide the Palmer Police access to the kennels for after hours drop offs.
4. A list of people authorized to request pick-up and assist services, and to commit the City to pay for such services when extra charges are applicable under this contract.
5. To an animal owner who seeks to redeem their animal in the custody of the Borough, proper documents to show proof of the owner having complied with the requirements of the City for the release of the animal.

SECTION 4. Payment for Services. The Borough shall charge fees for shelter services as set forth by the Borough Assembly by resolution as stated in MSB 24.15.030 (A). The City agrees that the Borough shall charge these fees when an owner redeems an animal. The Borough shall accept and keep such fees as payment for Borough provided services.

The Borough shall have the right to enter into payment agreements with an owner, waive any or all of the fees, set check acceptance procedures, allow for the acceptance of credit cards and to set any other fiscal policies as may be necessary and proper for the operations of the shelter. In the event that the

Borough waives any or all of the fees owed by an owner(s), the City shall not be responsible for any portion of that waived fee.

For animals impounded by the City and placed at the Borough shelter, and for other animals originating within the City, and where the owner is unknown or refuses to redeem their animal, the City shall pay a base charge of \$1,691.50 per month, irrespective of the number of animals placed at the Borough shelter during that month. This \$1,691.50 per month base charge also covers pick-up and assist services, except that in certain circumstances as stated below extra charges will be billed. Payments that the Borough receives for shelter services when animals are redeemed shall not be deducted from the \$1,691.50 per month base charge.

For pick-up services involving animals over 200 lbs, there will be an additional charge of \$75.00 per transport.

There will be an additional charge of \$150.00 per hour for all after hours pick-up and assist services. The billed charge shall be \$150.00 per Borough employee per hour and only pertains to services provided off of Borough premises. "After hours" is defined as any time other than Monday through Friday, from 8:00 a.m. to 5:00 p.m.

SECTION 5. Animal Forfeiture. For all animals impounded under this contract, at the end of the required holding period, 120 hours for licensed and 72 hours for unlicensed animals, the City shall forfeit any and all ownership rights in the same animal to the Borough to be disposed of as provided for under MSB 24.15. Such disposal may include adoption, auction, sale, or humane euthanasia.

An exception to forfeiture can be made at the discretion of the Borough Animal Care and Regulation Manager when requested in writing by the City with the understanding and upon the condition that the Borough may bill the City for reasonable extra charges to pay for continued sheltering of the animal by the Borough.

SECTION 6. Termination. Either the Borough or the City may terminate this contract at any time by giving thirty (30) days written notice of such termination to the other party at the address of the contract administrator described in Section 8 of this contract. The City shall be required to pay all fees accrued up to the date of the termination.

SECTION 7. Modifications. The parties may mutually agree to modify the terms of this contract at any time. Modifications to the contract shall be incorporated into the contract by written amendments executed by the parties.

SECTION 8. Contract Administrator. For the duration of this contract, the contract administrator for the Borough shall be the Chief Animal Care & Regulation Manager, whose address is 350 E. Dahlia Avenue, Palmer, Alaska 99645. The contract administrator for the City shall be the Director of Public Safety, whose address is 231 West Evergreen Avenue, Palmer, Alaska, 99645.

SECTION 9. Relationship of Parties. This contract is entered into by agreement of the parties pursuant to AS 29.35.010(13). In addition, the City may monitor the Borough's compliance with

this contract but shall not supervise or otherwise direct the Borough except to provide recommendations and to provide authorizations pursuant to this contract.

SECTION 10. Integration, No Third Party Beneficiaries. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties. This contract does not and is not intended to confer any rights or remedies upon any person or entity other than the City and the Borough.

SECTION 11. Indemnification

Borough Held Harmless: The City shall indemnify, defend, and hold and save the Borough, its elected and appointed officers, agents and employees, harmless from liability of any nature or kind, including costs, expenses, and attorney's fees, for or on account of any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, deprivation of constitutional rights, or any other kind of loss sustained by any person, or property arising from the City's, or the City's officers, agents, employees, contractors, subcontractors or suppliers performance of or failure to perform under this contract.

The City agrees that this indemnification covers, among other things, animals brought to the Borough shelter at the direction of the City or by a resident of the City, and animals that have been found within the City limits.

SECTION 12. Severability. If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under law, the remainder of this agreement shall remain in full force and effect.

SECTION 13. Causes Beyond Control. In the event the Borough is prevented by a cause or causes beyond its control from performing any obligation under this contract, non-performance resulting from such cause or causes shall not be deemed to be breach of this contract which will render the Borough liable for damages or give rights of cancellation of this contract to the City. However, if and when such cause or causes do prevent performance, the Borough shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control", as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Borough and which prevent the performance of the Borough: fire, explosions, acts of God, severe weather conditions, orders of law by duly constituted public authorities, and other major uncontrollable events. The Borough will determine whether the event preventing performance is a cause beyond the Borough's control.

SECTION 14. Interest of Municipal Officers and Others. No officer, member, or employee of the City or the Borough, nor any member of their governing bodies, or other public official of their governing bodies shall participate in any decision relating to this contract which affects his personal or pecuniary interests, or which affects the interests of any corporation, partnership or association in which he or she is directly or indirectly involved.

SECTION 15. Findings Confidential. To the extent authorized by law, any reports, information, data, etc., given to, prepared, or assembled under this contract, which may be kept confidential shall be made available to any individual or organization by either party without the prior written approval of the other party inasmuch as it complies with Alaska Statutes 40.25.110 through 40.25.120.

SECTION 16. Officials not to benefit. No member of or delegate to the Congress of the United States shall be admitted to any share or part thereof or to any benefit to arise from this contract. No member of the legislature or officer of the State of Alaska, City of Palmer, or the Matanuska-Susitna Borough shall be admitted to any share or part hereof or to any benefit to arise out of this contract.

SECTION 17. Publication, Reproduction and Use of Materials. No Material produced, in whole or in part, under this contract shall be subject to copyright in the United States or in any other country. To the extent authorized by law, the Borough or the City of Palmer shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this contract.

SECTION 18. Jurisdiction; Choice of Law. Any civil action arising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer. The law of the State of Alaska shall govern the rights and obligations of the parties.

SECTION 19. Non-waiver. The failure of the Borough at any time to enforce a provision of this contract shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

SECTION 20. Permits, Laws and Taxes. The parties shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to the performance under this contract. All actions taken by the parties under this contract shall comply with all applicable statutes, ordinances, rules and regulations. Each party shall pay all taxes, assessment, or fees pertaining to its performance under this contract.

SECTION 21. Interpretation and Enforcement. This agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification issues only.

SECTION 22. Understanding. The parties acknowledge both have read and understand the terms of this contract, have had the opportunity to review the same with counsel of their choice, and are executing this contract of their own free will.

SECTION 23. Notices. Any notice required pertaining to the subject matter of the contract shall be personally delivered or mailed by pre-paid first class, registered or certified mail to the following address:

**City of Palmer
Action Memorandum No. 17-016**

Subject: Approve a Council Community Grant in the Amount of \$465.00 to Palmer High School to Support Rockin' Hockey 2017

Agenda of: February 28, 2017

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


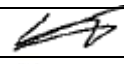

Originator Information:

Originator: City Manager Wallace

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		1/30/17
_____	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: \$ 465.00

This legislation (√):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
X	Creates expenditure in the amount of:	\$ <u>465.00</u>
<input type="checkbox"/>	Creates a saving in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (√):

X	Budgeted	Line item(s): <u>01-02-10-6068 (Community Council Grants)</u>
<input type="checkbox"/>	Not budgeted	_____

Director of Finance Signature: 

Attachment(s):

- Community Council Grant Application-Rockin' Hockey
- Grant Score Sheet
- Letter from PHS

Summary Statement:

The MatSu Borough School District Special Needs and Varsity Hockey will hold Rockin' Hockey at the MTA Events Center this April. The brings together competing and rival athletes from all valley schools in an event to share the game they love with a special population that doesn't have the same opportunity to enjoy the sport of hockey.

The event is expected to bring in 300-350 guests to the MTA Event Center (participants and fans).

This grant would pay for the ice sheet for the event. The group is expecting to collect approximately \$2700 or more to support the event with matching funds.

This event is the only special needs Ice Hockey event in the valley and possibly Alaska or the US as far as the organization knows. This is the second annual event for the organization and received no grant support last year.

Legislation #	Organization	Amount	Date Approved
	Palmer High School-Rockin' Hockey	\$465	
Total 2017 Grants approved prior:		\$0	

Administration's Recommendation:

Approve Action Memorandum No. 17-016 approving a Council Community Grant in the amount of \$465.00 to Palmer High School to support Rockin' Hockey 2017



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

RECEIVED

JAN 27 2017

City of Palmer

Council Community Grant Application

Program, service, project or event title: Rockin' Hockey
 Date(s) of program, service, project or event: April

Applicant Information

Name: Theresa Savle
 Address: 1170 West Bogard Rd.
 City: Palmer State: AK Zip: 99645
 Phone: 907-982-5366 Email: Theresa.Savle@matsuk12.us

Organization Information

Name of organization/group: MSBSD High School Special Needs Varsity
 Type of organization: Non-profit Volunteer community group Other Hockey

Funding Request

Amount of Request: \$ 465
 Matching funds provided by applicant: \$ 0 (We have nearly \$1500 for ice in other costs)

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it promotes economic development for the City of Palmer.

Rockin' Hockey brings together competing and rival athletes from all the valley school in an event where they have the opportunity to share a game we all love with a special population that does not have the same opportunity,

(These athletes support MTA Events Center regularly with High School, Competition, and House hockey)

Project Scope of Work

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

Jan: Secure Donations: Contact Participants
Feb: Order T-shirts: Awards
Secure band, announcer,
score keeper, Nat. Anthem singer
Make menu & get food donations
Secure helmets: seating
Mar. Ensure bussing
Finalize logistics
make sure all students have media releases.

Eligibility

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

Participating students have to meet all ASAA & MSTBSD guidelines.
Participating students will have field trip permission and insurance info. on file with MSTBSD.

Matching Funding Source

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

Palmer, Wasilla, Colony, and Houston Booster Clubs will donate \$100-\$200 each
Carris Palmer donated the cake. MTA donated \$420 for t-shirts last year. Silvertip gave us a discount.
Lions Club, Three Bears, Am. Legion and Senators have been approached.

Community Benefit

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

300-350 (potentially more)

City of Palmer is recognized
as the only Sp. Need
Ice Hockey Event in the
United States as far as we
know.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Hockey/Booster Donation Request	\$ 800	\$	\$
MTA Silver Tip Request	\$ 900	\$	\$
Lions Club	\$ 1000	\$	\$
Misc Other Donations	\$?	\$	\$
Totals	\$ 2700	\$	\$

Expenditures:

Item/Service:	Cash	In-Kind	Total
T-Shirts	\$ 1000	\$	\$
Cake	\$ 200	\$	\$
Food	\$ 1000	\$	\$
MISC	\$ 500	\$	\$
Ice	\$ 465	\$	\$
Totals	\$ 3165	\$	\$

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

Applicant signature:

Cherese M. Sauer

Date:

1/27/17

For Office Use Only

Date received by Manager's Office:

City Council agenda date:

Action Memorandum No.:

City Council:

Approved

Denied

Date Manager's Office notified applicant of request outcome:

Project Name: Rockin' Hockey

Reviewer Name: Nathan Wallace

Date: 1/30/2017

Qualification Pre-Check

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

- X Event must be accessible to all members of the community.
- X Event must take place within Palmer city limits or within one mile of city limits.

Event has received funding from the City in the past. List the years funding was received: none

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

Application Elements		Expectations		Points Earned
Accessibility & Strategic Priorities	10 pts The application clearly states the economic benefits and the reader/evaluator easily understands the benefits to the community and residents of the City.	7 pts. The application states the benefits, however it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the City.	3-0 pts The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the City.	7
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	7
	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
Fiscal	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The reviewer/evaluator has questions or has to use reason to understand the overall budget for the project.	The application does not include a project budget or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit as a result of the event.	The application states the degree of benefits; however, it is not clear and the reviewer/evaluator must assume or use reason to determine the how the community will benefit as a result of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit as a result of this grant.	10
Reporting	The application clearly states how and when the City will receive a post event report on this project.	The application attempts to address how a post event report will be given to the City; however it is unclear and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the City or the reviewer/evaluator cannot determine how the report will be presented.	3
			Total:	47/60



January 24, 2017

City of Palmer,

Last year Steve MacSwain, MTA Events Center Manager, put together a Unified Ice Hockey which included our local valley hockey players (Palmer, Wasilla, Career Tech and Colony High) along with our special needs populations from each of those schools. This year we will be extending the invitation to Houston and Reddington High Schools. If you know of a hockey player who participated, I think I can say without reservation it was a highlight of their "season." The event was professionally video-taped and featured on the news. Check out this news link:

http://www.youralaskalink.com/news/local-high-school-hockey-players-chip-in-for-rockin-hockey/article_116f37c4-fd4e-11e5-88e2-0f1ddebdf1b.html. This event brings together competing and rival athletes from all the valley schools in an event where they have the opportunity to share a game we all love with a population that does not have the opportunity to participate in.

The event will take place April 11. The way the game works is hockey players push our special population around on the ice as they sit in their wheel chair or a regular seat holding a hockey stick as they pursue a beach ball. We will have music, score/time keepers, and an announcer. We hope to have it video-taped again. Parents, school district personnel and community members will be invited to be spectators. We will also be inviting representatives from the Statewide Special Olympics Program in hopes of creating a new event for our young athletes all over.

The cost of ice took quite a chunk out of our budget. We were hoping this year, the City of Palmer would consider covering the cost of the ice. Transportation for students will be arranged by the district. We hope to have t-shirts for each of the participants as well. MTA supported much of that cost last year. We hope to gain their support once again along with other businesses.

Last year our intentions were to provide lunch free of charge for the athletes, which we did. What we didn't anticipate was all the spectators to eat as well. It was fantastic, but ended up with a lot of overage and folks running to the store at the last minute.

We understand the city's support of high school hockey, as well as other community events, is substantial and well appreciated. Our hopes are to continue building this program each year. Last year our total costs was \$2000. We anticipate a greater cost factor due to the larger interest in participation. We would be extremely grateful if the city would consider donating the ice for this event.

Sincerely,

Theresa Savel, Palmer High School Special Education Teacher
(907) 746-8439 Tax Exempt #92-6000034