

City of Palmer Regular City Council Meeting

7 pm, Tuesday, May 24, 2016
Palmer City Council Chambers
231 W. Evergreen Avenue, Palmer

Clerk's Office: 907-761-1301
www.cityofpalmer.org



Mayor DeLena Johnson
Deputy Mayor Brad Hanson
Council Member Richard Best
Council Member Steve Carrington
Council Member Linda Combs
Council Member Edna DeVries
Council Member Pete LaFrance

City Attorney Michael Gatti
City Clerk Norma Alley
City Manager Nathan Wallace

Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. Introduction **Ordinance No. 16-012**: Amending Palmer Municipal Code Section 4.15.020 (I)(5) (Eligibility List) (IM 16-022)Page 9
 - b. **Action Memorandum No. 16-037**: Approve Parks, Recreation, and Cultural Resources Advisory Board Chair Helene Antel's Resignation from the Parks, Recreation, and Cultural Resources Advisory Board.....Page 13
 - 2. **Minutes** of Previous Meetings
 - a. May 10, 2016, Regular MeetingPage 17
- E. Communication and Appearance Requests
 - 1. HDR – Waste Water Treatment Plant Facilities PlanPage 25
- F. Reports
 - 1. City Manager's Report.....Page 45
 - 2. City Clerk's Report
 - 3. Mayor's Report
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearings
 - 1. **Resolution No. 16-014**: Authorizing, Ratifying and Confirming the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of not to Exceed \$1,285,714 and the Borrowing of Said Amount for Purposes of Financing Water Main Replacement (Sherrod Area Steel Water Main Replacement Phase 3); Establishing Ratifying and Confirming the Terms of the Utility Revenue Bond; and Related Matters (IM 16-021) (Public Hearing 2 of 2)Page 55
 - 2. **Ordinance No. 16-011**: Local Vendor Preference for Purposes of Bid or Proposal Evaluation (IM 16-019) (Public Hearing 2 of 2)Page 67

3. **Ordinance No. 16-013:** Amending Palmer Municipal Code Chapter 2.20 Planning and Zoning Commission; Chapter 2.22 Parks, Recreation, and Cultural Resources Advisory Board; Chapter 2.25 Airport Advisory Commission; and Chapter 2.30 Board of Economic Development Authorizing the Mayor to Remove Board and Commission Members (IM 16-023)Page 75

I. Action Memoranda

1. **Action Memorandum No. 16-034:** Authorize City Manager to Negotiate and Execute an Assumption of Proprietary Lease from David R. Allen to Joshua Nance for Palmer Hangars Owners Association Unit No. 4 Lot 11 Block 3 at the Palmer Municipal AirportPage 81
2. **Action Memorandum No. 16-035:** Authorize the City Manager to Negotiate and Execute a One Year Contract with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area (GPFSA)Page 99
3. **Action Memorandum No. 16-036:** Authorize the City Manager to Negotiate and Execute a One Year Contract for Rescue Services with the Matanuska-Susitna BoroughPage 109

J. Unfinished Business

K. New Business

L. Record of Items Placed on the Table

M. Audience Participation

N. Council Member Comments

O. Adjournment

Tentative 2016 Palmer City Council Meetings:

Meeting Date	Meeting Type	Time	Notes
June 14	Special	6 pm	Executive Session
June 14	Regular	7 pm	
June 21	Special	6 pm	Personnel Structure Review
June 28	Special	6 pm	Mid-Year Budget Review
June 28	Regular	7 pm	
July 12	Special	6 pm	2017 Budget Planning Priorities
July 12	Regular	7 pm	
July 26	Regular	7 pm	
August 9	Special	6 pm	2017 Budget Planning Priorities
August 9	Regular	7 pm	

August 23	Special	6 pm	City Manager Review
August 23	Regular	7 pm	
September 13	Regular	7 pm	
September 27	Regular	7 pm	
October 11	Regular	7 pm	
October 17	Special	6 pm	Election Certification
October 18	Special	6 pm	2017 Budget
October 25	Special	6 pm	2017 Budget
October 25	Regular	7 pm	
November 1	Special	6 pm	2017 Budget
November 8	Special	6 pm	Executive Session
November 8	Regular	7 pm	
November 22	Special	6 pm	2017 Budget
November 22	Regular	7 pm	
December 6	Special	6 pm	2017 Budget
December 13	Regular	7 pm	

consent agenda



**City of Palmer
Information Memorandum No. 16-022
Ordinance No. 16-012**

Subject: Ordinance No. 16-012: An Ordinance of the Palmer City Council Amending Palmer Municipal Code Section 4.15.020 (I)(5) (Eligibility List)

Agenda of: May 24, 2016

Council Action: _____

Originator Information:

Originator: Police Chief
Date: April 19, 2016 **Requested agenda date:** May 24, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
<u>X</u>	Community Development	_____	_____
<u>X</u>	Finance	<u><i>E. McNamee</i></u>	<u>4/20/16</u>
<u>X</u>	Police Department	<u><i>Anna F. Westling</i></u>	_____
<u>X</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 (√):

Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund assigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *E. McNamee*

Attachment(s):

- Ordinance No. 16-012

Summary statement: Ordinance No. 16-012 is presented to the Palmer City Council at the request of the Police Chief

As currently written, Palmer Municipal Code section 4.15.020 (I)(5) allows hiring eligibility lists to be maintained for a six-month period. The training period for new police officers, including the police academy and field training, is usually longer than six months. Additionally, the probationary period for both dispatchers and officers is frequently extended past six months. Allowing hiring lists to be maintained for a 24-month period will increase their usefulness and reduce recruitment, personnel, and hiring costs.

Administration recommendation: Adopt Ordinance No. 16-012

Introduced by: City Manager
Date: May 24, 2016
Public Hearing: June 14, 2016
Vote:

Yes: _____ No: _____

CITY OF PALMER, ALASKA

Ordinance No. 16-012

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Section 4.15.020 (I)(5) (Eligibility List)

THE CITY OF PALMER, ALASKA ORDAINS:

Section 1. Classification. This ordinance is 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 circumstances is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Section 4.15.020 (I)(5) is hereby amended to read as follows (new language is underlined and deleted language is stricken out):

4.15.020 (I)(5)

The period during which an eligibility list remains in effect shall be determined in writing by the department director upon the establishment of such list, but the period shall not exceed 24 months ~~six months~~ from the close of the application period for the position. If the department director chooses and receives city manager approval to commence the recruitment and selection procedure to fill a job position for which an eligibility list exists, then the eligibility list ceases to be effective.

Section 4. Effective Date. Ordinance No. 16-012 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Action Memorandum No. 16-037**

Subject: Approve Parks, Recreation, and Cultural Resources Advisory Board Chair Helene Antel's Resignation from the Parks, Recreation, and Cultural Resources Advisory Board

Agenda of: May 24, 2016

Council Action: _____



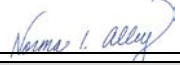
Originator Information:

Originator: Mayor Johnson – via City Clerk
Date: May 3, 2016 **Requested agenda date:** May 24, 2016

Department Information √:

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

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 0

This legislation (√):


Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Summary statement: Palmer Municipal Code 2.22.140 requires the council to approve resignations by members of the Board of Economic Development.

Chair Helene Antel has submitted her resignation effective immediately. Please see the email excerpt below for more information.

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

Email excerpt:

From: Helene M Antel [<mailto:hma@mtaonline.net>]
Sent: Tuesday, May 03, 2016 12:07 PM
To: Sandra Garley <sgarley@palmerak.org>
Subject: Re: Council Meeting Special Appearances Requests

Dear Sandra,

...I will have to tender my resignation from the Board. My husband and I put our home on the market out of curiosity; and, to our amazement and my dismay, it sold in three days. My time between now and the closing in June will be devoted to sorting, packing, and getting ready to move to an as yet undetermined destination.

I have enjoyed my time on the Board. My fellow Board members are a wonderful group of dedicated people keenly invested in the Palmer community. Thus, it is with great sadness and reluctance that I must resign.

Thanks very much for your many kindnesses and your excellent service to the Palmer community and this very able Board.

Sincere regards,

~Helene

Administration recommendation: Authorize Action Memorandum No. 16-037.

minutes



A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on May 10, 2016, at 7 pm in the council chambers, Palmer, Alaska.

Deputy Mayor Hanson called the meeting to order at 7:00 pm.

B. ROLL CALL

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

Steve Carrington	Brad Hanson
Linda Combs	Peter LaFrance
Edna DeVries	

Mayor Johnson and Council Member Best were absent and excused.

Also in attendance were the following:

Nathan Wallace, City Manager
Norma Alley, City Clerk
Bernadette Packa, Deputy City Clerk
Michael Gatti, City Attorney

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Combs.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Introduction – Ordinance 16-013:** Amending Palmer Municipal Code Chapter 2.20 Planning and Zoning Commission; Chapter 2.22 Parks, Recreation, and Cultural Resources Advisory Board; Chapter 2.25 Airport Advisory Commission; and Chapter 2.30 Board of Economic Development Authorizing the Mayor to Remove Board and Commission Members (IM 16-023)
2. Minutes of Previous Meetings
 - a. April 26, 2016, Regular Meeting

Main Motion: To approve consent agenda and minutes

Moved by:	Combs
Seconded by:	DeVries
Action:	Motion carried by unanimous voice vote.
In favor:	Carrington, Combs, DeVries, Hanson, LaFrance
Opposed:	None

E. SPECIAL ORDER OF BUSINESS

Item 1 - A Proclamation of the Palmer City Council, Proclaiming May 16, 2016, as Arbor Day in Palmer

Main Motion: To approve Arbor Day proclamation

Moved by:	Combs
Seconded by:	DeVries
Action:	Motion carried by unanimous voice vote.
In favor:	Carrington, Combs, DeVries, Hanson, LaFrance
Opposed:	None

Council Member Carrington read the proclamation.

F. COMMUNICATION AND APPEARANCE REQUESTS

Item 1 - Jan Newman, Acting Chair of Parks, Recreation, and Cultural Advisory Board:

- Presented an overview of the Parks, Recreation & Outdoor Facilities Memorial and Donation Policy; and
- Fielded questions from the Council.

G. REPORTS

Item 1 – City Manager’s Report

City Manager Nathan Wallace:

- Highlighted his written report;
- Addressed recent improvements to the MTA Events Center; and
- Fielded questions from the Council.

Council Member Combs:

- Requested that the Manager develop a plan or schedule for the acquisition/replacement of tables and chairs for the events center in order to maintain a constant base level inventory.

Council Member DeVries:

- Requested that information concerning changed items in the borough budget, that will increase City expenses, be brought before the Council.

Item 2 – City Clerk’s Report

City Clerk Norma Alley:

- Spoke to preparation for the upcoming elections;
- Announced her plan to attend a training provided by the Alaska Public Offices Commission (APOC); and
- Updated the Council on the on-line voter registration option recently launched by the State of Alaska Division of Elections.

Item 3 – Mayor’s Report

Deputy Mayor Hanson read and presented a proclamation naming Public Works Week May 15-21, 2016 to Public Works Director Tom Healy.

H. AUDIENCE PARTICIPATION

Brittany Jurasek:

- Spoke to the needs of veterans in the community;
- Shared about a Skeet, Trap and Archery Fundraiser for Veterans Support; and
- Provided information on the Tiny Homes project.

I. PUBLIC HEARINGS

Item 1 – Ordinance No. 16-011: Local Vendor Preference for Purposes of Bid or Proposal Evaluation (IM 16-019) (Public Hearing 1 of 2)

Deputy Mayor Hanson requested a staff report. City Manager Wallace provided history for the development of the ordinance, pointed out complications associated with its adoption, and recommended the ordinance not be adopted.

Deputy Mayor Hanson opened the public hearing.

LaMarr Anderson, Board of Economic Development Chair:

- Provided background for development of the ordinance put forth by the Board of Economic Development;
- Spoke to the value of a local preference; and
- Addressed resolutions provided by the ordinance to problems previously encountered.

Deputy Mayor Hanson closed the public hearing.

Item 2 – Resolution No. 16-013: Amending the City of Palmer 2015 Fee Schedule by Establishing a Fee for Plan Reviews (IM 16-020) (Public Hearing 2 of 2)

Deputy Mayor requested an update from the staff. City Manager Wallace reminded the Council that the fee was not an added cost for the contractor.

Deputy Mayor Hanson opened the public hearing. Seeing no one come forward, the public hearing was closed.

Main Motion: To approve Resolution No. 16-013

Moved by:	Hanson
Seconded by:	Combs
Action:	Motion carried by unanimous voice vote.
In favor:	Carrington, Combs, DeVries, Hanson, LaFrance
Opposed:	None

Item 3 – Resolution No. 16-014: Authorizing, Ratifying and Confirming the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of not to Exceed \$1,285,714 and the Borrowing of Said Amount for Purposes of Financing Water Main Replacement (Sherrod Area Steel Water Main Replacement Phase 3); Establishing Ratifying and Confirming the Terms of the Utility Revenue Bond; and Related Matters (IM 16-021) (Public Hearing 1 of 2)

Deputy Mayor Hanson requested a staff report. City Manager Wallace provided an overview of the purpose of the resolution.

Attorney Cynthia Cartledge explained how the bond ties in to actions taken by the Council in 2015 to secure Department of Environmental Conservation (DEC) funding. She explained that issuance of a bond was required under the loan agreement.

Deputy Mayor Hanson opened the public hearing. Seeing no one come forward, the public hearing was closed.

J. ACTION MEMORANDA

K. UNFINISHED BUSINESS

L. NEW BUSINESS

M. RECORD OF ITEMS PLACED ON THE TABLE

Boards and Commissions Attendance Record
Parks, Recreation, & Outdoor Facilities Memorial and Donation Policy
Memo on MTA Events Center Improvements
Hand-outs from Brittany Jurasek addressing Tiny Homes Sponsorship and Fundraiser Flyer

N. AUDIENCE PARTICIPATION

O. COUNCIL MEMBER COMMENTS

Council Member Carrington:

- Requested boards and commission reports be included in the council packets.

Council Member LaFrance:

- Commented on participation in the City Clean-up Day;
- Requested support to have legislation brought forward addressing term limits for both council members and mayor. Council Member Carrington offered support.

Council Member DeVries:

- Thanked the City Clerk for the Boards and Commissions Attendance Report.

Council Member Combs:

- Commented on enjoying Clean-up Day;
- Spoke to the huge success of the Car Show;
- Expressed appreciation to the new City Clerk for a job well done; and
- Encouraged everyone to participate in events honoring Veterans throughout May.

P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:05 pm.

Approved this twenty-fourth day of May, 2016.

Norma I. Alley, MMC, City Clerk

DeLena Goodwin Johnson, Mayor

communication and appearance requests





Palmer WWTP Facility Plan Update

City Council Meeting
May 24, 2016



01 EXISTING TREATMENT SYSTEM

04 RECOMMENDED ALTERNATIVE - MBBR w/ Secondary Clarifiers

02 PROJECT NEED

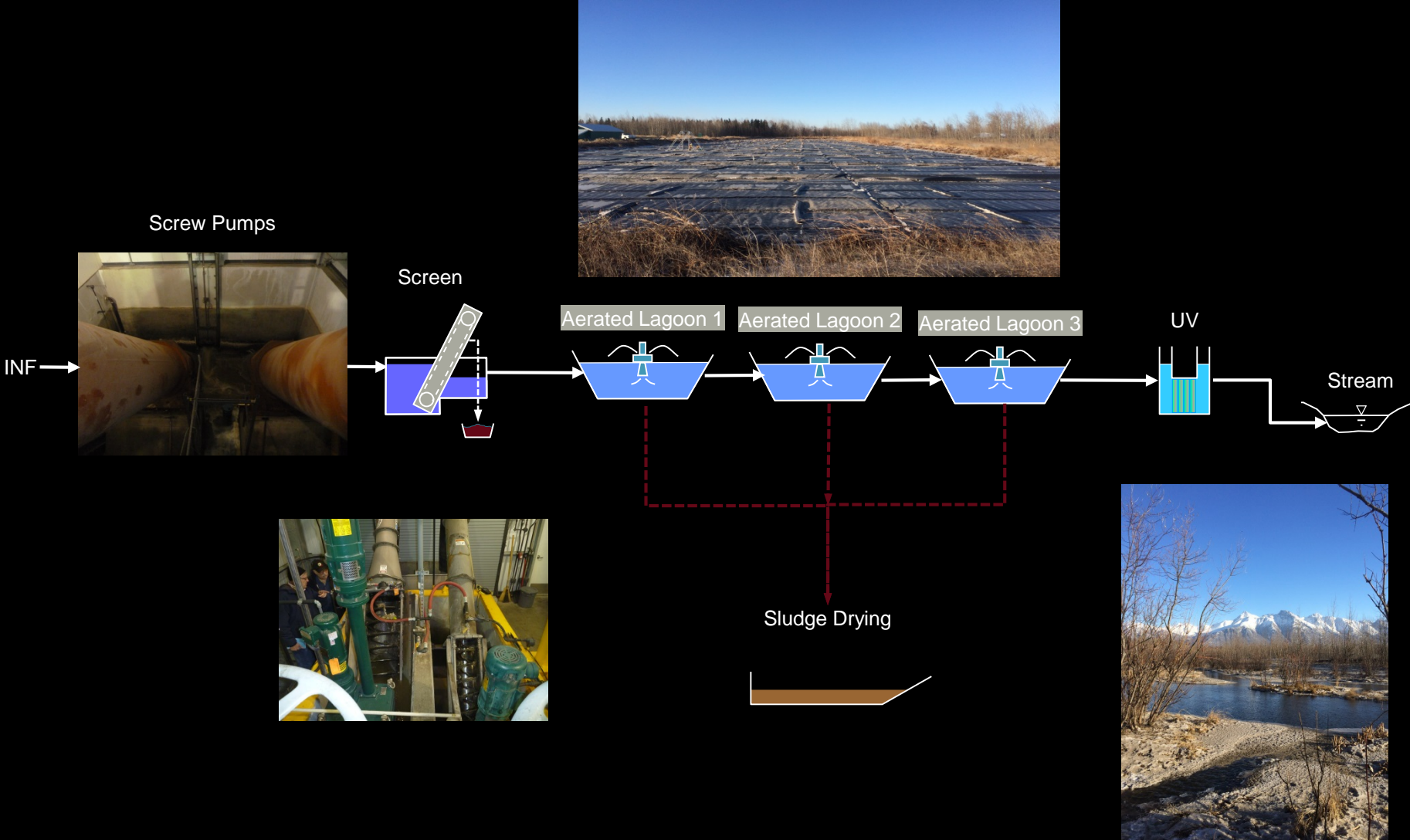
- Regulatory Drivers
- Population Growth

05 QUESTIONS

03 ALTERNATIVES EVALUATION

- Previous Alternative Analysis
- Treatment Alternatives
 - Subsurface Discharge
 - Lagoon Activated Sludge (LAS)
 - MBBR
 - SAGR

EXISTING WASTEWATER TREATMENT PLANT SCHEMATIC



EXISTING WASTEWATER TREATMENT PLANT SITE LAYOUT



CITY OF PALMER
WASTEWATER TREATMENT PLANT
FACILITY PLAN UPDATE

EXISTING SITE LAYOUT

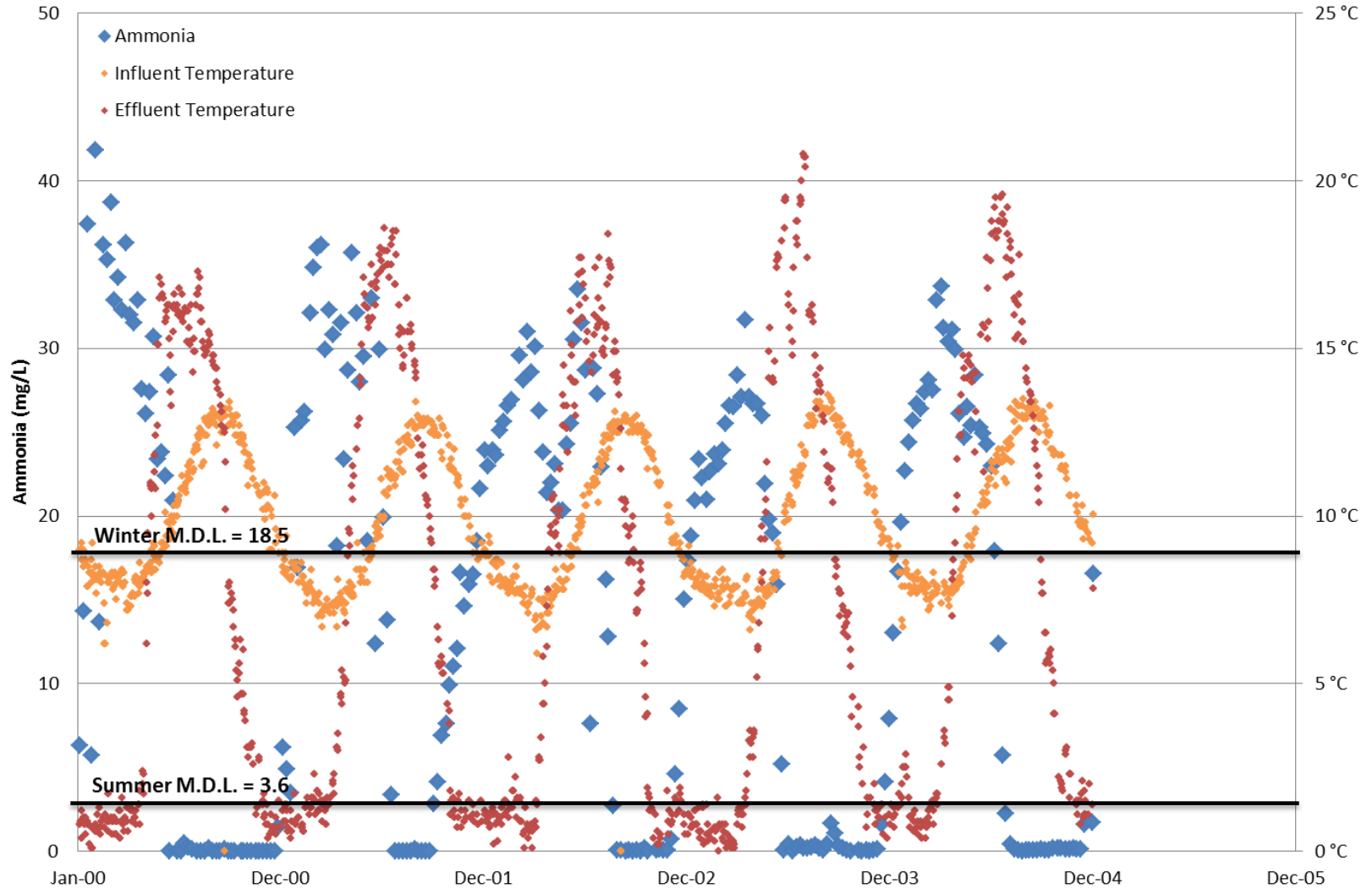
DATE
FEB 2016

FIGURE
11



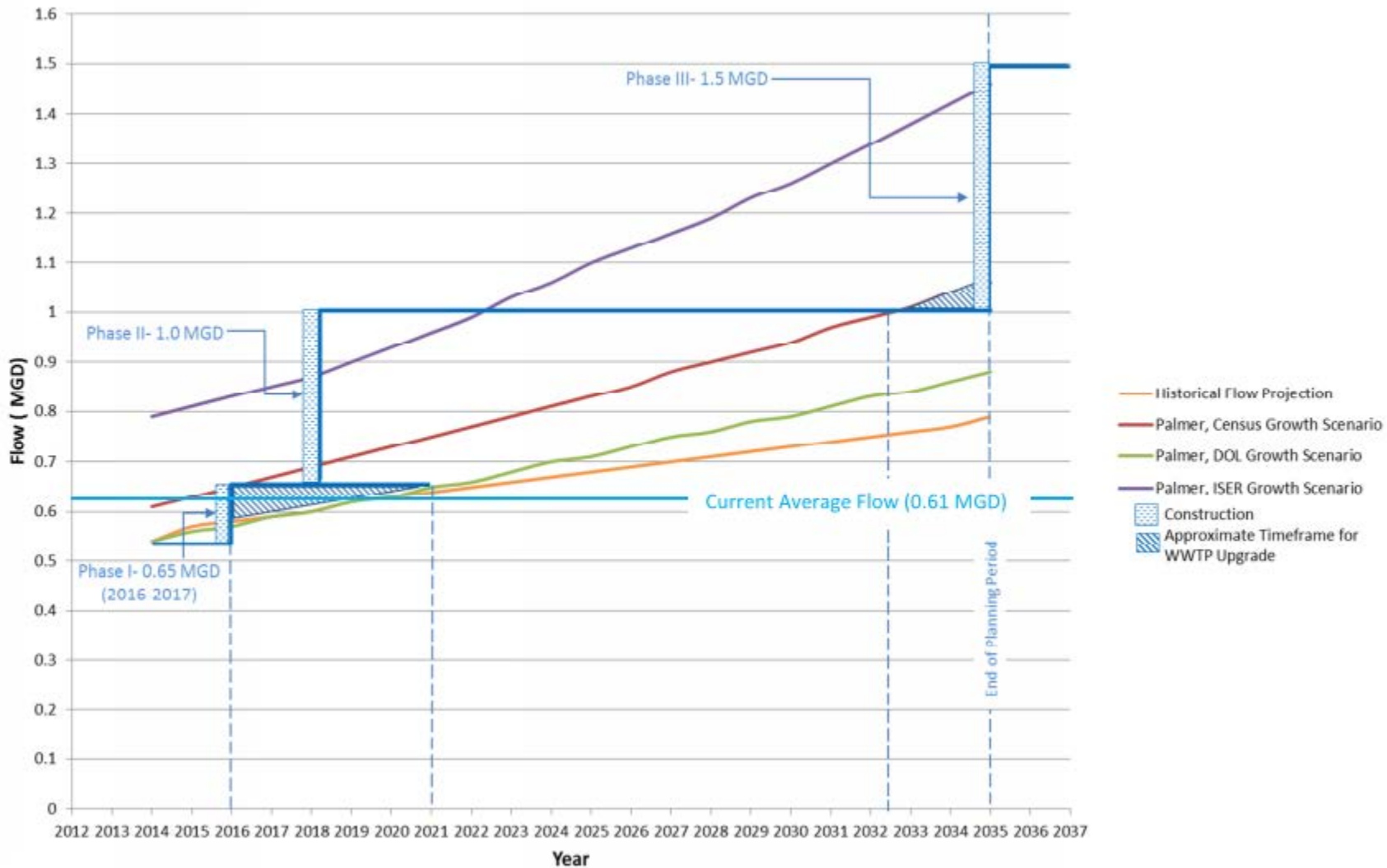
EXISTING WASTEWATER TREATMENT PLANT PERFORMANCE

Effluent Ammonia and Temperature



POPULATION GROWTH & PROJECT PHASING

Palmer WWTP Upgrade Phasing Recommendations



ALTERNATIVES EVALUATION

Previous Alternatives Analyzed

- Conventional Activated Sludge (CAS)
- Integrated Fixed-Film Activated Sludge (IFAS)
- Sequencing Batch Reactor (SBR)
- Membrane Bioreactor (MBR)
- Lagoon Activated Sludge (LAS)
- Moving Bed Biofilm Reactor (MBBR)
- Greenhouse Alternative
- Outfall Relocation to Main Channel
- Subsurface Discharge
 - Percolation Cell in Floodplain
 - Drainfield on adjacent property



Previous Designs:

- Used high design flow numbers (based on 2005 ISER projections)
- Limited phasing opportunities
- Project costs \$30-50M
- Did not look at potentially more stringent effluent limits

ALTERNATIVES EVALUATION

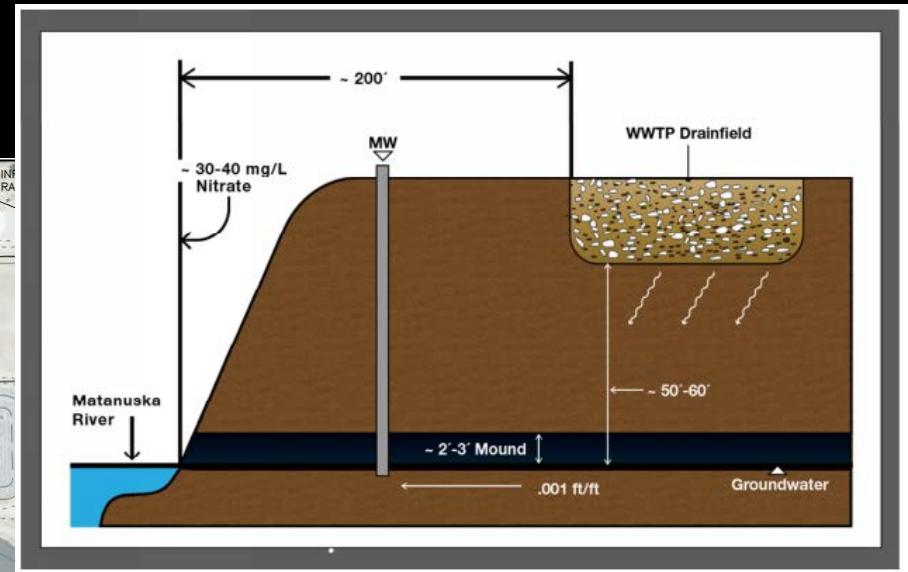
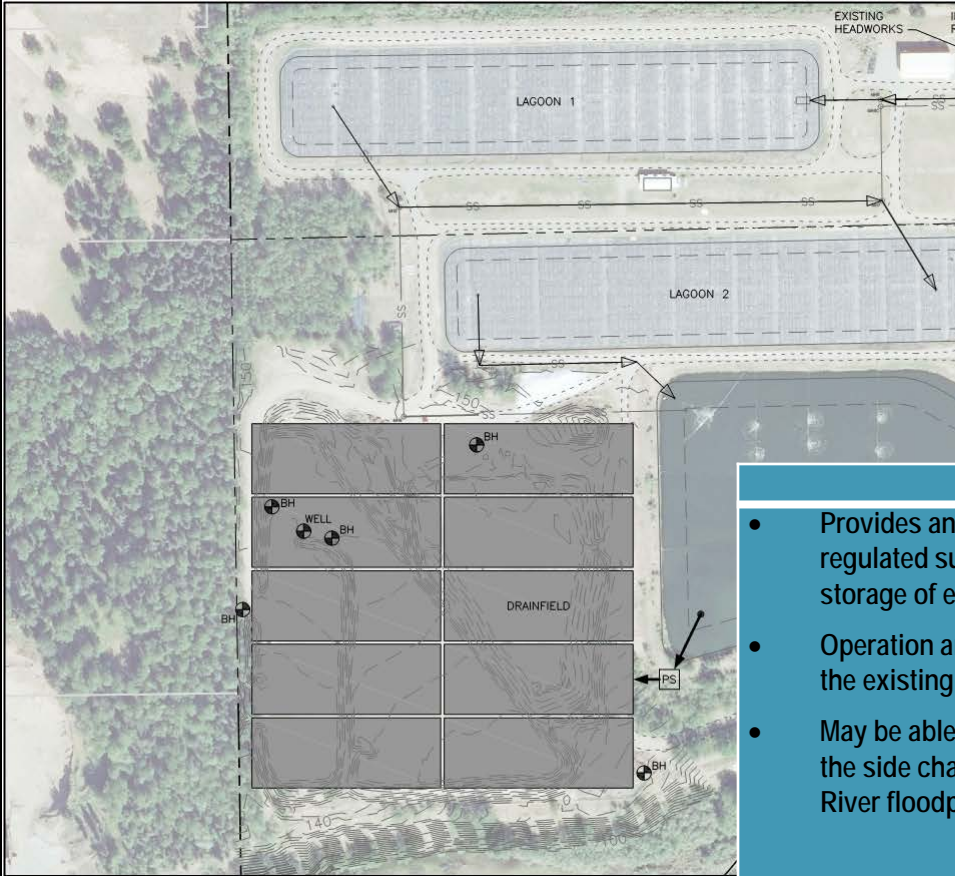
Facility Plan Update

- Subsurface Disposal
- Lagoon Activated Sludge (LAS)
- SAGR Attached Growth Reactor
- Moving Bed Biofilm Reactor (MBBR)*
(*Recommended Alternative)



ALTERNATIVES EVALUATION

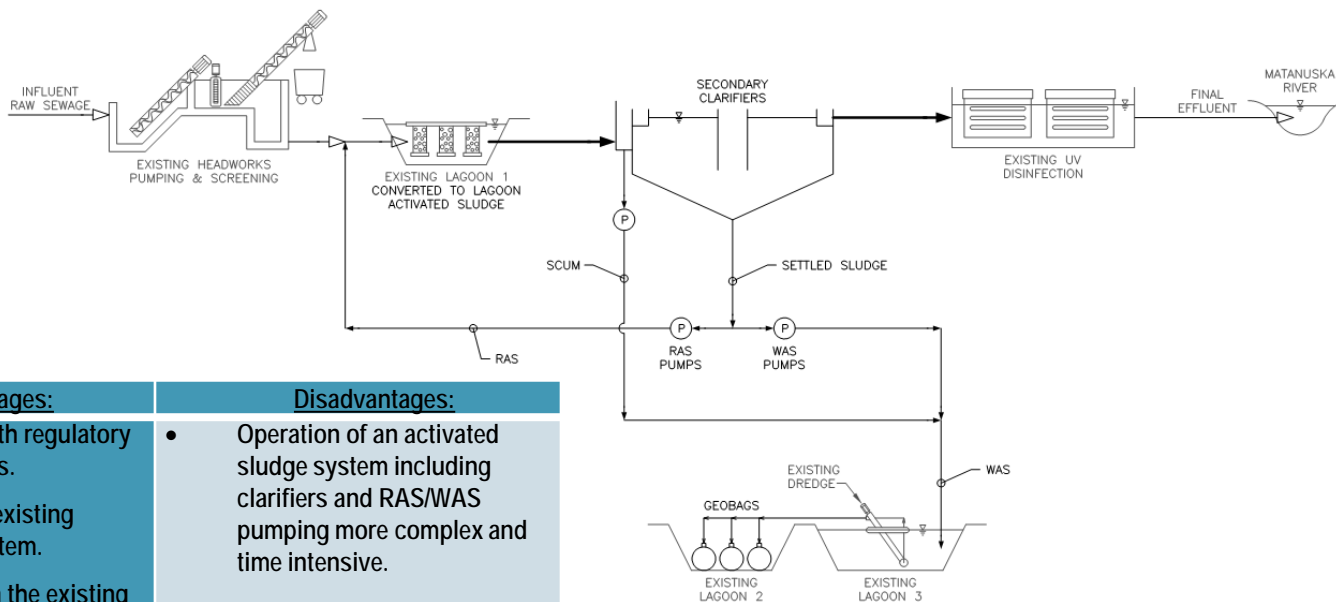
Subsurface Disposal



Advantages:	Disadvantages:
<ul style="list-style-type: none">• Provides an alternative to APDES-regulated surface discharge. Additional storage of effluent not required.• Operation and maintenance similar to the existing lagoon system.• May be able to seasonally discharge to the side channel in the Matanuska River floodplain.	<ul style="list-style-type: none">• In order to meet potential nitrate permit levels additional treatment may be required including anoxic/denitrification zones to reduce the nitrates to acceptable levels.• Firing Range closure• Slope Stability improvements• Potential resistance from neighboring property owners concerned about drinking water wells• Limited opportunity for expansion – would use most of remaining WWTP site for 0.5 to 1.0 MGD.• Additional evaluation/study required to show APDES applicability.• Drainfields can plug over time and may require replacing.

ALTERNATIVES EVALUATION

Lagoon Activated Sludge (LAS)



Advantages:

- Complies with regulatory requirements.
- Utilizes the existing aeration system.
- Smaller than the existing process footprint.
- Operates year round and is not subject to seasonal discharge modifications.
- Lower capital cost.

Disadvantages:

- Operation of an activated sludge system including clarifiers and RAS/WAS pumping more complex and time intensive.
- Additional Process Monitoring
- Additional training may be required
- Additional pumping required.
- Additional maintenance of the clarifier and RAS/WAS systems.

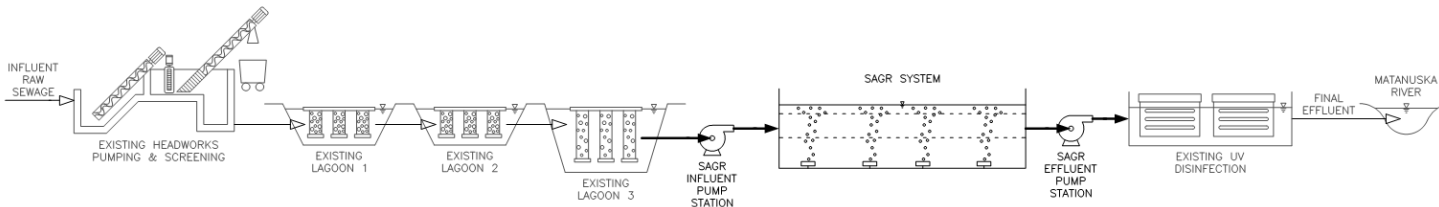
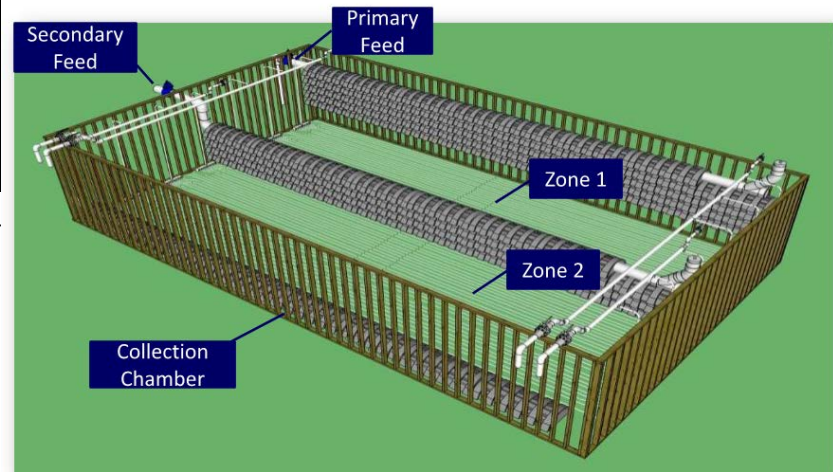


ALTERNATIVES EVALUATION

Nelson Environmental SAGR Reactor

- o SAGR – Post lagoon nitrification & final effluent polishing

Submerged Attached Growth Reactor



Advantages:	Disadvantages:
<ul style="list-style-type: none"> Complies with regulatory requirements. Additional storage of effluent not required. Lower requirements for SAGR system O&M than more mechanically intensive systems. Operates year round and is not subject to seasonal discharge modifications. 	<ul style="list-style-type: none"> Pumping of effluent required. Operation and maintenance of the SAGR treatment systems in addition to existing lagoons. Potential for solids build-up and significant system rehabilitation if higher than allowed BOD, TSS and TKN is not monitored and reduced. Land intensive. Additional land required for flows beyond 1.2 MGD. Higher capital cost and O&M costs.

CITY OF PALMER
WASTEWATER TREATMENT PLANT
FACILITY PLAN UPDATE

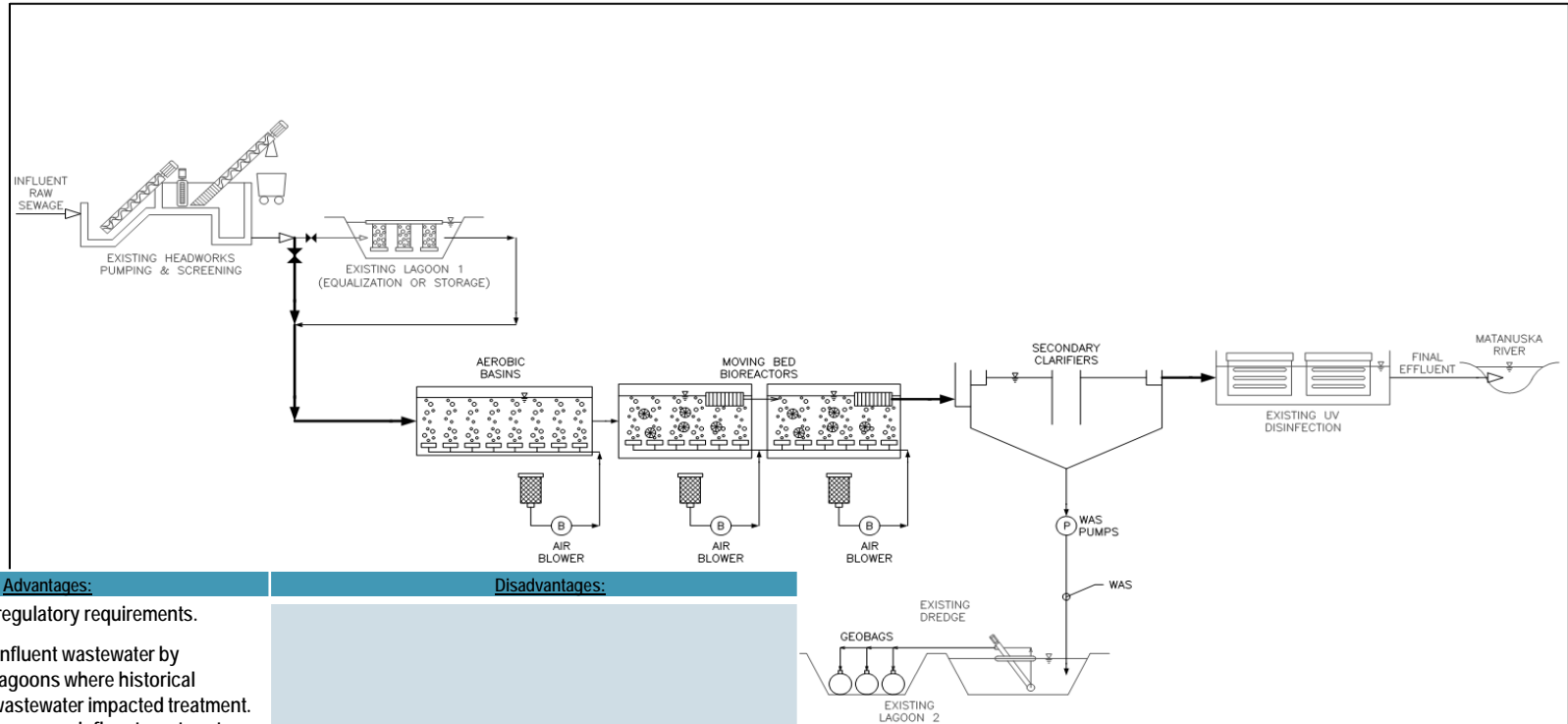
PROCESS FLOW SCHEMATIC - ALTERNATIVE 3
SUBMERGED ATTACHED GROWTH REACTOR

DATE
FEB 2016

FIGURE
19

ALTERNATIVES EVALUATION

Moving Bed Biofilm Reactor (MBBR) – Recommended Alternative



Advantages:

- Complies with regulatory requirements.
- Treats warmer influent wastewater by bypassing the lagoons where historical cooling of the wastewater impacted treatment. Treatment of the warmer influent wastewater provides additional insurance of complete nitrification in the winter.
- Biofilms are less sensitive to system changes in system waste loading variations and shock loading.
- Pumping of effluent not required. This is a flow-through process without SRT control and recycling of activated sludge.
- Smallest footprint (provides the ability for plant expansion) relative to other alternatives.
- Operates year round and is not subject to seasonal discharge.
- Aeration is much less with this alternative and thus saves annual operating costs (power).

Disadvantages:

- For greatest system confidence would install the secondary clarifier as opposed to the use of the polishing lagoon solids clarification option.
- DAF solids removal is a more labor intensive and complex alternative if chosen.
- Additional training may be necessary to understand the operational parameters of a biofilm system.



CITY OF PALMER WASTEWATER TREATMENT PLANT FACILITY PLAN UPDATE

PROCESS FLOW SCHEMATIC - ALTERNATIVE 4A
MBBR WITH SECONDARY CLARIFIERS

DATE
FEB 2016
FIGURE
25

ALTERNATIVES EVALUATION

Moving Bed Biofilm Reactor (MBBR) – Recommended Alternative



**CITY OF PALMER
WASTEWATER TREATMENT PLANT
FACILITY PLAN UPDATE**

CONCEPTUAL SITE LAYOUT - ALTERNATIVE 4A
MBBR WITH SECONDARY CLARIFIERS

DATE
FEB 2016

FIGURE
26

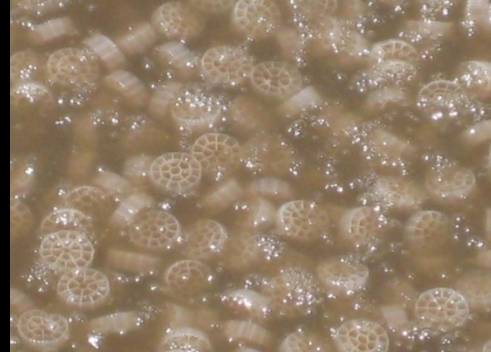


ALTERNATIVES EVALUATION

Moving Bed Biofilm Reactor (MBBR) – Recommended Alternative

Basic Elements:

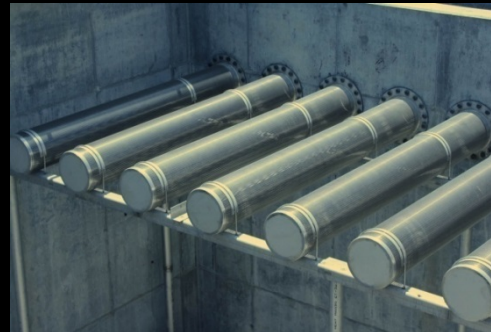
- Aeration Diffusers
- Aeration Piping
- Retention Screens
- MBBR Media "Bug Condos"
- Design Coordination
- Secondary clarification (clarifier, DAF)



MBBR Media



Cold Weather (-21°F) MBBR installation in Wisconsin



MBBR Media Retention Screens



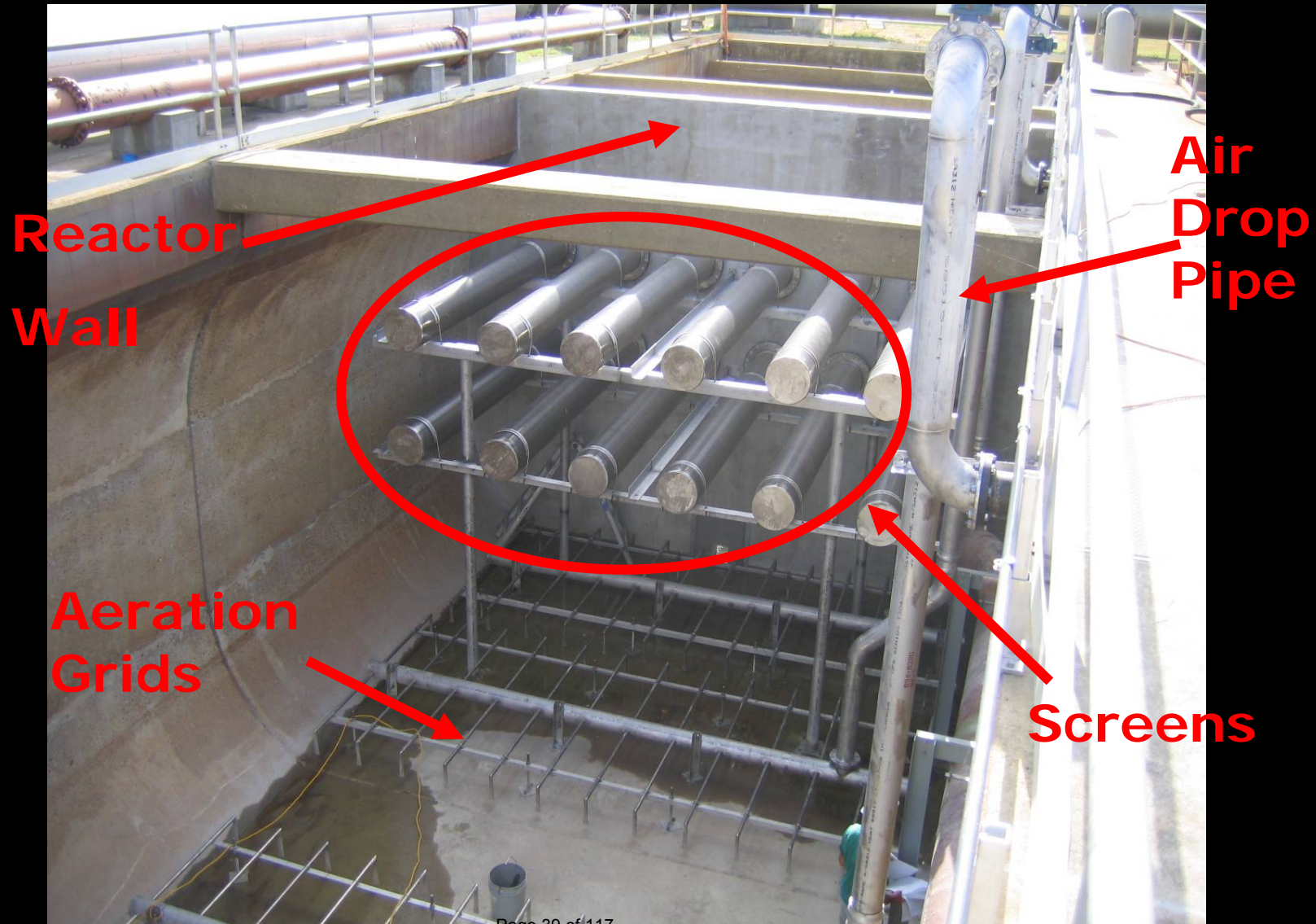
Page 38 of 117



MBBR Coarse Bubble Diffusers

ALTERNATIVES EVALUATION

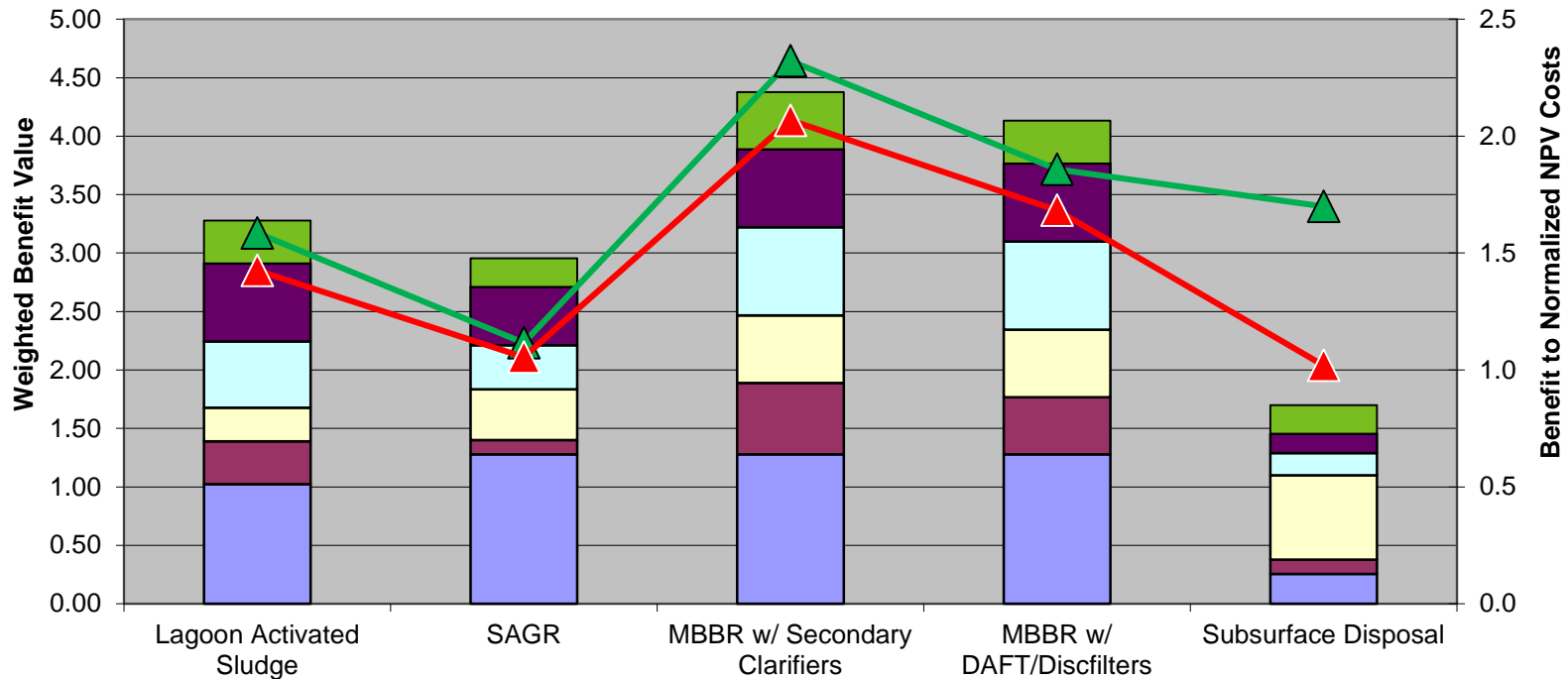
Moving Bed Biofilm Reactor (MBBR) – Recommended Alternative



ALTERNATIVES EVALUATION

Palmer WWTP Decision Analysis

Total Benefit Scores for Palmer WWTP Treatment Alternatives





Questions?



Ryan Moyers, PE

Ryan.moyers@hdrinc.com

907-644-2160

reports





Staff Update and analysis (April 2016):

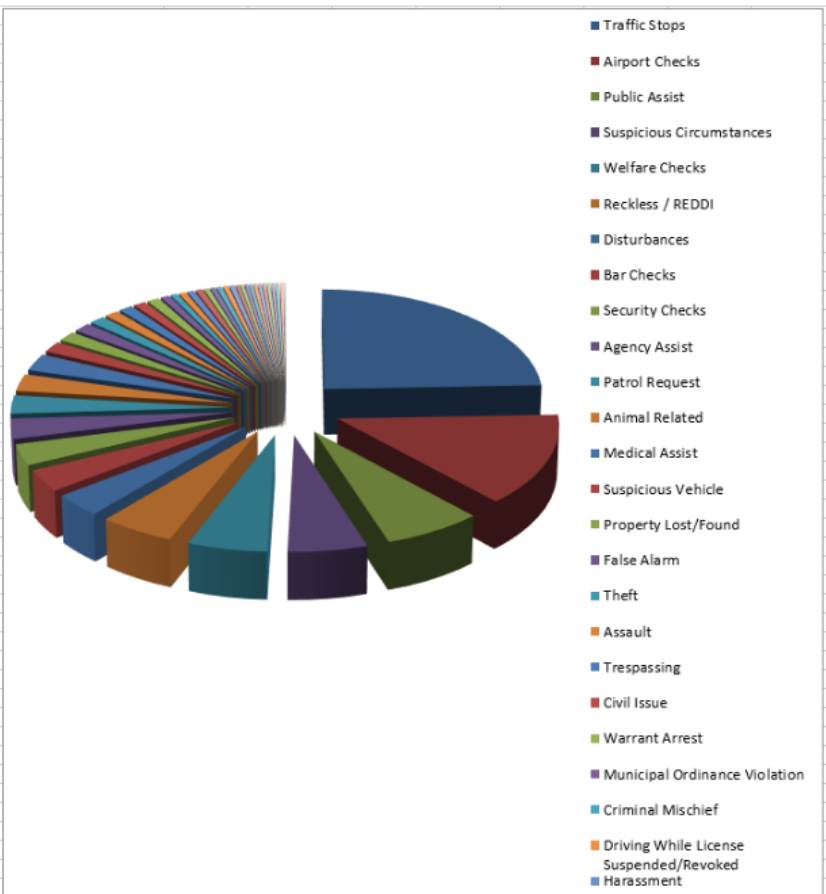
Police Department:

Total calls: 733 up from 687 in March

Call breakdown- 34% (Mar-33%) traffic/vehicle related, 26% (Mar-27%) checks (welfare/property), 21% (Mar-17%) citizen assistance, 19% (Mar-23%) other.

Patrol Calls
 April, 2016

Traffic Stops	178
Airport Checks	100
Public Assist	50
Suspicious Circumstances	40
Welfare Checks	40
Reckless / REDDI	38
Disturbances	25
Bar Checks	24
Security Checks	23
Agency Assist	22
Patrol Request	20
Animal Related	19
Medical Assist	19
Suspicious Vehicle	12
Property Lost/Found	11
False Alarm	10
Theft	9
Assault	8
Trespassing	8
Civil Issue	7
Warrant Arrest	7
Municipal Ordinance Violation	5
Criminal Mischief	4
Driving While License Suspended/Revoked	4
Harassment	4
Traffic Hazard	4
Leaving the Scene	3
Parking Complaint	3
Property Damage	3
Public Appearance	3
Motorist Assist	3
Attempt to Locate	2
DUI	2
Domestic Violence Service	2
Follow-up	2
Minor Consuming Alcohol	2
Person Stop	2
Runaway Juvenile	2
Sex Offense	2
Stolen Vehicle	2
Traffic Control	2
Transfer	2
Civil Standby	1
Debris	1
Drugs	1
Death Investigation	1
Domestic Violence Violation	1



Other items of note:

-One officer retired (Lucky).

-We are currently in a hiring process to fill two vacant positions. We are in the background investigation phase at present

Fire Department:

Calls: 48 calls (Mar-31) in April 2016, up by 22% from last month, down 51% from last year. 9 Fires, 8 rescue, 2 hazard, and 18 good intent.



Community Development:

Library:

Patrons:	Mar	Apr	
Total Registered Patrons	11,914	11,989	
Total Mat-Su Borough Resident Patrons	9,178	9,234	77% of patrons are Mat-Su Residents
Total City of Palmer Resident Patrons	2,736	2,755	
New Library Users	100	75	

Usage:	Mar	Apr
Patron Visits/Count	9,670	8,345
Reference Questions	1,603	1,241
Library Computer Sessions	1,943	1,693
WIFI Sessions	1,437	1,308
Circulation(PPL items)	12,372	10,356
Magazine circulation	711	789
Take Home Paperbacks	205	250

Programs:	Mar		Apr	
Children's Programs	26 Events	923 Participants	22 Events	758 Participants
Class Visits	3 Events	56 Participants	2 Events	32 Participants
Young Adult Programs	4 Events	54 Participants	3 Events	50 Participants
Adult Programs	4 Events	25 Participants	5 Events	53 Participants
Total Library Programs	37 Events	1,058 Participants	32 Events	923 Participants
Community Events	20 Events	380 Participants	14 Events	328 Participants
Total Events	57 Events	1,438 Participants	46	
Events	1,251	Participants		

Building and Compliance:

Compliance Letters dispatched: 5 (23-Mar) (unsightly premise), 6 (4-Mar)(thank you for cleaning up), 6 (clean up follow up), and 16 (4- Mar) (permit follow ups).

Permits: Sign permits continue to be up compared to last few years, building permits are still lower than last few years but are rising compared to previous months. Dollar amount is higher due to Fred Meyers construction.



Report to Council
 City Manager Nathan Wallace
 May 11-23, 2016

Building Department Report
 APRIL 2016

PermitType	Count	Total Valuation	Fees Collected
Building Permit	11	\$595,200.00	\$5,785.25
Fence Permit	3	\$6,000.00	\$78.00
Sign Permit	5	\$17,400.00	\$2,531.00
Totals	19	\$618,600.00	\$8,394.25

TYPE OF PERMITS:

Applicant	Valuation	Type Of Work:	Permit Fee
PERKUP ESPRESSO	\$200.00	Sign	\$97.00
HALLEY, BRICE C.	\$35,000.00	RES Alteration	\$548.00
VH PROPERTIES LLC	\$16,400.00	COM Alteration	\$310.75
KOMAKHUK, WAYNE	\$2,000.00	Storage Shed	\$77.00
ARMAGOST, BEVERLY	\$2,000.00	Fence	\$26.00
FRED MEYER c/o THE KROGER C	\$15,000.00	Sign	\$2,312.00
SISSEL, DANIEL	\$1,500.00	Storage Shed	\$60.00
PLAYLE, CLINT	\$75,000.00	COM Alteration	\$911.75
DODD, DAVID P.	\$1,000.00	Fence	\$26.00
WOODY, JULIE	\$3,000.00	RES Alteration	\$92.50
FOX, NEIL	\$1,000.00	Sign	\$49.00
HUFF, JESSIE	\$3,200.00	RES Alteration	\$108.00
49TH STATE STREET RODDERS	\$0.00	Temporary Sign	\$0.00
RUSSO, DANNY	\$3,000.00	Fence	\$26.00
OH LLC	\$1,200.00	Sign	\$73.00
MAT-SU BOROUGH	\$31,000.00	COM Alteration	\$503.00
DEVRIES, NOEL & EDNA	\$400.00	Storage Shed	\$0.00
SWANSON, LESLI	\$500.00	RES Alteration	\$26.00
METAL CREEK AUTOBODY	\$427,200.00	COM Addition	\$3,148.25

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees
2007	23	6	3	\$911,318.00	\$10,525.75
2008	28	4	3	\$1,386,530.00	\$13,737.50
2009	11	6	2	\$404,841.00	\$4,440.25
2010	26	5	4	\$2,637,203.00	\$19,554.25
2011	24	8	2	\$2,290,679.00	\$19,381.75
2012	29	12	1	\$4,210,550.00	\$33,084.50
2013	15	7	2	\$3,931,275.00	\$28,507.25
2014	31	4	0	\$7,593,951.00	\$51,537.50
2015	35	10	3	\$2,778,357.00	\$26,684.75
2016	19	12	4	\$22,974,593.00	\$105,513.50

Construction Report: Sherrod Phase IV to be awarded in June.

City of Palmer Construction Projects in Progress
As of May 18, 2016

Project Status	% Complete	On Schedule	Within Budget
CAPITAL PROJECTS FUNDED BY STATE GRANTS or LOANS			
Sherrod Area Water and Street Improvements Phase 4 (ADEC Grant/Loan) This project will replace old cast iron water mains on E. Beaver Ave. and N. Chugach and N. Bailey Sts. A material procurement bid will be on the June 14 Council agenda for award and the construction project bid will be awarded at the June 28 Council meeting.	15%	Yes	Yes
Sherrod Area Water and Street Improvements Phase 3 (ADEC Grant/Loan) Project is complete except for topsoil and seeding that will be done in spring 2016.	95%	No	Yes
Purchase Property Adjacent to Waste Water Treatment Plant (13-DC-527) Seeking Legislature approval to expand scope of work to include design and construction of WWTP improvements.	5%		
Bogard Road Water Main Extension – Phase II (14-DC-125) The Phase II water main extension is complete, but will require construction of a booster station under a separate project to provide adequate pressure and flow for the western portion of the project. The City will use remaining State grant funds to design the pressure booster station. Property acquisition costs are not grant-eligible. Reviewing location options for booster station. Construction of the booster station will require \$500,000 in additional funding.	98%	Yes	Yes
Airport Pavement Repairs (15-DC-128) These grant funds will be used as a portion of the match for the Runway 16-34 repaving project.	0%		
Public Safety Building Repair (15-DC-130) The first phase of this project is complete. The second phase of the project will replace pneumatic HVAC controls and improve ventilation and cooling in the State Trooper's server room. Contractor Triple V Construction has begun work.	60%	Yes	Yes

City of Palmer Construction Projects in Progress

As of May 18, 2016

<p>Public Works Storage Building Upgrades (15-DC-131) This \$150,000 State grant will improve the electrical system and insulation in the Public Works storage building that houses solid waste equipment. No activity to date.</p>	0%		
<p>Building Improvement Project – Phase II (15-DC-132) This phase involves improvements to the Depot to include new flooring, boilers and heat registers and electrical improvements, as well as HVAC control and ventilation upgrades at the Public Safety Building. Phase 2 contractor Triple V Construction has begun work.</p>	40%	Yes	Yes
<p>WWTP Lab Replacement (15-DC-133) This \$145,000 State grant will construct a building to replace the existing lab and office building at the wastewater treatment plant. The grant funding is not adequate to build a replacement building. Staff is examining alternatives such as modular construction.</p>	0%		
CAPITAL PROJECTS FUNDED BY CITY OF PALMER			
<p>Waste Water Treatment Plant Master Plan The final draft plan is complete. HDR Engineers will give a presentation on the plan at the May 24 Council meeting.</p>	95%	Yes	Yes
<p>Palmer Library Boiler Replacement This \$50,000 project will replace the boiler in the Palmer Library. The City is negotiating with an engineering firm to design the project.</p>	5%		
<p>Randy Thom Flight Service Station Heating System Replacement This \$30,000 project will replace the Flight Service Station (FSS) heating system. Project design will be done by the same engineering firm designing the Library boiler replacement project.</p>	5%		
<p>Randy Thom Flight Service Station Interior Improvements This project is funded and will remove asbestos in FSS flooring, replace carpeting and paint the interior and exterior. This work will be incorporated into the Library Boiler and FSS heating replacement project.</p>	5%		

City of Palmer Construction Projects in Progress
As of May 18, 2016

<p>City Hall Office Renovation This \$40,000 project will make improvements at City Hall, primarily in the Finance Department, to improve work spaces.</p>	0%		
<p>City Hall and Fire Station 3-1 Parking Lot Upgrade This \$100,000 project will replace subbase and pavement in the City Hall and Fire Station 3-1 parking lots. The City requested a proposal for engineering services.</p>	0%		
<p>LED Street Light Upgrades This \$45,000 project purchased and approximately 80 energy-efficient LED streetlights. Most of the fixtures have been installed.</p>	95%		
<p>Museum/VIC Improvements This \$25,000 project will address major maintenance needs at the Museum and Visitor Information Center, including cleaning and staining the exterior. The City has prepared the exterior and a volunteer group with paint and stain the building exterior in June.</p>	20%		

public hearings



**City of Palmer
Information Memorandum No. 16-021
Resolution 16-014**

Subject: Resolution No. 16-014: Authorizing, Ratifying and Confirming the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of Not to Exceed \$1,285,714 and the Borrowing of Said Amount for Purposes of Financing Water Main Replacement (Sherrod Area Steel Water Main Replacement Phase 3); Establishing, Ratifying and Confirming the Terms of the Utility Revenue Bond; and Related Matters.


Agenda of: May 10, 2016

Council Action: May 10 – 1st Public Hearing May 24 – 2nd Public Hearing


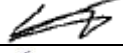
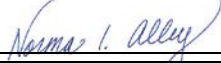
Originator Information:

Originator: City Manager
Date: 04/21/2016 **Requested agenda date:** 05/10/2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
	Community Development		
X	Finance		04/22/2016
	Fire Department		
	Police Department		
	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 (√):


- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Resolution No. 16-014

Summary statement: Resolution No. 16-014 authorizes, ratifies and confirms the issuance of a City utility revenue bond in an amount not to exceed \$1,285,714 to assist in the financing of water main replacement (Sherrod area steel water main replacement Phase 3).

Background: The City Council, at its meeting held on December 9, 2014, authorized the City Manager (i) to submit a loan application to the Alaska Department of Environmental Conservation (ADEC) to secure match funding for the Sherrod Area Steel Water Main Replacement Phase 3 project, and (ii) negotiate and execute any and all documents required by ADEC in connection with the application for funding and receipt of the loan. The ADEC loan request was for an amount not to exceed \$1,285,714.29 and was approved by ADEC in 2015.

As security for repayment, and evidence of, the ADEC loan, the City agreed to issue its utility revenue bond. Authorization to issue the utility revenue bond and incur the debt was provided by the voters at the City's regular election held on October 2, 2007.

The utility revenue bond is issued pursuant to the terms of Resolution No. 1150 (adopted by the City Council on June 9, 1998) and Resolution No. 16-014. The combination of these two resolutions set forth the authority, terms and conditions for the issuance, sale and delivery of such bond. Payment of the principal and interest on the utility revenue bond is secured by a pledge of the revenues of the water and wastewater utility. The utility revenue bond is *not* a general obligation of the City.

Administration recommendation: Authorize Resolution No. 16-014.

Introduced by: City Manager Nathan Wallace
Date: May 10, 2016
Action: May 24, 2016
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

RESOLUTION NO. 16-014

A Resolution of the City Council of the City of Palmer, Alaska, Authorizing, Ratifying and Confirming the Issuance and Sale of a Utility Revenue Bond by the City in the Principal Amount of not to Exceed \$1,285,714 and the Borrowing of Said Amount for Purposes of Financing Water Main Replacement (Sherrod Area Steel Water Main Replacement Phase 3); Establishing Ratifying and Confirming 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 2, 2007 regular City election, the qualified voters of the City authorized the issuance of not to exceed \$2,000,000 utility revenue bonds of the City to finance the acquisition and construction of water utility and related capital improvements; and

WHEREAS, said election was duly canvassed and the results thereof certified and confirmed in accordance with law, and \$2,000,000 principal amount of utility revenue bonds authorized by the qualified voters at the October 2, 2007 regular City election remains unissued; and

WHEREAS, at the December 9, 2014 City Council meeting, the City authorized, by Resolution No. 14-040 (the "Authorizing Resolution"), the City Manager to submit an application to the Alaska Department of Environmental Conservation (the "ADEC") to secure a loan in the amount of \$1,285,714 (the "Loan") to finance a certain water main replacement (Sherrod Area Steel Water Main Replacement Phase 3) to be evidenced by a utility revenue bond; and

WHEREAS, the Authorizing Resolution authorized the City Manager to negotiate and execute any and all documents required by ADEC in connection with the funding application and receipt of the Loan; and

WHEREAS, on or about May 22, 2015, the City entered into a loan agreement with ADEC for purposes of securing the Loan; and

WHEREAS, to evidence the Loan, the City has authorized the issuance of utility revenue bonds in one or more series pursuant to Resolution No. 1150, adopted by the City on June 9, 1998 (the "Master Resolution"); and

WHEREAS, it is necessary and in the best interest of the City and its residents that to evidence the Loan, the City authorize, ratify and confirm the issuance of a utility revenue bond, in the amount not to exceed \$1,285,714 (the "2016A Bond") authorized by the qualified voters at the October 2, 2007 regular City election as evidence and security of the ADEC Loan.

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:

"ADEC" means the Alaska Department of Environmental Conservation.

"Bond Register" means the registration books maintained by the Registrar containing the names and addresses of each owner of the 2016A Bond or their nominees, and the principal amount and number of the 2016A 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.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations and rulings applicable thereto.

"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 2016A 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.

"Loan" means the not to exceed principal amount of \$1,285,714 received by the City from ADEC issued pursuant to the terms of the Loan Agreement.

"Loan Agreement" means the agreement by and among the City and ADEC relating to the Loan and dated on or about May 22, 2015.

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

"2016A Bond" means the City of Palmer, Alaska, Utility Revenue Bond, 2016A authorized by this resolution.

"Project" means the acquisition and construction of water utility and related capital improvements, including without limitation, water main replacement and distribution capital improvements, including Sherrod Area Steel Water Main Replacement Phase 3.

"Registered Owner" means a person named as a registered owner of the 2016A Bond in the Bond Register.

"Registrar" means the City Finance Director.

"Resolution" shall mean Resolution No. 14-040, approved by the City on December 9, 2014.

Section 2 - Authorization of 2016A Bond and Purpose of Issuance. The City hereby ratifies and confirms the authorization to issue a Series of Bonds designated as "City of Palmer, Alaska, Utility Revenue Bond, 2016A," in the aggregate principal amount of not to exceed \$1,285,714, under and pursuant to the terms of this resolution and the Master Resolution. The purpose for which the 2016A Bond is issued is to evidence the Loan of funds to pay Costs of the Project. Notwithstanding the fact that ADEC or the purchaser of a 2016A Bond does not require a bond certificate all provisions herein relating to the obligations of the City respecting the 2016A Bond shall apply.

Section 3 - Obligation of 2016A Bond. The 2016A Bond and the Loan it evidences shall be an obligation only of the Series 2016A 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 2016A Bond or the Loan.

Section 4 - Description of 2016A Bond. The 2016A Bond shall be designated "City of Palmer, Alaska, Utility Revenue Bond, 2016A," shall be issued in fully registered form and shall be numbered in the manner and with such additional designation as the Registrar deems necessary for purposes of identification. The 2016A Bond shall be dated as of the date of the Loan, and shall bear interest, at the time and in the manner set forth in a repayment schedule produced by ADEC pursuant to the terms of the Loan Agreement, at a rate equal to one and one-half percent (1.5%),

computed on the basis of a 360-day year consisting of twelve 30-day months and as otherwise agreed to under the terms of the Loan Agreement. The 2016A Bond shall be payable in twenty (20) equal annual installments of principal and interest with a final payment date no later than December 31, 2040. The dates for payments of installments of principal and interest on the 2016A Bond, shall be determined by the City Manager pursuant to the terms of this resolution and as described in the Loan Agreement, and each are hereby authorized, ratified and confirmed.

Section 5 - Place and Medium of Payment. Both principal of and interest on the 2016A 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 the 2016A Bond shall be paid by check mailed by first class mail to the Registered Owner as of the fifteenth day of the month preceding each installment payment date at the address appearing on the Bond Register; provided that the final installment of principal and interest on a 2016A Bond shall be payable upon presentation and surrender of the 2016A Bond by the Registered Owner at the office of the Registrar. If ADEC is the owner of the 2016A Bond, the place and medium of payment shall be as set forth in the Loan Agreement if expressly set forth therein.

Section 6 - Registration.

- A. Bond Register. The 2016A 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 2016A 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 2016A Bond has been surrendered and canceled, it will maintain a system for recording the ownership of the 2016A 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 2016A 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 2016A 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 2016A Bond to the extent of the amount or amounts so paid.
- C. Transfer or Exchange of Registered Ownership; Change in Denominations. The 2016A Bond shall be transferred only upon the Bond Register kept by the Registrar. Upon surrender of the 2016A 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 2016A 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 2016A Bond surrendered for transfer or exchange shall be canceled by the Registrar. The Registrar shall not be required to transfer or exchange any 2016A Bond after the 2016A Bond has been called for redemption.

The 2016A Bond shall be in denominations of \$5,000 or any integral multiple thereof, or such other denomination as may be determined by the City Manager.

Section 7 - Redemption of 2016A Bond. The 2016A Bond shall be subject to redemption at the option of the City, in whole or in part, at any time, at a redemption price equal to the principal amount of the 2016A Bond to be redeemed plus accrued interest to the date of redemption.

Section 8 - Notice of Redemption. Notice of any intended redemption of the 2016A 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 2016A 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 2016A Bond Fund. A special fund of the City designated the "Utility Revenue Bond Fund, Series 2016A" is hereby created for the purpose of paying and securing the payment of the 2016A Bond. The Series 2016A 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 2016A Bond.

(a) The City hereby irrevocably obligates and binds itself for as long as the 2016A Bond remains Outstanding to set aside and pay into the Series 2016A 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 2016A Bond; and
- (2)
- (3) such amounts as are required to pay maturing principal of the Outstanding 2016A Bond.

(b) Said amounts so pledged to be paid into the Series 2016A 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 2016A Bond. If a bond certificate is required by ADEC or a purchaser of a 2016A Bond, the form of such 2016A Bond certificate shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this resolution and the Master Resolution:

[FORM OF 2016A BOND]

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF PALMER

NO. _____

\$ _____

UTILITY REVENUE BOND, 2016A

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 rate of _____ (%) per annum. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months. This Bond is payable in 20 equal installments of principal and interest, on __1, 20__, and annually thereafter on the 1st day of _____ of each year, until _____1, 20 , when the remaining principal of this Bond, plus accrued interest, shall be due and payable.

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 as of the fifteenth day of the month preceding each installment payment date 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. 16-014 (the "Series Resolution"), adopted_____, 2016, for the purpose of providing funds for acquisition and construction of water utility and related capital improvements, including without limitation, distribution capital improvements, including the Sherrod Area Steel Water Main Replacement Phase 3 Project, as authorized by the qualified voters of the City at the October 2, 2007 regular City election, pursuant to Resolution No. 07-012 of the City (the "Project").

This Bond shall be an obligation only of the Series 2016A 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 2016A Bond. The City has pledged to pay into the Series 2016A 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 _____ 2016.

CITY OF PALMER

_____, Mayor

ATTEST:

_____, City Clerk

Section 11 - Execution of 2016A Bond. If ADEC or a purchaser of a 2016A Bond requests or requires a 2016A Bond certificate, such 2016A Bond certificate 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 2016A 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 2016A Bond or shall not have held office on the date of the 2016A Bond.

Section 12 - Mutilated, Destroyed, Stolen or Lost 2016A Bond. Upon surrender to the Registrar of a mutilated 2016A Bond, the City shall execute and deliver a new 2016A Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a 2016A 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 2016A Bond of like maturity and principal amount. The person requesting the authentication and delivery of a new 2016A 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 2016A Bond issued pursuant to this section in substitution for a 2016A 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 2016A Bond alleged to be destroyed, stolen or lost be at any time enforceable by anyone.

Section 13 - Tax Covenants. The initial purchaser of the 2016A Bond shall be ADEC. If ADEC requires that interest on the 2016A Bond be exempt from federal income tax, the City covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of interest on the 2016A Bond from gross income for federal income tax purposes. In addition, if required by ADEC, the City covenants that it will make no use of the proceeds of the 2016A Bond which will cause the 2016A Bond to be an "arbitrage bond" subject to federal income taxation by reason of Section 148 of the Code, and that it will not take or permit any action that would cause the 2016A Bond to be "private activity bonds" as defined in Section 141 of the Code. No tax covenants set forth in this Section 13 shall be provided by the City unless such covenants (or a requirement relating thereto) are set forth in the Loan Agreement.

Section 14 - Sale of 2016A Bond; General Authorization to City Officials. The negotiated sale of the 2016A Bond to ADEC is hereby authorized, ratified and confirmed.

Subject to this Section 14, all actions heretofore taken by the proper officials for the City to complete such sale of the 2016A Bond and the completion of the Loan are hereby authorized, ratified and confirmed, including, without limitation, the execution and delivery of the Loan Agreement.

Section 15 - Disposition of the Sale Proceeds of the 2016A Bond. The sale proceeds of the 2016A Bond shall be applied to pay Costs of the Project and issuance costs of the 2016A Bond, and shall be deposited in the appropriate funds or accounts of the City for such purposes.

Section 16 - 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 2016A Bond and the completion of the Loan are hereby

authorized, ratified and confirmed. This authority includes without limitation authorization to execute and deliver on behalf of the City the Loan Agreement, consistent with the terms of this resolution and the Master Resolution.

Section 17 – Defeasance. Payment of any and all of the principal installments of the 2016A 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 2016A 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 the 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 18 - 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 2016A Bond.

Section 19 - Effective Date. This resolution shall be effective upon adoption.

PASSED AND APPROVED by the City Council of the City of Palmer, this _____ day of _____, 2016.

CITY OF PALMER

DeLena Goodwin Johnson, Mayor

ATTEST:

Norma I. Alley, MMC, City Clerk

**City of Palmer
Information Memorandum No. 16-019
Ordinance No. 16-011**

Subject: Ordinance 16-011: Enacting Palmer Municipal Code Section 3.21.175 Establishing a Local Vendor Preference for Purposes of Bid or Proposal Evaluation



Agenda of: April 26, 2016

Council Action: May 10 – 1st Public Hearing May 24 – 2nd Public Hearing




Originator Information:

Originator: Board of Economic Development
Date: April 4, 2016 **Requested agenda date:** April 26, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
<u>x</u>	Community Development		<u>4/04/16</u>
<u>x</u>	Finance		<u>4/04/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	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 (√):

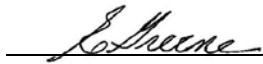
Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 16-011
- Resolution from Board of Economic Development

- Table of information on ten Alaska communities with local preference

Summary statement: The proposed local vendor preference would allow the City to implement a two and one-half percent (2½%) local vendor preference on certain bids or proposals.

The Board of Economic Development has recommended that the City adopt a local vendor preference to encourage local businesses to compete for city contracts for supplies, services and construction awarded by competitive sealed bidding.

The Board reviewed and discussed examples of municipal purchasing codes with local vendor preference sections from ten Alaska communities, and developed the recommendations in Board Resolution No. 15-004.

In preparing the proposed Palmer Municipal Code Section 3.21.175, Administration added the language in:

- Subsection A - that requires notice in the invitation to bid when local preference will be applied and caps the amount of the local preference at \$10,000;
- Subsection C.1. – expands criteria from having city business license to add that the vendor is not delinquent on local taxes, assessments, or user charges;
- Subsection C.3. – added that the bid or proposal is submitted under the name on their current city business license.

Previously there has been a local preference ordinance that was repealed in July 2000. This version would reinstate a local preference with a lower preference amount. It is modeled after other municipalities.

Instituting this ordinance adds an additional administrative task to the current bid process and potential grounds for bid appeal if not evenly implemented.

Administration recommendation: Adopt Ordinance No. 16-011.

Introduced by: City Manager Nathan Wallace
Date: April 26, 2016
1st Public Hearing: May 10, 2016
2nd Public Hearing: May 24, 2016
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 16-011

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Section 3.21.175 Establishing a Local Vendor Preference for Purposes of Bid or Proposal Evaluation

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. Section 3.21.175 is hereby enacted to read as follows:

3.21.175 Local Vendor Preference.

A. The city may specify in an invitation for bids or request for proposals that it will reduce the bid or proposal price of a qualified, responsive and responsible local vendor by two and one-half five percent (2½%) provided the local preference does not exceed \$10,000 for purposes of bid or proposal evaluation.

B. If the city has specified that an invitation for bids or request for proposals is subject to the local vendor preference authorized by subsection A of this section, the city will reduce the price bid or proposed by each qualified and responsive local vendor before evaluating bid or proposal prices for purposes of contract award. The reduction authorized by this subsection is applied only for bid or proposal evaluation, and is not applied to the awarded contract price.

- C. A local vendor is a person or firm that:
1. Holds current city of Palmer business license and is not a delinquent account with respect to a local tax, assessment or user charge;
 2. Has maintained a place of business within the city limits staffed by the vendor or an employee of the vendor as their regular year around employment for a period of at least 180 days immediately preceding the date of submission of the bid or proposal; and
 3. Submits the bid or proposal under the name which appears on its current city business license.

Section 4. Effective date. Ordinance No. 16-011 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk

Resolution No. 15-004

A Resolution of the Palmer Board of Economic Development Recommending adoption of a local preference on bidding process

WHEREAS, the City of Palmer purchases goods and services using a competitive process outlined in Chapter 3.21 Purchases and Contracts of the Palmer Municipal Code ; and

WHEREAS, the Palmer Board of Economic Development desires to encourage local businesses to compete for these purchases and contracts; and

WHEREAS, the Board has reviewed the purchasing code sections dealing with local bidder preference enacted by several Alaska communities; and

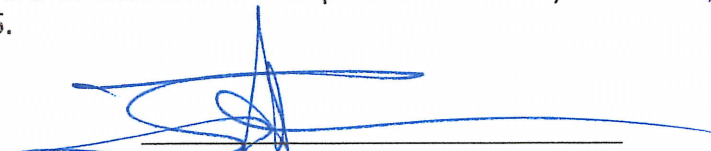
WHEREAS, the Board sees value having City funds supporting City residents, workers and businesses by keeping procurements local; and

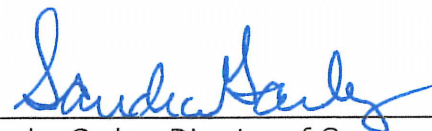
NOW, THEREFORE, BE IT RESOLVED that the Palmer Board of Economic Development recommends the Council adopt the following local preference language:

Local vendor preference.

- A. If the City has specified that an invitation for bids or request for proposals is subject to the local vendor reference, the City shall reduce the price bid or proposed by each local vendor by two and one-half (2½) percent before evaluating bid or proposal prices for purpose of contract award. The reduction authorized by this subsection is applied only for bid or proposal evaluation, and is not applied to the awarded contract price.
- B. A local vendor is bidder firm who:
 - 1) Holds a current City Business license;
 - 2) Has maintained a place of business within the City of Palmer staffed by the vendor or an employee(s) of the vendor as their regular year around employment for a period of at least 180 days immediately preceding the bid;
 - 3) Is current on payment of City Sales Tax.

Passed and approved by the Board of Economic Development of the City of Palmer, Alaska, this 14th day of September, 2015.


LaMarr Anderson, Chairman


Sandra Garley, Director of Community Development

Example of Local Preference on Bids

Community	Code Section	Preference	Local Bidder Definition Criteria
1	Anchorage 7.20.040 (A.1)	2% - 5% may be given	<p>Bidder has current applicable business licenses and maintained place of business within City staffed by employee for a period of six months immediately preceding the bid; current on city taxes.</p> <ul style="list-style-type: none"> • 5% if bid does not exceed \$5,000 on purchase up to \$166,667; • 3% if bid does not exceed \$10,000 on purchases between \$166,667 - \$500,000; • 2% if bid does not exceed \$20,000 on purchases exceeding \$500,000
2	Bethel 4.20.060	2% - 5%	<p>Bidder has current applicable business licenses and maintained place of business within City staffed by employee for at least 180 days immediately preceding the bid; current on city taxes.</p> <ul style="list-style-type: none"> • 5% if bid does not exceed \$5,000 on purchase up to \$250,000; • 3% if bid does not exceed \$10,000 on purchases between \$251,000 - \$500,000; • 2% if bid does not exceed \$20,000 on purchases exceeding \$500,000
3	Fairbanks Borough 16.35.050	5% - 10%	<p>Bidder has a place of business located in the Borough staffed by employee(s) as their permanent employment year-round.</p> <ul style="list-style-type: none"> • Lesser of 5% or \$40,000, or the lesser of 10% or \$80,000
4	Haines Borough 3.60.160 (A.8)	3% may be given	<p>Responsive Bidder whose principal place of business is within the borough</p>
5	Homer 3.16.080	5% - 7.5%	<p>Bidder has current applicable business licenses and maintained place of business within City staffed by employee for at least six months immediately preceding the bid and intends to permanently maintain such business; current on city taxes.</p> <ul style="list-style-type: none"> • 5% on first \$500,000 plus 2.5% on amount between \$500,000 and \$1,000,000

Example of Local Preference on Bids

Community	Code Section	Preference	Local Bidder Definition Criteria
6	Kenai 7.15.045	5%	<p>Bidder has current applicable business licenses and continuously maintained place of business within Kenai Borough staffed by employee for at least 180 days immediately preceding the bid.</p> <ul style="list-style-type: none"> • 5% provided preference does not exceed \$25,000
7	Ketchikan 3.12.040	7% - 10%	<p>Bidder has current applicable business licenses and maintained place of business within Borough for at least 6 months immediately preceding the bid; current on City and Borough taxes.</p> <ul style="list-style-type: none"> • 10% on bids of \$100,000 or less; • The lesser of 7% or \$10,000 if bid is between \$100,00 and \$200,000
8	Mat-Su Borough 3.08.240 (A)	The lesser of 5% or \$2,000	Bidder maintains and operates businesses within the borough
9	Soldotna 3.06.060	5%	Bidder has current applicable business licenses maintained place of business within Kenai Borough a period of 6 months immediately preceding the bid.
10	Wasilla 5.08.190	2.5%	Bidder has current applicable business licenses and maintained place of business within City staffed by employee for at least 6 months immediately preceding the bid.

**City of Palmer
Information Memorandum No. 16-023
Ordinance No. 16-013**

Subject: Ordinance 16-013: Amending Palmer Municipal Code Chapter 2.20 Planning and Zoning Commission; Chapter 2.22 Parks, Recreation, and Cultural Resources Advisory Board; Chapter 2.25 Airport Advisory Commission; and Chapter 2.30 Board of Economic Development Authorizing the Mayor to Remove Board and Commission Members

Agenda of: May 10, 2016

Council Action: May 24 – Public Hearing

Originator Information:

Originator: Mayor Johnson
Date: April 26, 2016 **Requested agenda date:** May 10, 2016

Department Information \checkmark :

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

Approved for presentation by:

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

Certification of Funds:

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

This legislation (\checkmark):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (\checkmark):

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature:

Attachment(s):

- Ordinance No. 16-013

Summary Statement: Ordinance No. 16-013 is brought forward at the request of Mayor Johnson at the April 26, 2016 meeting. Ordinance No. 16-013 amends the Palmer Municipal Code (PMC) as it relates to the removal of board or commission members. Current PMC language affords the Council the option to remove members from a committee or board due to exceeding a certain number of absences in a year. The amendment delegates board and commission member removal authority to the Office of the Mayor.

Administration Recommendation: Adopt Ordinance No. 16-013.

Introduced by: Mayor Johnson
Date: May 10, 2016
Public Hearing: May 24, 2016
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 16-013

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapter 2.20 Planning and Zoning Commission; Chapter 2.22 Parks, Recreation, and Cultural Resources Advisory Board; Chapter 2.25 Airport Advisory Commission; and Chapter 2.30 Board of Economic Development Authorizing the Mayor to Remove Board and Commission Members

THE CITY OF PALMER, ALASKA ORDAINS:

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

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

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

Chapter 2.20 - PLANNING AND ZONING COMMISSION

2.20.321 Cause for removal.

- B. In addition, a commission member may be removed by the ~~council~~ mayor if, during any 12-month period while in office:
1. The commission member is absent from three regular meetings without excuse; or
 2. The commission member is absent from six regular meetings.

Chapter 2.22 - PARKS, RECREATION, AND CULTURAL RESOURCES ADVISORY BOARD

2.22.140 Cause for removal.

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

Chapter 2.25 - AIRPORT ADVISORY COMMISSION

2.25.140 Cause for removal.

- B. In addition, a commission member may be removed by the ~~council~~ mayor if, during any 12-month period while in office:
1. The commission member is absent from three regular meetings without excuse; or
 2. The commission member is absent from six regular meetings.

Chapter 2.30 - BOARD OF ECONOMIC DEVELOPMENT

2.30.140 Cause for removal.

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

Section 4. Effective Date. Ordinance No. 16-013 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk

action memoranda



**City of Palmer
Action Memorandum No. 16-034**

Subject: Authorize City Manager to Negotiate and Execute an Assumption of Proprietary Lease from David R. Allen to Joshua Nance for Palmer Hangars Owners Association Unit No. 4 Lot 11 Block 3 at the Palmer Municipal Airport

Agenda of: May 24, 2016

Council Action: _____


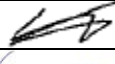
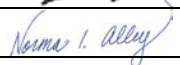
Originator Information:

Originator: Frank Kelly (Airport Superintendent)
Date: April 29th, 2016 **Requested agenda date:** May 10, 2016

Department Information:

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

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 0

This legislation (√):


Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund assigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Palmer Hangars Owners Association Proprietary Lease with David R. Allen
- Purchase agreement and addendum
- AM 07-003 Authorize the City Manager to Consent to Palmer Hangars Proprietary for units No. 1,3,4,5,6,8,9 Upon Their Sale

- Tenant contact information sheet
- Assignment and assumption of proprietary lease and transfer of certification of Membership
- City of Palmer Consent to Assignment
- Estoppel Certificate
- Certificate of Insurance

Summary statement: Palmer Hangars Association is the lessee for the 9-unit T-Hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Palmer Hangars Association has a proprietary lease agreement with David R. Allen for Unit 4. Mr. Allen is assigning this lease to Joshua Nance.

In accordance with and in keeping with article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with David R. Allen, the assignor acknowledges their understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignor also acknowledges and agrees their rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a Consent to Lease Proprietary Lease as set forth in the Airport Lease, and the Assignor, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

The administration recommends that the Council Authorize the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from David R. Allen to Joshua Nance for Palmer Hangars Owners Association Unit No. 4, Lot 11 Block 3 at the Palmer Municipal Airport with the condition that the City receives the following: (1) Copy of fully executed proprietary lease assumption; and (2) Certificate of Insurance replacing the Insurance Binder

Administration recommendation: Approve Action Memorandum 16-034



City of Palmer • Palmer Municipal Airport
231 W. Evergreen Avenue • Palmer, AK 99645
 Phone: 907-745-3271 Fax: 907-745-0930

CONSENT TO ASSIGNMENT

In consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership of Unit 4, Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, and State of Alaska from David R. Allen, ("Assignor") to Joshua Nance, ("Assignee").

Current Palmer Municipal Lease No 05-02 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this consent to assignment of proprietary lease is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

This consent to assignment of lease will not release the Assignor from obligations under the Airport Lease should the new Lessee default. In the event of the default of the Assignee, the lease agreement shall revert to the Assignor.

City of Palmer

Date: _____

 Nathan E. Wallace, City Manager

STATE OF ALASKA)
)ss:
 THIRD JUDICIAL DISTRICT)

The foregoing Consent to Assignment of Proprietary Lease _____
 was acknowledged before me this _____ day of _____, 2016, by
 _____.

 Notary Public in and for Alaska
 My Commission
 Expires: _____

**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

THIS ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the _____ day of _____, 2016, by and between DAVID R. ALLEN, an unmarried person, ("Assignor"), whose address is 20207 Paul Revere Circle, Eagle River AK 99577, and JOSHUA NANCE, a(n) _____ person, ("Assignee"), whose address is 2228 S. Austin Circle, Palmer AK 99645.

RECITALS

WHEREAS, Assignor is currently the lessee, by Assignment and Assumption recorded July 15, 2013, Reception Number 2013-015245-0, under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 5, 2007, recorded October 12, 2007, Reception Number 2007-027127-0, with respect to certain airplane hangar space described as

Unit No. 4, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

WHEREAS, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer Of Certificate Of Membership, all as more fully set forth in said Proprietary Lease; and

WHEREAS, Assignor desires to assign his right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 4, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership.

Assignor hereby grants, transfers, conveys and assigns to Assignee all of his right, title and interest as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and

except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

Section 2. Continued Liability of Assignor. Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that he shall remain liable for all obligations and claims (the “Claims”), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

Section 3. Permits, Laws, and Taxes.

3.01. The Assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The Assignee shall pay all taxes pertaining to his performance under this Agreement.

3.02. In accordance with and in keeping with Article 3, Compliance with Airport Lease, of the Palmer Hangers Owners Association Proprietary Lease with George J. Gallagher and Peggy J. Gallagher recorded October 22, 2007, Reception Number 2007-027127-0, the Assignee acknowledges his understanding of and agrees to be bound by and to comply with all terms of Palmer Municipal Airport Lease Agreement No. 05-02 (The Airport Lease), as if a lessee thereunder. The Assignee also acknowledges and agrees his rights under this Proprietary Lease are invalid and ineffective unless and until the City of Palmer executes a consent to transfer the Proprietary Lease as set forth in the Airport Lease, and the Assignee, in writing, agrees to be bound by the terms and conditions of the Airport Lease.

Section 4. Other Instruments/Actions. The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

Section 5. Miscellaneous.

5.01. Governing Law/Remedies. This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska and the City of Palmer without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

5.02. Waiver/Amendments. Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term

or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended except by an instrument in writing signed by both parties.

5.03. Binding Effect; Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.04. No Partnership, Joint Venture, Etc. Nothing in this Assignment shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

5.05. No Third Party Beneficiaries. This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

5.06. Severability. If any provision of this Assignment or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Assignment or any other application of such provision shall not be affected thereby.

5.07. Counterparts. The Assignment may be executed in one or more counterparts, including by facsimile, all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR:

DAVID R. ALLEN

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2016, by DAVID R. ALLEN.

Notary Public in and for Alaska
My Commission Expires: _____

ASSIGNEE:

JOSHUA NANCE

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2016, by JOSHUA NANCE.

Notary Public in and for Alaska
My Commission Expires: _____

Record in Palmer Recording District.
Return to:
JOSHUA NANCE
2228 S. Austin Circle
Palmer AK 99645

ESTOPPEL CERTIFICATE

To: MAT-SU TITLE AGENCY LLC

Attn: Joan Lease

Re: Order No. MS200647

The undersigned certifies as follows:

1. The City of Palmer (“Lessor”) and Palmer Hangers LLC (“Lessee”), entered into a lease agreement on June 5, 2005, under Lease Agreement 05-02, in which Lessor leased to Lessee, and the Lessee leased from Lessor, the real property described below (the “Premises”), and Palmer Hangars Owners Association acquired the interest of Lessee by Assignment and Amendment of Palmer Municipal Airport Lease Agreement No. 05-02 recorded April 11, 2006:

Real Property:

Lot 11, Block 3, of the preliminary plat for the Palmer Municipal Airport, located in the Palmer Recording District, Third Judicial District, State of Alaska.

2. The Lease constitutes the only agreement between Lessor and Lessee with respect to the Premises. A full copy of the Lease [and all amendments, both recorded and unrecorded] is attached hereto.

3. The Lease is in full force and effect; Lessee has accepted the Premises and presently occupies them, and is paying rent on a current basis; and Lessor has no setoffs, claims or defenses to the enforcement of the Lease.

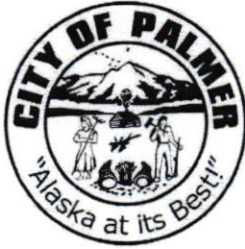
4. As of the date of this certificate, Lessee is not in default in the performance of the Lease, and has not committed any breach of the lease, and no notice of default has been given to the Lessee.

Dated: _____, 2016

Lessor: CITY OF PALMER

By _____

Its _____



CITY OF PALMER

231 West Evergreen Avenue
Palmer, Alaska 99645
Phone (907) 745-3271 • Fax (907) 745-0930
www.cityofpalmer.org

Hangar Complex No. 750 E. YUKON DR. UNIT #4

Aircraft Number: N548D

Owner: JOSHUA & REBECCA NANCE

Mailing Address 2228 S. AUSTIN CIR
PALMER, AK 99645

Physical Address if different than Mailing: _____

Telephone: Daytime: 907-707-9669

Evening: _____

Cell/Pager: 907-707-9669

In case of Emergency and the primary owner is not available:

Name: JOHN FINIK

Mailing Address: 2202 S. AUSTIN CIR
PALMER, AK 99645

Proposed Use: PERSONAL

Owners Signature: Joshua Nance

Date: 04/27/2016

ADDENDUM TO PURCHASE AGREEMENT

Unit # 4 Palmer Airport

31st

All parties agree to extend the Purchase Agreement to: ~~29~~ May 2016

* DA

* AK

David R Allen (David R Allen)
(Seller) signed

JOSHUA NANCE
(Buyer) Joshua Nance

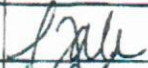


CITY OF PALMER ACTION MEMORANDUM

SUBJECT: Authorize the City Manager to Consent to Palmer Hangars Owners Association Proprietary Lease for Units No. 1, 3, 4, 5, 6, 8, 9, Upon Their Sale

AGENDA OF: January 9, 2007

Council action: Authorized

Approved for presentation by Tom Healy, City Manager 

Route To:	Department/Individual:	Initials:	Remarks:
x	Originator – Airport Manager		
X	City Clerk		
x	City Attorney	 js	add 4 below - not in default.
	Emergency Services Director		
	Finance Director		
	Library Director		
	Police Chief		
	Public Works Director		

Attachment(s):

Fiscal note:

x	No fiscal impact.
	Funds are budgeted from this account number:
	Funds are not budgeted. Budget modification is required. Affected account number:

Finance Director Signature: 

Summary statement: Palmer Hangars Owner Association is the lessee for a 9 unit T-hangar complex constructed on Yukon Drive at the Palmer Municipal Airport. Authorizing this consent will permit the sale of the remaining units to close with out prior council approval.

Administration recommendation: Authorize the City Manager to execute the Consent to Proprietary Lease for Units 1, 3, 4, 5, 6, 8, and 9 conditioned on receipt of the following:

1. Copy of fully executed Proprietary Lease
2. Completed Tenant contact information sheet is filled out
3. Certificate of Insurance in accordance with the requirement of the proprietary lease is received.
4. Tenant is not in default under the lease from the City.



5

**ASSIGNMENT AND ASSUMPTION OF PROPRIETARY LEASE
AND TRANSFER OF CERTIFICATE OF MEMBERSHIP**

MS94916

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND TRANSFER OF CERTIFICATE OF MEMBERSHIP (the "Assignment") is made and entered into and effective as of the 10th day of July, 2013, by and between GEORGE J. GALLAGHER and PEGGY J. GALLAGHER LIVING TRUST, Dated September 8, 2011, George J. Gallagher and Peggy J. Gallagher as Trustees ("Assignor"), whose address is 7210 East Chester Heights Circle, Anchorage, AK 99504, and DAVID R. ALLEN, a(n) unmarried person, ("Assignee"), whose address is 20244 Glacier Park Circle, Eagle River, AK 99577.

RECITALS

WHEREAS, Assignor is currently the lessee under that certain Proprietary Lease Agreement (the "Lease") between Assignor and Palmer Hangars Owners Association, dated October 5, 2007, recorded October 12, 2007, Reception Number 2007-027127-0, with respect to certain airplane hangar space described as

Unit No. 4, Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska, and

WHEREAS, by mesne Assignments Palmer Hangars Owners Association obtained a lease from the City of Palmer at the Palmer Airport as to the following described property

Lot 11, Block 3, Preliminary Plat for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska;

and all terms and conditions of said Airport Lease and compliance therewith apply to this Assignment and Assumption of Proprietary Lease and Transfer Of Certificate Of Membership, all as more fully set forth in said Proprietary Lease; and

WHEREAS, Assignor desires to assign their right, title, and interest under the Proprietary Lease to Assignee, and further transfers the Certificate of Membership in and to said Unit 4, and Assignee desires to accept and assume the right, title, and interest of Assignor under the Proprietary Lease and Certificate of Membership;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

Dalrymple Law, P.C. • 927 S. Cobb Street, Palmer AK 99645 • 907-745-6332 • www.matsulaw.com

Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 1

the parties agree as follows:

Section 1. Assignment of Proprietary Lease and Transfer of Certificate of Membership. Assignor hereby grants, transfers, conveys and assigns to Assignee all of their right, title and interest as Lessee under the Proprietary Lease and Certificate of Membership, and Assignee accepts such assignment, and except as provided in Section 2 below, assumes all obligations of Assignor thereunder, as of the effective date of this Assignment. Except as provided in Section 2 with respect to Claims (as such term is hereinafter defined), Assignee shall defend, indemnify and hold harmless Assignor from and against all Claims arising or occurring under the Proprietary Lease and Certificate of Membership after the effective date of this Assignment.

Section 2. Continued Liability of Assignor. Notwithstanding the provisions of Section 1 above, Assignor expressly agrees that they shall remain liable for all obligations and claims (the "Claims"), including, but not limited to, indemnity obligations, arising or occurring under the Proprietary Lease and Certificate of Membership prior to the effective date of this Assignment, irrespective of whether a Claim is made after the effective date of this Assignment. Assignor shall defend, indemnify and hold harmless Assignee from and against such Claims.

Section 3. Permits, Laws, and Taxes. The assignee shall acquire and maintain, in good standing, all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the assignee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations, including, but not limited to the Palmer Municipal Code, and all state and/or federal laws and regulations. The assignee shall pay all taxes pertaining to its performance under this Agreement.

Section 4. Other Instruments/Actions. The parties agree to execute such further reasonable instruments, to take such further reasonable actions, and to make any additional reasonable transfers as may be necessary to carry out the purpose and intent of this Assignment.

Section 5. Miscellaneous.

5.01. Governing Law/Remedies. This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Alaska without giving effect to principles or provisions thereof relating to choice of law or conflict of laws. In any action to enforce the provisions of this Assignment, the prevailing party shall be entitled to reasonable attorney fees and court costs.

5.02. Waiver/Amendments. Any waiver must be in writing, and any waiver by any party of a breach of any provision of this Assignment shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Assignment. The failure of a party to insist upon strict adherence to any term of this Assignment on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Assignment. This Assignment shall not be altered, modified or otherwise amended except by an instrument in

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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 2



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2013-015245-0

eRecorded Document

with my signed by both parties.

5.03. Binding Effect Assignment. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.04. No Partnership, Joint Venture, Etc. Nothing in this Assignment shall be intended or deemed to create a partnership, joint venture, association, or other similar relationship between the parties hereto.

5.05. No Third Party Beneficiaries. This Assignment does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Assignment.

5.06. Severability. If any provision of this Assignment or any application thereof shall be held invalid, illegal or unenforceable, the remainder of this Assignment or any other application of such provision shall not be affected thereby.

5.07. Counterparts. The Assignment may be executed in one or more counterparts, including by facsimile, all of which counterparts taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first written above.

ASSIGNOR: GEORGE AND PEGGY GALLAGHER LIVING TRUST Dated September 8, 2011, GEORGE J. GALLAGHER AND PEGGY J. GALLAGHER as Trustees



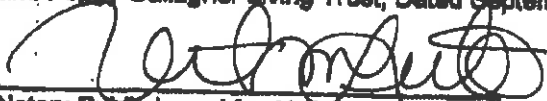
GEORGE J. GALLAGHER



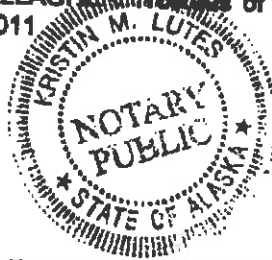
PEGGY J. GALLAGHER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on July 10, 2013, 2013, by GEORGE J. GALLAGHER and PEGGY J. GALLAGHER, Trustees of the George and Peggy Gallagher Living Trust, Dated September 8, 2011.



Notary Public in and for Alaska
My Commission Expires: 5.29.16



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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 3



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2013-015245-0

ASSIGNEE:

David R. Allen
DAVID R. ALLEN
R. *it*

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me on July 11, 2013, 2013, by DAVID R. ALLEN, R.

Kristin M. Lutes
Notary Public in and for Alaska
My Commission Expires: 5.29.16



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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 4-



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2013-015245-0

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APPROVED BY CITY OF PALMER:

The City Of Palmer, Lessor under the original Airport Lease dated June 5, 2005, hereby approves of this Assignment And Assumption Of Proprietary Lease and Transfer Of Certificate Of Membership and the provisions thereof.

DATED: July 10, 2013

CITY OF PALMER:

By: Douglas B. Griffin
Its: City Manager

Record in Palmer Recording District.
Return to:
DAVID S. ALLEN
20244 Glacier Park Circle
Eagle River, AK 99577

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Assignment and Assumption of Proprietary Lease and Transfer of Certificate of Membership, Page 5



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2013-015245-0

eRecorded Document



AIRCRAFT INSURANCE BINDER

NAMED INSURED: Joshua M Nance and Rebecca R Nance
ADDRESS: 2228 S Austin Circle, Palmer, AK 99645
POLICY PERIOD: April 26, 2016 to April 26, 2017
at 12:01 A.M. local time at the Named Insured's address
INSURANCE COMPANY: Starr Aviation Agency, Inc.
POLICY NUMBER: 1000318476-01

COVERAGE and LIMITS:
Single Limit Bodily Injury & Property Damage Liability \$1,000,000 each occurrence limited to \$100,000 per passenger
Medical Payments \$5,000 per passenger including crew
Territory US, Canada, Mexico, the Bahamas, and the Caribbean Islands or enroute between points therein

APPROVED AIRCRAFT: N54SD, 1954 CESSNA 180, Serial No.: 31162

Aircraft Hull Value \$120,000 Ground and Flight
Deductible \$6000 in motion \$6000 not in motion
Approved Uses Pleasure and Business
Additional Insured Interest **City of Palmer**
Lienholder Interest Not Applicable

APPROVED PILOTS: **Joshua Nance**
Any Other Pilots: Named Pilot Only

ANNUAL POLICY PREMIUM: \$3,008.00
Annual State/Local Taxes Not Applicable

TOTAL ANNUAL PREMIUM: \$3,008.00

IMPORTANT COVERAGE PROVISIONS and LIMITATIONS: The Insurance Coverages are limited to all the policy agreements, conditions, and exclusions set forth in the policies and/or certificates which will be issued by the insurance company or management group. This binder is given on the above statements, and will be in effect the date upon which the insurance takes effect and terminates upon issuance of the insurance policy.

INSURANCE BROKER:
AOPA Insurance Services
P.O. Box 9170, Wichita, KS 67277
P: (800) 622-AOPA [2672] or (316) 942-2223

DATE ISSUED: April 26, 2016

BY: Brenda J. Jennings
Authorized Representative

**City of Palmer
Action Memorandum No. 16-035**

Subject: Authorize the City Manager to Negotiate and Execute a One Year Contract with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area (GPFSA)

Agenda of: May 24, 2016

Council Action: _____

Originator Information:

Originator: John McNutt, Fire Chief
Date: April 29, 2016 **Requested agenda date:** May 24, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>√</u>	Finance	<u><i>[Signature]</i></u>	<u>05/03/2016</u>
<u>√</u>	Fire Department	<u><i>[Signature]</i></u>	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 334,388 (167,194 in 2016 and 167,194 in 2017)

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ 334,388
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): 01-00-00-3425
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *[Signature]*

Attachment(s):

- Contract

Summary statement: Since the early 1970s, the Matanuska-Susitna Borough has contracted with the City of Palmer to provide fire protection and response services to the Greater Palmer Fire Service Area (GPFSA). This has resulted in a mutually beneficial relationship to Palmer as well as to the GPFSA. The current contract will expire June 30, 2016. The contract has been slightly revised to reflect the appropriate date and monetary changes.

The financial data has been updated to reflect the 2016 Council approved budget. With certain exceptions, such as the City and GPFSA paying the insurance on their prospective apparatus, the contract calls for the GPFSA to pay about one-half of the City of Palmer's Fire & Rescue budget. Operationally, combining fire service response for the City and the GPFSA allows for a larger pool of paid-on-call volunteers to respond to a call in either area, and it allows for a smaller, more streamlined overhead expense.

Administration recommendation: Authorize Action Memorandum 16-035.

**MATANUSKA-SUSITNA BOROUGH
GREATER PALMER FIRE SERVICE AREA
and
CITY OF PALMER**

FIRE SERVICES AGREEMENT

THIS AGREEMENT is made between the Matanuska-Susitna Borough, a municipal corporation, hereafter referred to as “Borough” and the City of Palmer, hereafter referred to as “City” for the provision of fire protection services.

SECTION 1. Definitions

In this contract hereafter:

- A. The term “Agreement” means the Matanuska-Susitna Borough Greater Palmer Fire Service Area and City of Palmer Fire Services Agreement.
- B. The term “Borough” means the Matanuska-Susitna Borough.
- C. The term “City” means the City of Palmer.
- D. The term “GPFSA” means the Greater Palmer Fire Service Area.

SECTION 2. Authority

This intergovernmental agreement is authorized pursuant to Alaska State Constitution, Article X, Section 13 and A.S. 29.35.010(13) and is for the joint administration and exercise of fire protection services by the Borough and the City.

SECTION 3. Term

This contract shall be for one (1) year commencing on July 1, 2016, and ending on June 30, 2017, subject to the termination provisions of Sections 20 and 21.

SECTION 4. Compensation/Consideration

- A. The Borough shall pay to the City an amount not to exceed \$334,388 during the term of this contract, to be paid in two equal payments each in the amount of \$167,194.00. This amount is based upon 50% of the Palmer Fire and Rescue’s annual operating budget between the Borough (GPFSA) and the City, as per Section 7.B. of this Agreement.
- B. The schedule for payments shall commence with the first payment of \$167,194.00 due no later than July 31, 2016. The second payment shall be made no later than January 30, 2017.

- C. Payments made under this contract are subject to appropriation of funds by the Borough.
- D. The City agrees that any fire department operational funds designated in the budget for specific personnel or new equipment purchases that form the basis of the above amount of the payment that are not expended will be refunded to the Borough.
- E. Should an emergency or unforeseen event occur that will require additional funds for services under this contract, the City shall notify the Borough in writing of the amount and reason for the increase. The request then must be approved by the GPFSA Board of Supervisors. The payment of any supplemental funding shall be subject to available funds and Assembly appropriation.
- F. So long as the operating budget is funded 50% from the City and Borough as in Section 4.A., any funds from the City Fire Department budget not spent during this fiscal period will be refunded to the Borough; the residual balance to be at the rate defined in Section 4.A. The refund shall be paid by check.

SECTION 5. Service Boundaries

The City shall provide fire protection services within the GPFSA and to those other Borough FSA's under the approved mutual aid and automatic aid agreements signed by the City of Palmer.

SECTION 6. Vehicles and Equipment

The City agrees to maintain all vehicles and firefighting and communications equipment belonging to the City and the GPFSA in a working condition. For major repair of Borough-owned vehicles or equipment (any repair costing more than \$1,000), the City shall first receive concurrence from the Borough Emergency Services Director prior to repair. For repairs exceeding \$1,000 for GPFSA-owned vehicles, the total cost of the repairs will be paid by the Borough (the City will pay for its own vehicles).

For Borough-owned vehicles in which an insurance claim may be involved, see Section 16 of this Agreement.

The vehicles and equipment assigned to or purchased for the GPFSA shall remain the property of the GPFSA.

SECTION 7. Expenses

A. The City agrees that all funds expended under this contract shall be used solely and exclusively for providing fire protection services as per Section 7.B. of this agreement. The City further agrees to provide the Borough with an inventory list by station and vehicle of equipment assigned to or purchased for that station or vehicle, as per National Fire Protection Association (NFPA) 1901 and Insurance Services Organization (ISO) standards. The City will not be required to maintain separate inventories of Borough and City equipment.

- B. Eligible fire protection services operating expenses for the City are as follows:
- a. Salaries and benefits for the firefighter personnel;
 - b. A proportionate share of the salaries and benefits for City fire administrative personnel, as determined by their respective job duties and descriptions;
 - c. Travel and expense reimbursement for fire protection related travel;
 - d. Training: Firefighter training (structural and wildland), fire officer training, fire prevention training, fire code training, mandated Federal, State and local training, and any miscellaneous fire-related training;
 - e. Utilities directly related to any City fire department buildings;
 - f. Fuel expenses for fire apparatus, fire support vehicles, and motorized equipment and tools;
 - g. Rental/lease of equipment directly related to fire protection, and rent/lease of facilities or storage space that is of benefit to the GPFSA;
 - h. Insurance:
 - i. The City will provide at its own expense workers compensation insurance, and unemployment insurance for all positions related to this agreement (see Section 16);
 - ii. The City will pay the vehicle insurance for those vehicles owned by the City;
 - iii. The Borough shall provide vehicle liability, and physical damage coverage on all Borough-owned vehicles that are directly involved with a GPFSA response or official business (see Section 1).
 - i. Supplies: any supplies purchased that are directly fire related;
 - j. Maintenance: any maintenance which directly benefit the fire protection services to fire facilities, vehicles and equipment;
 - k. Personal protective equipment and uniforms purchased for firefighter and Officer personnel;
 - l. Equipment: any equipment purchased for direct use in firefighting, fire administrative office, computers, and tools.

C. Fire protection services operating expenses for the City that are non-eligible are as follows:

- a. "Miscellaneous" line item descriptions are not eligible expenditures under this Agreement;

- b. City capital budget items are not eligible expenditures under this Agreement.
- c. Administrative overhead expenses are eligible expenses but must not exceed 10% of the operating budget total (exclusive of Section 7.B.b. above).
- d. Any and all operational expenses directly or indirectly related to providing rescue services shall be excluded from this Agreement.

SECTION 8. Other Expenses

- A. The City agrees to bear the costs of all building and personnel supplies, office supplies, household supplies, salaries and wages, and supplies which are necessary or convenient to the operation of such fire protection services and the performance of the obligations hereunder provided.
- B. The City may, at its option, use the Borough's purchasing system for supplies and equipment at the actual cost of such supplies and equipment. The Borough purchasing procedures and policies shall apply for these purchases.

SECTION 9 Records

- A. The City shall provide a report at its own expense, to the Borough containing the following information:
- B. A copy of the City of Palmer annual audit, once approved by the Palmer City Council.
- C. Fire-specific records, including:
 - a. Total number and types of responses for both the City and the GPFSA fire services,
 - b. All City fire department expenditures detailing each of the line items in the budget, including the amount of the rebate (see Section 4F), if any. A preliminary previous fiscal year annual budget report no later than February 1st, and an audited annual budget report within 180 days from the close of the previous fiscal year.
 - c. An annual training report,
 - d. An inventory list by station of all fire apparatus and support vehicles, including all appropriate equipment for each vehicle as recommended by NFPA 1901 and related ISO standards.

SECTION 10. Personnel

- A. The City agrees to maintain an appropriate number of full-time and paid on-call fire fighters to respond to fires within the GPFSA or for automatic or mutual aid as requested

by other Borough fire service areas. The City agrees that such personnel shall meet the minimum training standards of the City of Palmer.

- B. The City agrees that all personnel will comply with all requirements of federal, state and local mandates, including, but not limited to O.S.H.A., Homeland Security, and the State Fire Marshall's Office.

SECTION 11. Operating Procedures

The City agrees to abide by and comply with all Borough FSA Standard Operating Procedures and Policies when responding to fires in the GPFSA or when providing mutual/auto aid to other Borough Fire Service Areas.

SECTION 12. Public Safety Buildings

The City shall insure that the three GPFSA Public Safety Buildings (Station 32, Station 33 and Station 35) are maintained with indoor heat for parking of the apparatus and storage of other necessary equipment and supplies. The public safety buildings shall allow for immediate and rapid entrance and exit of personnel and equipment.

The Borough shall provide any capital improvements necessary to these Borough-owned facilities and will maintain the structure, the mechanicals, and the septic and water systems unless damage is due to negligence.

SECTION 13. Relationship of Parties

The City shall perform its obligations under this agreement as an independent contractor for the Borough. The Borough shall not supervise or direct the City other than as provided in this agreement.

SECTION 14. Mutual / Auto Aid

For the purposes of this contractual relationship between the Palmer Fire and Rescue and the GPFSA, there is no traditional mutual aid response to and from either the City or the GPFSA. It is agreed by both Parties that each response within the City of Palmer's jurisdiction will be considered a City incident, and all responses within the Great Palmer Fire Service Area will be considered a Borough incident.

SECTION 15. Nondiscrimination

In performing its duties under this contract, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex or marital status, physical handicap, status as a disabled veteran.

SECTION 16. Insurance

The City agrees, at its own expense, to provide workers compensation insurance for all firefighting personnel. The City and the Borough shall provide vehicle liability for their respective vehicles, physical damage coverage on agreed to vehicles for the term of this agreement:

The City and the Borough agree to notify the other party immediately of any situation, incident or event that may cause a claim to be made against the other party. The City and the Borough agree to cooperate with one another in any accident or incident investigation and reporting required as a result of an incident involving the GPFSA.

SECTION 17. Financial Records

Expenditures of funds under this contract shall be made solely for the purpose of fulfilling the GPFSA's fire protection duties and obligations, and to the same extent as may be required by law governing all other expenditures of the City, shall be subject to independent audit.

SECTION 18. Additional Insurance.

The City agrees to add the Borough as an additional insured to the same extent as it insures itself for professional liability, errors and omissions and excess coverage. The requirement that the Borough be an additional insured shall only be required for those activities by the City in providing fire protection services under this agreement.

SECTION 19. Assignment

Neither this contract nor any interest created hereby may be assigned by the City or the Borough without the express written consent of the Borough Manager or the City of Palmer Manager.

SECTION 20. Termination of Contract for Cause

If, through any cause, the City or Borough shall fail to fulfill its obligations under this contract, or shall violate any of the covenants, agreements, or stipulations of this contract, the Borough or City shall thereupon have the right to terminate this contract. The City or Borough should do so by giving written notice at least thirty (30) days before the effective date of such termination.

SECTION 21. Termination for Convenience of the Parties

Either party may terminate this contract for any reason at any time by giving a sixty (60) day written notice to the other party of such termination and specifying the effective date of such termination. In that event, all equipment, vehicles, supplies, reports or other materials that are the property of the Borough shall be returned to the Borough by the effective date of termination. All property of the City shall be returned to the City by the effective date of termination. The City shall refund to the Borough the prorated share of any monies paid to the City by the Borough for fire services under this Agreement.

SECTION 22. Contract Administration

- A. The Department of Emergency Services Director or his designee will be the representative of the Borough administering this agreement.
- B. The services to be furnished by the City shall be administered, supervised, and directed by the City of Palmer Fire Chief or their designee. In the event that the position named above or any of the positions identified under this contract are unable to serve for any reason, the City shall appoint a successor.

SECTION 23. Modifications

The Borough and the City may, from time to time, modify the scope and content of this Agreement. Agreements to modify must be in writing, executed by both parties.

SECTION 24. Complete Agreement

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 contract shall supersede all previous communications, representations, or agreements either oral or written, between the parties.

SECTION 25. 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 purposes only.

If any provision of this agreement is determined to be void or invalid, the remaining provisions of the agreement shall be in full force and effect.

SECTION 26. Mutual Understanding

The Borough and the City acknowledge that both have read and understand the terms of this agreement, have had the opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will.

The covenants and conditions contained herein shall be the whole and complete agreement between the parties and shall apply to and bind the parties, their successors and assigns.

SECTION 27. Venue

The venue of any dispute that arises and results in the filing of a claim shall be the Third Judicial District, Palmer, Alaska.

IN WITNESS WHEREOF, the parties have executed this agreement at Palmer, Alaska, on this _____ day of _____, 2015

MATANUSKA -SUSITNA BOROUGH

CITY OF PALMER

John Moosey, Borough Manager

Nathan Wallace, City Manger

**City of Palmer
Action Memorandum No. 16-036**

Subject: Authorize the City Manager to Negotiate and Execute a One Year Contract for Rescue Services with the Matanuska-Susitna Borough

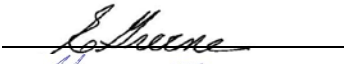

Agenda of: May 24, 2016

Council Action: _____




Originator Information:

Originator: John McNutt, Fire Chief
Date: April 29, 2016 **Requested agenda date:** May 24, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
	Community Development		
√	Finance		05/03/2016
√	Fire Department		
	Police Department		
	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: \$ 50,000 (25,000 in 2016 and 25,000 in 2017)

This legislation (√):

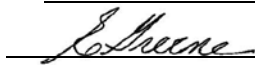
- Has no fiscal impact Creates a positive impact in the amount of: \$ 50,000
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): 01-00-00-3428 Rescue Svcs Contract
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Contract

Summary statement: Since the founding of Palmer Fire & Rescue, Palmer firefighters have been responding to motor vehicle accidents within the City of Palmer. In the late 1960s and early 1970s, when the relationship was established with the Greater Palmer Fire Service Area (GPFSA), Palmer firefighters began responding to rescue calls throughout the GPFSA and other rescue response areas inside the Matanuska Susitna Borough. In 1980, Palmer Fire realized that specialized tools were needed to extricate entrapped victims from vehicle accident scenes. After several years, the City was able to purchase a vehicle dedicated to rescue and vehicle extrication duties. In the 1980s, training for rescue technicians was standardized, and since then Palmer rescue responders must undergo rigorous, ongoing training to meet certification requirements.

Administration recommendation: Authorize Action Memorandum 16-036.

AGREEMENT FOR RESCUE SERVICES

By and Between the
Matanuska-Susitna Borough
and the
City of Palmer

A. Purposes:

This agreement establishes the policies and procedures whereby the City of Palmer provides primary Rescue Services to the City of Palmer and the Greater Palmer Consolidated Fire Service Area, and mutual/automatic aid Rescue Services to other Matanuska-Susitna Borough emergency services jurisdictions when requested.

B. Definitions:

For the purposes of this document, “rescue service” means:

- Responding to on road vehicular accidents as dispatched with an appropriate number of responders and performing all tasks associated with a vehicular rescue including, but not limited to:
 - Establishing a safety zone to include blocking traffic if necessary;
 - Assessing the situation to plan for the safest possible environment for the responders, the patients and bystanders;
 - Stabilization of the vehicle(s) including securing batteries, airbags and insuring a stable platform;
 - Using appropriate tools to provide the safest and most efficient manner of extrication including all hand tools, saws, scene lighting devices and heavy hydraulics;
 - Assisting the ambulance responders in appropriately packaging and removing any and all patients;
 - Insuring all extrication equipment is recovered; and
 - Preparing all rescue apparatus as quickly as possible to be ready to respond to another call.
 - Landing Zones- at non-approved FAA landing sites

- Responding to off road incidents as dispatched with an appropriate number of responders and performing all tasks associated with an off road rescue including, but not limited to:
 - Insuring all responders have appropriate personal protective equipment as necessary for the environment;
 - Assessing the situation to plan for the safest possible environment for the responders, the patient and bystanders;
 - Utilizing an appropriate number of responders, snow machines, and/or ATVs as necessary to perform a safe and efficient off road recovery of the patient(s);
 - Assisting the ambulance responders and/or flight medics in appropriately packaging and removing any and all patients;
 - Insuring all equipment is recovered; and
 - Preparing all apparatus as quickly as possible to be ready to respond to another call.
- Responding as dispatched with the Matanuska-Susitna Borough Water Rescue Team to assist with any water duties as requested.
- Responding as dispatched with an ambulance service to provide assistance with medical care or lifting assistance as necessary.

C. Authority:

This intergovernmental agreement for providing services and mutual/automatic aid emergency services between the Matanuska-Susitna Borough and the City of Palmer is authorized pursuant to Alaska Constitution, Article 10 § 13, A.S. 29.35.010(13), and A.S. 18.70.150.

D. Insurance:

1. The City of Palmer agrees to maintain commercial general liability and auto liability limits as shown below:

Commercial General Liability
 \$2,000,000 Each Occurrence
 \$2,000,000 General Aggregate

Auto Liability
 \$2,000,000 Combined Single Limit Bodily Injury & Property Damage
 Any one Accident

2. The City of Palmer agrees to Maintain Worker's Compensation Insurance, which shall be statutory as required by the State of Alaska. Employer's liability shall maintain limits no less than:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

E. Jurisdiction; Choice of Law, Severability:

Any civil action arising from this agreement shall be brought in the superior court for the third judicial district of the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

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

F. General:

The Director of the Matanuska-Susitna Borough Department of Emergency Services is designated as information coordinator for all parties to this Agreement. This includes, but is not limited to, compiling, updating and informing all representatives of participating agencies of changes in operations and equipment that will affect support rendered or requested.

1. This contract shall only be amended, modified or changed by a writing executed by authorized representatives of the parties
2. For the purpose of any amendment, modification, or changes to the terms and conditions of this contract, the only authorized representatives of the parties are:
 - a. Matanuska-Susitna Borough, Borough Manager
 - b. City of Palmer, City Manager
3. Any attempt to amend, modify or change this contract by either an unauthorized representative or unauthorized means shall be void.

G. Terms of Agreement:

1. It is agreed that the participants will assist each other with emergency rescue response, when requested.
2. No additional manpower and resources are required to perform the support provided for in this Agreement. Resources are limited to equipment and manpower available at the time to the mutual/automatic aid provider responding to the incident.

3. In the event of mobilization, support under the terms of this Agreement will be provided on the basis of availability at the sole discretion of the mutual aid provider and will continue as long as the mutual aid provider is able to provide assistance.

H. Responsibilities:

1. The protection area of this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Greater Palmer Consolidated Fire Service Area for primary response. For mutual aid response, this agreement shall include all lands, public and private, situated within the City of Palmer and the boundaries of the Matanuska-Susitna Borough.
2. In recognition of the urgent necessity for immediate and swift response in the event of emergency incidents requiring rescue services, and in order to protect human life and to assure minimum damage to and destruction of property, the City of Palmer agrees to provide primary response, and render assistance to the Greater Palmer Consolidated Fire Service Area and mutual aid response within the Matanuska-Susitna Borough, within operational capability using resources available at that time, when assistance is requested.
3. The City of Palmer Dispatch Center or Mat-Su Borough Director of Emergency Services (or designee) may request rescue unit response from the City of Palmer. The dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - a. The responding department shall report to the Incident Commander or Officer in Charge of the incident and shall be subject to the direction of that Incident Commander or Officer in Charge.
 - b. In the event of a major incident in the Greater Palmer Consolidated FSA or in a mutual/automatic aid response in the Matanuska-Susitna Borough, a unified command will be established between the Incident Commander or Officer in Charge of the City of Palmer and the Matanuska-Susitna Borough Department of Emergency Services Director or designee.
 - c. Mutual/automatic aid resources shall be released as soon as their services are no longer required. Mutual/automatic aid resources may have to be released from the incident scene, if an emergency occurs within the City of Palmer and/or the Greater Palmer Consolidated FSA primary response area.
4. In no event shall the rescue service of one of the mutual/automatic aid providers to this agreement aid a jurisdiction of another mutual/automatic aid provider if, by so doing, the area of the mutual aid provider responding to the aid of another would be placed in jeopardy. The decision shall be made at the

sole discretion of the Palmer Fire Chief, or Mat-Su Borough Director of Emergency Services.

I. Waiver, Non-Waiver:

1. Each party waives all claims against every other mutual aid provider for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this agreement.
2. The failure of the Borough or City of Palmer at any time to enforce a provision of this agreement shall in no way constitute a waiver of provisions, nor in any way affect the validity of this agreement, or any part thereof, or the right of the Borough or City of Palmer to thereafter to enforce each and every protection thereof.

J. Interest, Non-Benefit:

1. No member of or delegate to 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 agreement. No member of the legislature or officer of the state of Alaska or the Borough shall be admitted to any share or part hereof, or to any benefit to arise from this agreement.
2. No officer, member, or employee of the Borough or City of Palmer and no member of their governing bodies, and no other public official of the governing bodies shall participate in any decision relating to this agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly, interested in having any personal or pecuniary interest, direct or indirect, in this agreement.

K. Nondiscrimination:

In performing its duties under this agreement, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex or marital status, physical handicap, status as a disabled veteran.

L. Review, Negotiation or Amendment, Modification:

1. This agreement will be reviewed annually by both parties no later than March 1.
2. The Borough and the City of Palmer, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this agreement. Requests to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Such written request will be submitted to the Matanuska-Susitna Borough Department of Emergency Services Director or the City of Palmer Fire Chief.

3. Unless otherwise amended or terminated, this agreement will remain in effect for one (1) year beginning July 1, 2015 with one (1) optional one (1) year extension by addendum. Upon approval by both parties, the amendment(s) or modification(s) will be attached to and become part of this document.

M. 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.

N. Contract Pricing:

The Matanuska-Susitna Borough will pay the City of Palmer \$50,000 (fifty thousand dollars) per year to provide rescue services as per this agreement.

O. Termination for Convenience:

The Matanuska-Susitna Borough or the City of Palmer may terminate this agreement at any time by giving written notice to the other party(s) of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days' notice of such termination. In that event, all equipment, vehicles, supplies, reports, or other materials shall be returned to their respective owners.

P. Interpretation and Enforcement:

The City of Palmer and the Matanuska-Susitna Borough following negotiations between them are executing this agreement. 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 purposed only.

Q. Understanding:

The Matanuska-Susitna Borough and the City of Palmer acknowledge that they have read and understand the terms of this agreement, have had the opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will.

R. Implementation Clause:

This agreement is effective upon the approval by resolution by the City of Palmer Council and the Matanuska-Susitna Borough Assembly.

Matanuska-Susitna Borough

John Moosey, Borough Manager

Date

City of Palmer

Nathan Wallace, City Manager

Date