

City of Palmer Regular City Council Meeting

7 pm, Tuesday, August 23, 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 I. Alley, MMC
City Manager Nathan Wallace

City of Palmer, Alaska
Regular City Council Meeting
7 pm Tuesday, August 23, 2016
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. **Action Memorandum No. 16-057:** Authorizing the City Manager to Purchase Twelve Dell Laptops and Associated Docking Equipment in the Amount of \$27,282.47.47, and to Purchase the Items Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to the National Association of State Procurement Officers (NASPO) Contract PricingPage 9
 - b. **Action Memorandum No. 16-058:** Authorizing the City Manager to Negotiate and Enter into a Contract with Bering Marine Corporation for the Purchase and Delivery of 150 Tons of Road Salt in the Amount of \$23,707.50.....Page 17
 - c. **Resolution No. 16-021:** Confirming the Appointment of Election Officials for the City of Palmer Regular Election on Tuesday, October 4, 2016 (IM 16-034)Page 21
 - 2. Minutes of Previous Meetings
 - a. August 9, 2016, Regular Meeting.....Page 27
- E. Communication and Appearance Requests
- F. Reports
 - 1. City Manager's Report.....Page 35
 - 2. City Clerk's Report
 - 3. Mayor's Report
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearings
 - 1. **Resolution No. 16-022:** A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Appropriate Funding in the Amount of \$50,000 from Three Grants as a Pass-Through for Grow Palmer (IM 16-035).....Page 41

- I. Action Memoranda
 - 1. **Action Memorandum No. 16-054:** Extending the Contract for Audit Services with BDO USA, LLC for The Second Additional Year as Specified in the Request for Proposals (RFP) for Audit Services and Original Contract Approved by the Palmer City Council on September 24, 2013Page 83
 - 2. **Action Memorandum No. 16-061:** Authorizing the City Manager to Negotiate and Execute a Six Month Contract Amendment for Dispatch Services with the Matanuska Susitna Borough in the Amount of \$450,000.00Page 115
 - 3. **Action Memorandum No. 16-055:** Discussing the Residency Requirement of the City Clerk Position.....Page 127

- J. Unfinished Business

- K. New Business
 - 1. Committee of the Whole: Discussion on the 2017 Budget Planning Priorities

- 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
August 23	Regular	7 pm	
September 13	Regular	7 pm	
September 27	Special	6 pm	Audit
September 27	Regular	7 pm	
October 10	Special	6 pm	Election Certification
October 11	Regular	7 pm	
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	2017 Budget
November 8	Regular	7 pm	
November 22	Special	6 pm	2017 Budget
November 22	Regular	7 pm	
November 29	Special	6 pm	2017 Budget
December 6	Special	6 pm	2017 Budget
December 13	Regular	7 pm	
December 27	Regular	7 pm	

consent agenda



**City of Palmer
Action Memorandum No. 16-057**

Subject: Authorizing the City Manager to Purchase Twelve Dell Laptops and Associated Docking Equipment in the Amount of \$27,282.47.47, and to Purchase the Items Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, by Attaching to the National Association of State Procurement Officers (NASPO) Contract Pricing

Agenda of: August 23, 2016

Council Action: _____

Originator Information:

Originator: Chief of Police
Date: July 26, 2016 **Requested agenda date:** August 23, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>E. Greene</i></u>	<u>8/8/16</u>
<u>X</u>	Police Department	<u><i>[Signature]</i></u>	<u>7-26-16</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: \$ 27,282.47.47

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ \$27,282.47

Funds are (√):

- Budgeted Line item(s): 01-12-10-6054 (Office Equipment)
 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. Greene*

Attachment(s):

- WSCA-NASPO Data Communications Products and Services Agreement (Example of a previous agreement where the City of Palmer purchased from NASPO)

Summary Statement:

In 2011 the Palmer Police Department began using Panasonic Toughbook laptop computers for routine operations. Those laptops were provided by the State of Alaska at no cost to this city. This was always intended to be a onetime event on the part of the State. Those laptops are now five years old and out of warranty. Panasonic will not extend the warranty any further. The officers who use the laptops are experiencing computer problems on an increasingly frequent basis. After consulting with IT, it was determined the current laptops need to be replaced.

The Palmer Police department reviewed several options for replacing the laptops. New Panasonic Toughbooks now cost approximately \$5,500.00 each and were deemed too expensive. The total cost to replace the current inventory would have been over \$65,000.00. Tablets were more attractive in terms of price but encountered significant compatibility issues with software required for citations and other court documents. A solution was found in Dell Rugged Use laptops, which satisfy the durability requirements for police use and are much more reasonably priced.

12 new Dell Rugged Use laptops can be purchased for \$20,070.12. Docking stations for patrol vehicles and the officers' desks are an additional \$7,212.35. The total cost of the new equipment is \$27,282.47. The purchase can be made with funds available in the current Police Department budget.

It is the police department's intent to replace the entire inventory of laptops at this time. The department will then begin purchasing new models at a rate of approximately two per year to ensure unserviceable machines are cycled out of inventory. This would most likely begin in 2018 and should avoid major spending to replace the entire inventory at once. As mentioned, new docking equipment will also be needed for patrol vehicles and office use. However, even with those expenses, costs would be less than half than if new Panasonic models were selected.

The Administration proposes to purchase the new laptops using National Association of State Purchasing Officers (NASPO) contract pricing. NASPO, formerly the Western States Contracting Alliance (WSCA) was formed in October 1993 by the state purchasing directors from fifteen western states. The purpose of creating NASPO was to establish the means by which participating states could join together in cooperative multi-state contracting. This joint participation eliminates the need to go out for bid for procurement of many purchases, including laptop computers for police use. This procurement method is authorized under PMC 3.21.230 *Governmental and proprietary procurements*. The Administration proposes to purchase these laptops and docking equipment using NASPO contract prices through Dell directly. The purchase will total \$27,282.47.

3.21.230 Governmental and proprietary procurements.

- A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:
 - 1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.

2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
 3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.
- B. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.
- C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied. (Ord. 644 § 4, 2004)

Administration Recommendation: Authorize Action Memorandum 16-057.

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")**

**MASTER AGREEMENT
Dell Marketing, L.P.
Master Agreement No: AR602
(hereinafter "Contractor")**

And

**The State of Alaska
(hereinafter "Participating State")
2014-DATACOM-0005
Dell Contract Code WNN22AGS**

Page 1 of 4

1. Scope: This Addendum covers the Data Communications Products and Services 14-19 contracts led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Unless otherwise specified, all state agencies, political subdivisions, including public education entities, and other entities (including cooperatives) in the State of Alaska are eligible to procure under this Participating Addendum.

3. Participating State Modifications or Additions to Master Agreement:

3.1 Workers' Compensation Insurance: The Reseller(s)/Agent(s) shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Certificate of Insurance must be furnished by Contractor to the DGS Contracting Officer within 30 calendar days of execution of this PA and must provide for a notice of cancellation, non-renewal, of material change of conditions in accordance with policy provisions. The certificate must list the State as a certified holder and as an additional insured.

3.2 Required Reports: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manager this contract. This report must show all purchases made under this contract in the state of Alaska and list it by the total purchases made by each entity. The State will work with the Contractor to develop this report. These reports are due 30 days after the end of the quarter.

First Quarter	July 1 through September 30
Second Quarter	October 1 through December 31
Third Quarter	January 1 through March 31
Fourth Quarter	April 1 through June 30

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Page 2 of 4

4. Lease Agreements:

Entities entitled to purchase under this Participating Addendum that have authority to enter into lease agreements may do so to obtain hardware, software and services under the Master Agreement.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor
Master Agreement Contact**

Name	Ashleigh D. Lane
Address	One Dell Way, Mail Stop 8707, Round Rock, Texas 78682
Telephone	512-723-1033
Fax	512-283-9092
E-mail	ashleigh.lane@dell.com

**Contractor
Participating Addendum Contact**

Name	Amy Ivy
Address	One Dell Way, Mail Stop 8707, Round Rock, Texas 78682
Telephone	512-723-6201
Fax	512-283-9092
E-mail	Amy_Ivy@Dell.com

Participating Entity

Name	Matthew L. Pegues
Address	PO Box 110210, Juneau AK. 99811-0210
Telephone	907-465-5681
Fax	
E-mail	matthew.pegues@alaska.gov

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")**

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2014-DATACOM-0005**

Page 3 of 4

6. **Subcontractors:** All Dell authorized Resellers and Agents in the state of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Dell shall make all determinations about which entities in the state of Alaska that the Dell authorized Reseller and Agents may support. The Dell authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

a. Dell authorized Resellers

1. Dell authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

b. Dell authorized Agents

1. Dell authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
2. Dell authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

Except as otherwise set forth in Dell's confidential internal qualifying criteria for Resellers and Agents, Contractor will not, directly or indirectly, restrict any Dell authorized Agent's or Reseller's participation or ability to quote pricing for a Customer. The authorized Agent's and Reseller's will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Agent's and Reseller's may offer any additional incremental discounts to Participating State, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Agent's or Reseller's to the Participating State.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: 2014-DATACOM-0005 and the Master Agreement number AR602 on the order.

7. **Orders:** Any Order placed by an entity ordering under this Participating Addendum for a

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
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**MASTER AGREEMENT
Dell Marketing, L.P.
Master Agreement No: AR602
(hereinafter "Contractor")**

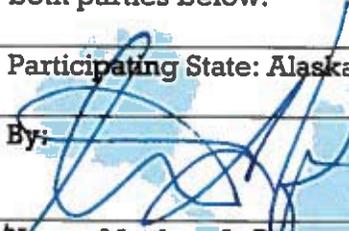
And

**The State of Alaska
(hereinafter "Participating State")
2014-DATACOM-0005**

Page 4 of 4

hardware, software and/or services the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Alaska	Contractor:
By: 	By: Diane Wigington
Name: Matthew L. Pegues	Name: Wigington <small>Digitally signed by Diane Wigington DN: cn=Diane Wigington, o=Public, ou=GPCC, email=Diane.Wigington@Dell.com, c=US Date: 2014.05.28 09:53:17 -05'00'</small>
Title: Contracting Officer	Title: Public Contracts Manager
Date: 5/27/14	Date: 05/28/2014

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]

**City of Palmer
Action Memorandum No. 16-058**

Subject: Authorizing the City Manager to Negotiate and Enter into a Contract with Bering Marine Corporation for the Purchase and Delivery of 150 Tons of Road Salt in the Amount of \$23,707.50.

Agenda of: August 23, 2016

Council Action: _____

Originator Information:

Originator: Public Works Director
Date: 7/26/2016 **Requested agenda date:** 8/23/2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
x	Finance		8/3/16
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
x	Public Works		08/02/16

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 23,707.50

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ 23,707.50

Funds are (√):

- Budgeted Line item(s): 01-17-40-6066 Road Salt and Sand
 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):

- State of Alaska Contract Award 2513H031

Summary statement: This Action Memorandum 16-058 authorizes the City's annual purchase of salt that is mixed with sand for winter street maintenance and ice control. This purchase will utilize the governmental procurement provision of City code (PMC 3.21.230). This allows the City, without the use of the competitive bidding procedure, to use another governmental bid process through bid extension.

In this case, the State of Alaska solicited bids for the supply of Type 1 sodium chloride in bulk. Bering Marine Corporation was awarded the contract. Under that contract, the City will purchase 150 tons of road salt at a per ton cost of \$158.05 delivered to Palmer, for a total cost of \$23,707.50.

Administration recommendation: Authorize Action Memorandum 16-058.

AGENCY CONTRACT AWARD	STATE OF ALASKA Department of Transportation & Public Facilities Statewide Contracting & Procurement (3132 Channel Drive, Suite 310) P.O. Box 112500 Juneau, Alaska 99811-2500		CONTRACT AWARD NUMBER 2513H031
	ORDERING DEPARTMENT: Department of Transportation & Public Facilities Statewide Contracting & Procurement P.O. Box 112500 Juneau, Alaska 99811-2500	COMMODITY CODE 19246	DATE OF CONTRACT February 19, 2013
CONTRACTOR: Bering Marine Corporation ADDRESS: 6441 South Airpark Place Anchorage, Alaska 99502 CONTACT NAME: Rick Gray TELEPHONE NUMBER: 907-249-0204 fax: 907-245-1744 EMAIL: rickg@bvanden.com	NUMBER & PERIOD OF RENEWAL OPTIONS Four (4) One-Year	PR. NO / DATE ASSIGNED N/A	
	DATE INITIAL CONTRACT BEGINS February 19, 2013	DATE INITIAL CONTRACT ENDS February 28, 2014	
	GS VENDOR CODE:	ISSUED IN ACCORDANCE WITH BID #: 2513H031 DATED: Jan. 2, 2013	
	PRICE ADJ. REQ. PRIOR TO EACH:	PRICE ADJ. BASE INDEX POINTS & MO/YR:	
	REVIEW DATE:	RENEWALS EXPIRE (MO/YR):	
	ESTIMATED VALUE OF INITIAL TERM: \$3,500,000.00 REBID: 01/10		
SEND INVOICE IN DUPLICATE TO: <input type="checkbox"/> Ordering Department OR <input checked="" type="checkbox"/> As Specified in Description			
NOTE: This order constitutes a binding commitment between the State and the contractor listed hereon. Unauthorized modification without the expressed prior approval of the contracting authority will result in a financial obligation on the contractor and/or unauthorized State personnel making the change.			
DESCRIPTION			
Mandatory contract for the as-needed purchase of Sodium Chloride, Type 1 in bulk form for delivery to various locations within Alaska for the Department of Transportation & Public Facilities. All terms and conditions of ITB #2513H031 apply. CONTRACT TERMS: February 19, 2013 through February 28, 2014 with four (4) one-year renewal options. ORDERS: Individual Purchase Orders will be issued by the Regional Procurement Offices on an as-needed basis with no guaranteed maximum quantities. Minimum orders will be 30 tons. PRICES: Prior to September 30, 2013, the price per ton for all locations noted in the Price List is <u>\$144.25</u> At any time during the contract period, new F.O.B. Points may be added. The price per ton for a new destination shall be the same as the nearest priced delivery destination with the State reimbursing the additional freight costs. Orders placed <u>after September 30, 2013</u> shall be at the following rate (plus freight to final destination):			
CDDP	Price	Deliver	
Anchorage	\$271.63/ton	30 days ARO	
Fairbanks	\$338.25/ton	30 days ARO	
Valdez	\$328/ton	30 days ARO	
Seattle	\$200/ton	30 days ARO	
INVOICES: Send invoices to the address on the ordering agency's Purchase Order. Additional shipping costs for new delivery destinations shall be invoiced as a separate line item with the actual receipts attached.			
CONTRACTING AUTHORITY NAME Becky Gattung	TITLE Procurement Specialist IV	SIGNATURE <i>Becky Gattung</i>	
TELEPHONE NUMBER: (907) 465-8949	PAGE 1 OF 1		
IMPORTANT: 1. Contact award number and ordering department location appear on all invoices and documents relating to this order. 2. This form is prepared for use by the contracting authority and is not to be used for the exclusive use of the State and not for resale.			
DISTRIBUTION: ORIGINAL TO CONTRACTOR ONE COPY TO REGIONAL OFFICE(S) ONE COPY TO RECEIVING DEPARTMENT SUPPLY SECTION			

21-02-603 (Rev. 4/98)

City of Palmer
Information Memorandum No. 16-034
Resolution No. 16-021

Subject: Resolution No. 16-021: Confirming the Appointment of Election Officials for the City of Palmer Regular Election on Tuesday, October 4, 2016

Agenda of: August 23, 2016

Council Action: _____

Originator Information:

Originator: City Clerk
Date: August 3, 2016 **Requested agenda date:** August 23, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
	Community Development	_____	_____
X	Finance		8/4/16
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 1,500 approximate

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ 1,500 approximate

Funds are (√):

- Budgeted Line item(s): 01-02-10-6099
 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. 16-021

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

Resolution No. 16-021 lists the individuals selected to serve as election officials for the October 4, 2016, election.

Administration Recommendation: Adopt Resolution No. 16-021.

Introduced by: City Clerk Alley
Date: August 23, 2016
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 16-021

A Resolution of the Palmer City Council Confirming the Appointment of Election Officials for the City of Palmer Regular Election on Tuesday, October 4, 2016

WHEREAS, in accordance with section 18.22.020 of the Palmer Municipal Code, the following persons have been deemed qualified and have agreed to serve as Election Officials for the City of Palmer Regular Election on Tuesday, October 4, 2016:

Election Officials:

Precinct 11-070 Mat-Su Borough Building	Precinct 11-075 Palmer Senior Center	Canvass Board
Geraldine Keeling (Chair)	Linda Berget (Chair)	Cynthia Medbery
Cynthia Medbery	Alfred Calabro	Jack Zerbel
Cynthia Richmond	Sharon Gartrell	Alice Williams
Meredith "Jo" Weller	Barbara Pulkrabek	
Sandra "Sandi" Woolsey	Karen Rudolph	

NOW, THEREFORE BE IT RESOLVED that the Palmer City Council confirms the appointment of these individuals as Election Officials for the October 4, 2016, City of Palmer Regular Election.

Passed and approved by the City Council of the City of Palmer, Alaska, this 23rd day of August, 2016.

DeLena Johnson, Mayor

Norma I. Alley, MMC, City Clerk

minutes



A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on August 9, 2016, at 7 pm in the council chambers, Palmer, Alaska.

Mayor Johnson called the meeting to order at 7:01 pm.

B. ROLL CALL

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

Richard Best	Edna DeVries
Steve Carrington	DeLena Johnson
Linda Combs	Peter LaFrance

Deputy Mayor Hanson was absent and excused.

Also in attendance were the following:

Nathan Wallace, City Manager	Bernadette Packa, Deputy City Clerk
Norma Alley, 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
2. Minutes of Previous Meetings
 - a. July 26, 2016, Regular Meeting

Main Motion: To approve agenda and minutes

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

E. COMMUNICATION AND APPEARANCE REQUESTS

Item 1 – Maggie Aube-Tramwell, Park, Recreation & Cultural Resources Advisory Board Chair:

- Highlighted her written report provided at the table; and
- Fielded questions from the Council.

F. REPORTS

Item 1 – City Manager’s Report

City Manager Nathan Wallace:

- Highlighted his written report and the August Construction Projects report;
- Pointed out there was no update on RFP evaluation process for Dispatch Services;
- Addressed the need to develop a notification process for unanticipated short term (Less than 4 hours) water outages;
- Provided an update on the Celebrate Palmer with the Miners event;
- Commented on meeting with the Department of Transportation (DOT) to address landscaping and maintenance agreements for the Glenn Highway upgrade;
- Reported the Grow Palmer Grants would be on the next meeting agenda;
- Shared progress on compression brake signage; and
- Fielded questions from the Council.

Item 2 – City Clerk’s Report

City Clerk Norma Alley:

- Highlighted her written report presented on the table; and
- Fielded questions from the Council.

Item 3 – Mayor’s Report

Mayor Johnson:

- Commented on her attendance of the Wellness Summit on the Opioid epidemic;
- Stated the Grow Palmer conference was great; and
- Commented on an upcoming meeting with a group interested in putting an Extended Care Facility in each community.

Item 4 – City Attorney’s Report

Michael Gatti:

- Commended the Clerk for her efforts in acquiring the Certificate of Service Mark Registration for Alaska At Its Best!; and
- Introduced Attorney Bonnie “Betsy” Bull.

G. AUDIENCE PARTICIPATION

Terry Snyder:

- Spoke in favor of term limits; and
- Emphasized a need for balance between fresh eyes and a historical perspective.

H. PUBLIC HEARINGS

Item 1 – Resolution No. 16-020: Submitting the Question of Amending Charter Section 3.2, Terms of Office to Limit Mayor and Councilmember Terms to Three Three-Year Terms, to the City’s Qualified Voters at the October 4, 2016, City of Palmer Election (IM 16-033) (2nd Public Hearing)

Mayor Johnson opened the public hearing.

Written testimony read into the record by the City Clerk included Joe Lawton opposed to and Julie & Tony Berberich, Sabrena Combs, Scott Faber, Sally Hitchcock, Bruce Jordan, Kathryn Jordan, Jan Newman, Robyn Schroeder, Rebecca Turner, and Jill Valerius in favor of Resolution No. 16-020.

Dave Fuller:

- Believed the decision for term limits should be left to the vote of the people.

Maggie Aube-Tramwell:

- Spoke in favor of allowing the question to be voted on by the public.

Mayor Johnson closed the public hearing. Discussion by the Council ensued.

Main Motion: To approve Resolution No. 16-020 as amended

Moved by:	DeVries
Seconded by:	LaFrance
Action:	Motion failed for lack of a majority.
In favor:	Carrington, Johnson, LaFrance
Opposed:	Best, Combs, DeVries

Item 2 – Resolution No. 16-018: Authorizing the City of Palmer to Issue Utility Revenue Bonds in the Principal Amount Not to Exceed \$5,000,000 to Finance Water and Wastewater Utility and Related Capital Improvements, and to Submit the Question of the Issuance of Such Bonds to the Qualified Voters of the City at the October 4, 2016, City Election (IM 16-031) (3rd Public Hearing)

Mayor Johnson opened the public hearing. Seeing no one came forward, the public hearing was closed.

Mayor Johnson asked for a staff report. City Manager Wallace reaffirmed the required principal amount of \$5,000,000.

Main Motion: To approve Resolution No. 16-018

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

I. ACTION MEMORANDA

Item 1 – Action Memorandum No. 16-059: Authorizing the City Manager to Amend the Professional Services Agreement with HDL Engineering Consultants in an Amount Not to Exceed \$64,145 for Design and Engineering Services for the Sherrod Area Water & Street Improvements Project Phase Four Additional Extension

Council Member DeVries requested an opinion from the attorney concerning her potential conflict of interest as her home was on the street being improved. It was determined no conflict of interest existed.

Main Motion: To authorize Action Memorandum 16-059

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

Item 2 – Action Memorandum No. 16-060: Authorizing the City Manager to Negotiate and Execute Change Order No. 1 with Dirtworks, Inc. for the Sherrod Area Water & Street Improvement Project Phase 4, in an Amount Not to Exceed \$490,000

Main Motion: To authorize Action Memorandum 16-060

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

J. UNFINISHED BUSINESS

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

Parks, Recreation & Cultural Resources Advisory Board written report
City Clerks report
Written Public Testimony concerning Resolution 16-020
New Sherrod Phase 4 Project Map for construction on Bonanza Street

M. AUDIENCE PARTICIPATION

N. COUNCIL MEMBER COMMENTS

Council Member DeVries:

- Requested support for signs to be posted in the area along the railroad tracks requesting animal waste be cleaned up. Council Member Best offered support, as did Council Member LaFrance.

Council Member Combs:

- Highlighted information presented by the CEO of Matanuska Telephone Authority at the Board of Economic Development (BED) meeting; and
- Commented on the Mat-Su Colony Skilled Nursing Facility and urged the Council to consider supporting the project.

Council Member Best:

- Commented on attendance of Grow Palmer event and participation in a farm tour;

- Spoke to attendance of the conference on Opioid addiction sponsored by Senator Dan Sullivan; and
- Requested support to have the question of Clerk's residency requirement be brought back to the next meeting. Council Member Combs offered support.

Council Member LaFrance:

- Reminded everyone of the Hatcher Pass Epic taking place on Saturday; and
- Shared he will be conducting an informal bike audit as part of the Local Foods / Local Places initiative.

Council Member Carrington:

- Inquired whether the written testimony would be placed on the City website.

Mayor Johnson:

- Commented on the potential need for an additional dog park for the City; and
- Suggested the City be part of community discussions with organizations dependent upon state funding in order to determine the impact of a tighter state budget on the community as a whole.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:52 pm.

Approved this 23rd day of August, 2016.

Norma I. Alley, MMC, City Clerk

DeLena Johnson, Mayor

reports





Staff Update and analysis (July 2016):

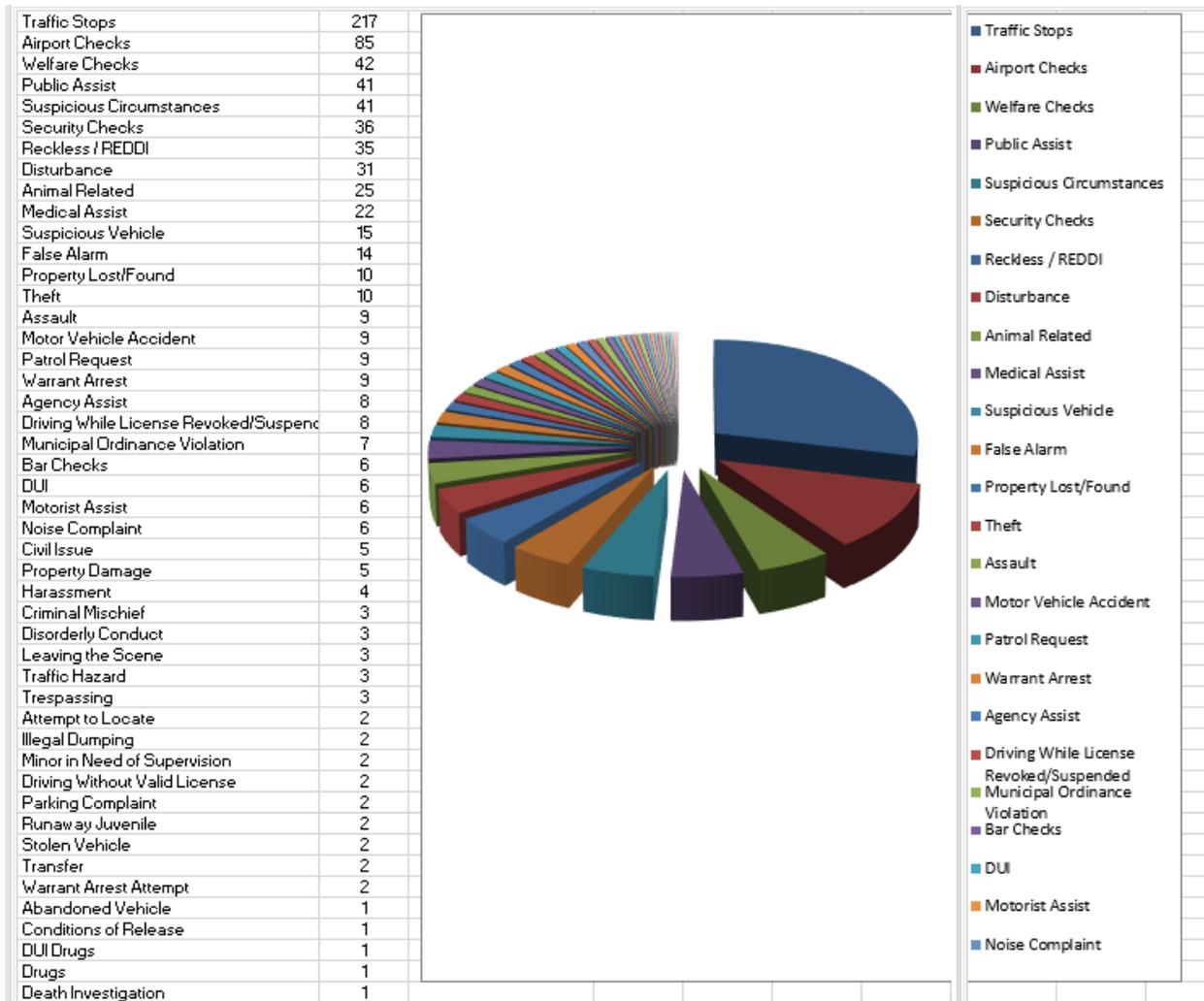
Police Department:

Total calls: 759 up from 742 in June

Call breakdown - 37%(June - 33%) traffic/vehicle related, 24%(June - 24%) checks (welfare/property), 26%(June - 31%) citizen assistance, 13% (June - 12%) other.

Patrol Calls

July 2016





Fire Department:

Calls: calls 34(53- June) in July 2016, down by 5.5%from last month, down by 52% from last year.
 Fire: 3(11-June), Recue: 9(16- June), Hazard: 4 (4- June), Good intents: 8(13- June), False alarm: 5(0- June)

Community Development:

Library:

Patrons:	June	July
Total Registered Patrons	12,257	12,344
Total Mat-Su Borough Resident Patrons	9,445	9,445
Total City of Palmer Resident Patrons	2,812	2,812
New Library Users	160	87

Usage:	June	July
Patron Visits/Count	11,015	9,621
Reference Questions	1,543	1,064
Library Computer Sessions	2,178	1,534
WIFI Sessions	1,159	1,095
Circulation (PPL items)	14,513	12,607
Magazine circulation	802	439
Take Home Paperbacks	286	205

Programs:	June		July	
Children’s Programs	28 Events	1,025 Participants	17 Events	946 Participants
Class Visits	8 Events	127 Participants	1 Event	14 Participants
Young Adult Programs	3 Events	35 Participants	3 Events	39 Participants
Adult Programs	4 Events	17 Participants	2 Events	8 Participants
Total Library Programs	43 Events	1,204 Participants	23 Events	1,007 Participants
<u>Community Events</u>	<u>10 Events</u>	<u>302 Participants</u>	<u>10 Events</u>	<u>446 Participants</u>
Total Events	59 Events	1,506 Participants	33 Events	1,453 Participants

Building and Compliance:

Compliance Letters dispatched: 1 (4- June) (unsightly premise), 1 (1-clean up follow up), and 0(4- June) (permit follow ups).

Permits: Sign permits are about on par compared to last few years, building permits are closer to previous years than earlier this year. Dollar amount continues to be up.



Building Department Report
JULY 2016

PermitType	Count	Total Valuation	Fees Collected
Building Permit	10	\$1,246,116.00	\$9,468.50
Sign Permit	8	\$700.00	\$122.00
Totals	18	\$1,246,816.00	\$9,590.50

TYPE OF PERMITS:

Applicant	Valuation	Type Of Work:	Permit Fee
BOLSHIO MISHA, INC.	\$500.00	Storage Shed	\$0.00
JOHNSON, JEFF	\$2,500.00	COM Alteration	\$92.50
JOHNSON, JEFF	\$50,000.00	COM Alteration	\$716.75
WICK, SCOTT	\$8,000.00	Storage Shed	\$170.50
DUBROVA, ATLI	\$200.00	Sign	\$73.00
MURKOWSKI, LISA	\$0.00	Temporary Sign	\$0.00
ENDLE, BRIAN	\$0.00	Temporary Sign	\$0.00
VERRALL, BERT	\$0.00	Temporary Sign	\$0.00
BAILEY, KIP & JANE	\$41,952.00	RES Addition	\$626.75
MAT-SU BOROUGH SCHOOL DIST	\$12,000.00	COM Alteration	\$232.75
DEVRIES, EDNA	\$0.00	Temporary Sign	\$0.00
HUGHES, SHELLEY	\$0.00	Temporary Sign	\$0.00
COLVER, JIM	\$0.00	Temporary Sign	\$0.00
BROOKS PROPERTIES LLC	\$977,000.00	COM New	\$6,121.25
CROCKER, TAYLOR	\$1,000.00	Storage Shed	\$0.00
GUBSER, NATHAN & KARISSA	\$151,164.00	RES Single Family	\$1,431.00
BARRETT GODWIN, KELLY	\$2,000.00	COM Alteration	\$77.00
BARRETT GODWIN, KELLY	\$500.00	Sign	\$49.00



Report to Council
 City Manager Nathan Wallace
 August 10-22, 2016

TYPE OF PERMITS:

<i>Applicant</i>	<i>Valuation</i>	<i>Type Of Work:</i>	<i>Permit Fee</i>
-------------------------	-------------------------	-----------------------------	--------------------------

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees
2007	92	12	22	\$12,374,395.00	\$85,450.50
2008	56	21	18	\$2,400,074.00	\$26,091.00
2009	54	8	22	\$13,482,861.00	\$76,821.50
2010	62	22	10	\$18,309,195.00	\$94,183.50
2011	65	17	14	\$3,803,908.00	\$37,172.00
2012	60	21	7	\$17,204,592.00	\$102,859.25
2013	46	11	12	\$10,067,760.00	\$67,975.75
2014	58	24	8	\$12,471,715.00	\$82,617.00
2015	71	16	10	\$8,584,580.00	\$71,969.25
2016	56	27	12	\$31,333,851.00	\$158,832.75

Golf Course:

	June	July
Operational Days:	30	31
Number of Rounds:	2,737.00	2,743.00
Green Fees:	58,508.50	51,744.50
Car Rental:	21,911.00	26,489.00
Club Rental:	1,210.00	1,620.00
Driving Range:	6,717.00	5,446.00
Merchandise Sales:	28,261.00	28,611.43
Snack Bar:	13,724.25	18,265.50
Beer & Wine:	9,816.50	11,403.50

public hearings



City of Palmer
Information Memorandum No. 16-035
Resolution No. 16-022

Subject: Resolution No. 16-022: Palmer City Council Authorizing the City Manager to Accept and Appropriate Funding in the Amount of \$50,000 from Three Grants as a Pass-Through for Grow Palmer

Agenda of: August 23, 2016

Council Action: _____

Originator Information:

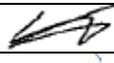
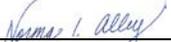
Originator: Nathan Wallace, City Manager

Date: _____ **Requested agenda date:** _____

Department Information \checkmark :

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		8/2/16
_____	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

This legislation (\checkmark):

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

Funds are (\checkmark):

- Budgeted Line item(s): 01-00-00-3686 Misc Revenue Grow Palmer
 Not budgeted Affected line item(s): 01-1-70-6686 Grow Palmer Grant Expenditures

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

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

Director of Finance Signature: 

Attachment(s):

- Resolution 16-022
- Grant Application and Grant Agreement from Mat-Su Health Foundation
- Grant Application and Grant Agreement from Rasmuson Foundation
- Grant Agreement from Mat-Su Trails and Parks Foundation

Summary statement: Grow Palmer is a community association made up of volunteers promoting the agricultural heritage of Palmer. Resolution 16-007 adopted on February 23, 2016 supported designation of the area along the railroad right-of-way north of the Depot as the new Grow Palmer garden area.

Jan Newman, director of this association, applied for grants through the Mat-Su Health Foundation in the amount of \$15,000, Rasmuson Foundation in the amount of \$25,000 and Mat-Su Trails and Parks Foundation in the amount of \$10,000 for a total amount of \$50,000. These grants were applied for the purpose of developing garden beds with tables and benches for the public garden area. Grow Palmer requested that the City of Palmer receive these funds on their behalf. Funds will be expended based on receipt of an invoice from a vendor/supplier upon verification/presentation by Grow Palmer. Funds not expended by year end will be returned to the granting agency per grant agreements and for auditing purposes.

Administration recommendation: Approve Resolution No. 16-022.

Introduced by: City Manager Wallace

Date: August 23, 2016

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

RESOLUTION NO. 16-022

A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Appropriate Funding in the Amount of \$50,000 from Three Grants as a Pass-Through for Grow Palmer

WHEREAS, Grow Palmer is a community association made up of volunteers; and

WHEREAS, Grow Palmer promotes the agricultural heritage of Palmer; and

WHEREAS, Grow Palmer enhances the spirit of Palmer; and

WHEREAS, the City of Palmer received grants as a pass-through for Grow Palmer;
and

NOW THEREFORE, BE IT RESOLVED, by the Palmer City Council to authorize the City Manager to accept and appropriate funding in the amount of \$50,000 as a pass-through for Grow Palmer.

Passed and approved by the City Council of the City of Palmer, Alaska this 23rd day of August, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk

Target Wellness Grant

Organization Information

Please note the turnaround time for Target Wellness Grants is **45-60 days from date of submission**. Please allow sufficient time for staff to review your request and process payments in advance of your event, program or need.

Organizational Information

Grant information can be saved at any time during the process prior to submitting your application. To return to the grant application, we have created a link from our web site that will let you log into your account with the email address and password your created. You will also receive an email with this link when you save the grant application. When you log in, remember that your email address and password are case specific. If you forget your password, you can have the password sent to you by clicking on the "forgot password" link.

Once you are logged into your account, you will see a list of all applications submitted under your email address. The list is divided by applications that are open and applications that have been submitted. To open an application that has not been submitted, click on the title of the application. The application is may have several pages. You can use the numbered page tabs or scale to the bottom of the page and click "next." Support letters and IRS certification letters must be uploaded on the last page.

Organization's Legal Name
City of Palmer

Tax ID
926000194

Mailing Address
231 W. Evergreen Avenue

Mailing Address City
Palmer

Mailing Address State
AK

Mailing Address Zip
99645

Phone

Fax

Please enter the ten digits without formatting
(9075551212)
9077611303

Please enter the ten
digits without formatting
(9075551212)
9077450930

Web site Address (if applicable)
www.cityofpalmer.org

Annual Budget
0

Contact Information

Primary Contact Information

Please provide contact information for the person submitting the grant application.

Prefix **First Name** **Middle Name**
Ms. **Jan** **K**

Last Name **Suffix**
Newman **<None>**

Title
Director

Office Phone **Office Fax**
9072325016

E-mail
growpalmer@gmail.com

Executive Director, CEO Contact Information (if no ED/CEO please provide the name and contact information for the Board Chairperson).

Prefix **First Name** **Middle Name**
Ms. **Jan** **K**

Last Name **Suffix**
Newman **<None>**

Title
Director

E-mail Address

growpalmer@gmail.com

Office Phone

9072325016

Office Fax

9077453900

Grant Application**Grant Application****Request Date**

02/20/2016

Focus Area

Using the drop down, please identify which of the focus areas best describes your need.

Healthy Minds

Healthy Foundations for Families

Healthy Aging

Other

Population Served

If you provide services to all, please select only that option.

Provide Services to All**Project Title**

Palmer's Edible Rail Trail

Request Amount

15,000

Project Term - Project may not exceed 12 months

(Example: 12)

6

Project Start Date

03/14/2016

Project End Date

09/10/2016

Implementation Timeline

Describe the implementation timeline for the proposed project.

The administrative work for the 2016 project is already underway. Plant stock will be ordered in early March. Construction will begin as soon as the ground is thawed and the weather permits - presumably in May. Installation of soil, amendments, compost etc will begin as soon as construction of the planting areas are complete, followed by the planting of the trees, seeds and seedlings - late May/early June. Ongoing weeding, fertilizing, composting, harvesting, etc will continue throughout the growing season culminating in the final harvest of all remaining produce in the beginning of September. At this final harvesting event, any remaining produce will be collected and subsequently donated to a local valley agency. Additionally, the Edible Harvest Map will be designed and printed in June for distribution throughout the summer. The Market Board will be

erected in June as well and will remain up until September.

Please indicate what the grant funds will be used for, i.e., the type of support.
Project Support

Please indicate the type of program these grant funds will be used for.
Education

Food and Beverages

Other

Physical Activity

Wellness Programs

Project Description

Please include an overall project description and how the project functions.

Grow Palmer promotes Palmer's rich heritage by providing free edible food to the community. Through the construction of edible parks, trails and garden beds volunteers plan, build, maintain and harvest edible foods throughout our downtown area. The community benefits from increased volunteer engagement, exposure for local producers and improved access to healthy food for all. Grow Palmer is linked to local farming and promotes economic support of local farms through it's Market Board which offers free weekly announcements of all locally produced food items.

This year we aim to build and plant raised planting areas along approximately 450 feet of Palmer's most heavily used downtown trail. The property is being provided by the City of Palmer. A growing network of volunteers has been established and more community members are following the program daily. We have a Facebook/website following of over 1300 people, and a mailing list of approximately 200. Additionally, we have appeared in the local newspapers, on the radio and television stations and have the full support of the downtown merchants' association. We have been asked to present to numerous non-profit groups including The Alaska Native Tribal Health Consortium Diabetes Program, the Valley Garden Club, UAF Cooperative Extension, and the Master Gardeners. Every year since our inception we have created a children's booth at the Mid-Summer Garden and Art Faire. Each of these events generates increased awareness throughout the community.

Last year we established a program (called Adopt-A-Plot) in which families, groups and individuals signed up in the spring to 'adopt' a particular garden bed or area to maintain throughout the season. These groups and individuals did a fantastic job of maintaining the gardens each week. The 2016 Edible Trail planting area will be maintained the same way. Additionally, several specialized teams will be organized to divide up the various aspects of the project: from collection and care of plants prior to planting, to garden bed construction and preparation, to advertising and signage, to networking and accounting.

The 2016 Edible Trail garden plan includes construction of raised planting beds in a variety of configurations ranging from individual large planters to clusters of

varying size and height planters. Costs are currently being evaluated with regards to building materials ie wood, sheet metal/wood, concrete. The concept design is being provided as an in-kind donation by the Sustainable Design Group (www.sustainabledesignllc.com); a small local design firm offering landscape architecture specializing in environmental planning, site development and sustainable design.

Statement of Need

Please provide a brief summary of the need for this project. It should describe the condition in the community that is unacceptable and should be remedied. Use local data when available.

Palmer is in the midst of profound transformation. While features from Palmer's history -- its agricultural character, small town feel, and sense of community - continue to define Palmer's identity, the town now faces a different future. These changes present challenges to the character of Palmer and opportunities to emerge as a new kind of community -- one that keeps the best of its historic character while embracing the need to grow and change.

In 2013 Grow Palmer initiated garden design throughout the walking district of Palmer. A previously vacant, high-visibility 3,000 ft² lot was converted in 2014 to an accessible public edible garden. Partnering with the Salvation Army, the garden quickly became the hub of our program, providing a gathering place for meetings, work parties, celebrations, etc. It has also become a vital part of our downtown, an oasis for family and group gatherings centered on locally grown food. Sadly, this property has been sold and this central hub of our community program will no longer be available. Although the Salvation Army has invited Grow Palmer to continue the partnership by moving with them to their new property, the new location does not further Grow Palmer's mission -- to provide publically accessible food to all. In an attempt to continue our efforts, a highly visible well traveled trail in the core downtown Palmer target area has been identified. This trail begins at our community center, The Depot, and continues north for about one half mile, terminating at the YAK (Youth of Alaska) Club. A resolution designating this trailside property as a Grow Palmer growing area was drafted and submitted to all three City of Palmer Boards: Planning and Zoning; Parks, Recreation and Cultural Resources Advisory Board; Board of Economic Development. The resolution was passed by all three Boards and will be presented to the City Council at the February 23, 2016 regular meeting. The city manager recommend we go ahead with securing funding for this project, hence we are confident that the designation will be approved.

The City of Palmer has endorsed Grow Palmer and provides minimal financial support; however, the City is unable to ensure a consistent revenue stream to continue the gardens. Local support of the Grow Palmer project has been strong.

Success has come through the vision of the Palmer Mayor, City Council, a citizen-based planning process, Mat-Su Health Foundation, Valley Garden Club, Salvation Army, Palmer Museum of History and Art, NeighborWorks Alaska, local farmers, business owners and an abundance of volunteers who have contributed time, land, money and effort.

Grow Palmer is committed to on-going success, building upon its plan to expand food production throughout the downtown target area and expanding public food into other neighborhoods in Palmer. Funding is needed to both recover our investment from the existing Salvation Army property; lumber, soil, compost, rain barrels, irrigation system, fencing, as well as to construct the first phase of development (approximately 450ft along the trail) of this new 2016 Edible Trail growing area.

Please indicate the geographical areas served. If all Mat-Su residents are potential benefactors indicate Mat-Su Borough et all.

Big Lake

Chickaloon

Glacier View

Houston

Knik Goose Bay

Meadow Lakes

Palmer

Sutton

Wasilla

Willow

**Estimated number of Mat Su Beneficiaries Total
6000**

**Estimated number of
beneficiaries total
6000**

Target Population

Describe the target beneficiary groups to be served, and the direct and indirect benefits that this target population will experience as a result of this project. Include how it will improve access for under-served populations.

Grow Palmer provides opportunities for people from every corner of the community to be physically active and socially engaged, improving the physical and mental health of its citizens. Gardening has been shown to improve healthy eating habits, promote physical activity and increase social connection. Pubic gardens improve the quality of life for all people who live, work, worship, learn, and play within their borders.

Good nutrition is vital to good health, disease prevention, and essential for healthy growth and development of children and adolescents. Not surprisingly,

several studies have shown that gardeners eat more fruits and vegetables than their peers. Studies of after-school gardening programs suggest that kids who garden are more likely to eat fruits and vegetables and are more adventurous about trying new foods, says Anne Palmer, who studies food environments as the program director of Eating for the Future, a program based at the Johns Hopkins School of Public Health Center for a Livable Future.

Evidence suggests that a diet of nutritious foods and a routine of increased physical activity could help reduce the incidence of heart disease, cancer, and diabetes--the leading causes of death and disability in the United States. Working in the garden has other rewards. In addition to being a source of fresh, healthy produce, gardening can ease stress, keep you limber, and improve your mood.

The effortless attention of gardening may help improve depression symptoms. In a study conducted in Norway, people who had been diagnosed with depression, persistent low mood, or "bipolar II disorder" spent six hours a week growing flowers and vegetables. After three months, half of the participants had experienced a measurable improvement in their depression symptoms and their mood continued to be better three months after the gardening program ended. Researchers suggest that the novelty of gardening may have been enough to jolt the participants out of their doldrums.

Digging, planting, weeding, and other repetitive tasks that require strength or stretching are excellent forms of low-impact exercise, especially for people who find more vigorous exercise a challenge, such as those who are older, have disabilities, or suffer from chronic pain. As a pleasurable and goal-oriented outdoor activity, gardening has another advantage over other forms of exercise: people are more likely to stick with it and do it often. It's not simply tedious exercise for exercise sake, it's exercise that has a context. It provides motivation to want to keep moving.

Some research suggests that the physical activity associated with gardening can help lower the risk of developing dementia. Two separate studies that followed people in their 60s and 70s for up to 16 years found, respectively, that those who gardened regularly had a 36% and 47% lower risk of dementia than non-gardeners, even when a range of other health factors were taken into account. These findings are hardly definitive, but they suggest that the combination of physical and mental activity involved in gardening may have a positive influence on the mind.

Community Support

Describe the support you have for your project from the community. Explain how you plan to partner or collaborate to maximize local community resources.

Grow Palmer has had an effective working relationship with the City of Palmer since it's inception. We work closely with; the City of Palmer Mayor, Manager and City Council, the City Gardener, the Department of Public Works and Ground Crew, The Parks, Recreation and Cultural Resources Advisory Board and the Board of Economic Development who collectively provide a model for dynamic growth. They provide everything from public land, to water, to sponsorship and technical assistance.

The Sustainable Design Group, a local design firm specializing in environmental planning, site development and sustainable design, developed the plan for the existing Edible Park and is currently developing a concept design for our 2016 Edible Trail project. The Palmer Museum of History and Art and the Palmer Visitors Center provide assistance with printing costs and distribution of our Edible Harvest map which is distributed by the Palmer Visitors Center, along with supportive local merchants. This map directs residents and visitors alike to circumnavigate our unique retail district while sampling the local bounty. The Grow Palmer/NeighborWorks Alaska partnership resulted in a community mural painting event, the construction of portable planters for Palmer's summer farmers market (Friday Fling) and built continuing relationships within our neighborhood.

We have the support of the Alaska Food Policy Council, APU Kellogg Campus and Spring Creek Farm Center of Study for Sustainability, Seed The Future, Palmer Soil and Water Conservation District, Mat-Su Master Gardeners, Valley Garden Club and the Good Earth Garden School.

We have fostered ongoing relationships with political and neighborhood leaders, city officials, planners, farmers, health professionals, school officials and advocates, and several local business owners who provide monetary and in-kind donations and/or reduced prices on soil, site work, staging areas, equipment, signage, printing, marketing, etc.

Sources of Revenue

Please list current revenue sources, participant fees, grants, donors, etc.

A growing network of volunteers has been established and more community members are following the program daily. We have a Facebook following of over 1300 people and a mailing list of over 200. Grow Palmer has a 3-year success story that is, quite literally, a grass-roots project. In 2014 Grow Palmer raised over \$20,300 from grants and donations, logged 1,900 volunteer hours and received \$5,603.77 in-kind donations. We are currently applying for several local

small grant programs. We have recently been awarded \$1000 from the Mat-Su Master Gardeners and are applying for \$1000 assistance from the Valley Garden Club. Also being submitted is an application for a \$10,000 grant from Mat-Su Trails and Parks Foundation, \$20,000 from Rasmusen Foundation and \$30,000 from Northrim Bank. Partnering with NeighborWorks Alaska we have applied for a \$3500 national grant from Fiskars Project Orange Thumb.

In addition, Grow Palmer has been awarded a Technical Assistance Grant from the 2016 EPA/USDA Local Foods Local Places Initiative to assist in the creation of an action plan to support a sustainable food system and trail network in our downtown and foster coordination among organizations working on Palmer's local food economy.

http://www.epa.gov/sites/production/files/2016-01/documents/lflp_summary_report_jan2016.pdf

Please indicate other types of organizations you received funds from as a result of receiving this grant.

City Government

Individual Donations

Other MSB Based Nonprofit

Acknowledgement

Describe how you will generate positive public relations for Mat-Su Health Foundation if you are awarded this grant.

Grow Palmer has been asked to present to numerous non-profit groups including The Alaska Native Tribal Health Consortium Diabetes Program, the Cooperative Extension Service, Valley Garden Club and the Master Gardeners. We have appeared in the local newspapers, on the local radio and Anchorage television stations and have the full support of the downtown merchants' association. Each of these events generates increased public relations and involvement throughout the entire community. We also hold a popular booth each summer at Palmer's Mid Summer Garden and Art Faire. Grow Palmer would publically announce Mat-Su Health Foundation at all speaking engagements, interviews and articles. We would add the Mat-Su Health Foundation logo to our 2016 Edible Harvest Map and all other publications produced by Grow Palmer.

Demographics

Organization Type

Please select the category that best matches your organization.

Non-Profit Organization

Which of the following age group(s) will benefit from this grant.

All Ages

Please identify the types of other organizations your organization will collaborate with on this project.

City Government

Educational Organization (Schools/University)

For-Profit Organization

MSB Nonprofit Organization

Community Partners

Local support of the Grow Palmer project has been quite strong. Success has come through the vision of the Palmer Mayor, the City Council, the Department of Public Works and the Board of Economic Development, a citizen-based planning process, the University of Alaska Cooperative Extension Service, Mat-Su Health Foundation, Valley Garden Club, Mat-Su Master Gardeners, Salvation Army, Palmer Museum of History and Art, Palmer's Depot Farm Market, NeighborWorks Alaska, Palmer Junior Middle School, Alaska Food Policy Council, University of Alaska Alumni Magazine, Greater Palmer Chamber of Commerce, APU Kellogg Campus and Spring Creek Farm, Palmer Soil and Water Conservation District, local farmers, non-profits, business owners and an abundance of volunteers who have contributed time, land, money and effort.

Please identify the ethnicity of the beneficiaries of this grant. If all, please indicate all nationalities.

All Nationalities

Please identify the gender of the recipients benefiting from this grant.

ALL

Budget

Budget

For each budget category please provide the dollar amount funded by MSHF, and the dollar amount funded by other organizations. In each of the budget category narratives, please briefly describe how the funds will be used.

Personnel costs to be funded by MSHF.

0

Personnel costs to be funded by other.

0

Personnel - List and describe each item with the corresponding budget amount.

Volunteers - no paid staff

Travel costs to be funded by MSHF.

0

Travel costs to be funded by other.

0

Travel - List and describe each item with the corresponding budget amount.

In-kind donation

Facilities costs to be funded by MSHF.

0

Facilities costs to be funded by other.

0

Facilities - List and describe each item with the corresponding budget amount.

City of Palmer donation

Supplies costs to be funded by MSHF.

15,000

Supplies costs to be funded by other.

66,900

Supplies - List and describe each item with the corresponding budget amount.

Build / Install Planters/Benches/Plaza \$75,180.00

Watering System Install \$3,000.00

Build Signs \$1,500.00

Install Signs \$500.00

Soil and Compost \$1,720.00

Equipment costs to be funded by MSHF.

0

Equipment costs to be funded by other.

28,350

Equipment - List and describe each item with the corresponding budget amount.

Salvage Materials from Edible Park \$3,350.00

Site Work \$25,000.00

Other costs to be funded by MSHF.

Other costs to be funded by other.

0

8000

Other - List and describe each item with the corresponding budget amount.
Landscape Design \$8000

Project funds raised to date.
7,367.04

Project Budget - Numerical only
 (Example \$15,000)
118250

Eligibility and Certification Statement

Eligibility and Certification

Eligible applicants include 501(c)(3) organizations classified as "not a private foundation" under section 59(a) of the Code. Other eligible organizations engaged in health-related projects may include religious, governmental, educational, or tribal agencies. Individuals, regular governmental or tribal programs, and for-profit agencies are not eligible for funding. I certify that this applicant organization meets the specified eligibility criteria for funding under the Target Wellness grant funding.

Eligibility Statement Signer's Name and Title
Jan Newman

Check the box if you certify the above statements to be true.
Yes

Eligibility Statement Date
02/20/2016

I understand that the completion and submission of this application in no way should be interpreted as obligating funding for this project or having entered into a contractual agreement. Any incomplete, false, or misleading information contained in this application or its attachments will result in the immediate termination of consideration and funding of this project by the Mat-Su Health Foundation. Having read and understood the content of this application, to the best of my knowledge and belief, I certify that this application is true, complete, and discloses all material information.

Certification Statement Signer's Name and Title
Jan Newman

Check the box if you certify the above statements to be true.

Yes

Certification Statement Date

Please enter the date you are submitting your application

02/20/2016

Attachments

Title

Project Budget

File Name

**2016 Edible Rail
Trail Budget.pdf**

Files attached to this form may be deleted 120 days after submission.

Target Wellness Grant Agreement

Agreement

Organizational Information

Due Date

08/01/2016

Grant #

TW201600017

Focus Group

Federal Tax ID #

926000194

Organization Type

Legal Name

Name as stated on the organization's Articles of
Incorporation.

City of Palmer

Organization Name

d.b.a. (Doing business as.)

City of Palmer

Mailing Address

15556 Teeling Circle

City

Palmer

State

AK

Postal Code

99645

Phone

Extension

Fax

E-mail Address

WWW Address

Grant Information

Grant Amount

15000.0000

Project Title
Palmer's Edible Rail Trail

Type of Support
Project Support

Award Details and Conditions

Project Description - As outlined in the grant application.

Implementation Timeline - As outlined in the grant application.

Grant Requirements -

The information below reflects how the funds are to be used and outlines any restrictions and/or requirements associated with this grant award:

Reporting Requirements

The information below outlines the frequency of reporting requirements and any additional information the grantee must provide when reporting the status of the grant.

Staff Requirements

The information below outlines MSHF staff follow-up and any site visit requirements during or at completion of the project.

Payment Breakdown

Grant Payments

Healthy Impact and Discovery Grant payments require receipt of a Payment Request Form from the grantee. Payments are made a minimum of 30 days after the receipt of the Payment Request Form. No payments are mailed until the Foundation receives and approves the form. Grant reporting for all MSHF grants received by the grantee must be current before a funding request will be processed.

Target Wellness grant payments are processed upon receipt of the grant agreement.

Capital project grants and health fair grants awarded by the Foundation will be paid in full upon submission of the initial Payment Request Form unless grant conditions have been placed on the grant funds. Funds upon which conditions have been placed will be paid only when those conditions have been met.

Initial payment for capacity building, evaluation, planning and seed money, program cost, technical assistance, start-up, short-term operating funding, and policy change grants will be dispersed upon receipt of the signed grant agreement. Payment Request Forms for ongoing fund disbursements should be submitted biannually with the biannual reporting document unless grant conditions have been placed on the grant funds or a different payout schedule is required for the grant's success. Funds upon which conditions have been placed will be paid only when those conditions have been met. If a different payment schedule is required for the grant's success that payment schedule must be approved by Foundation staff before funds will be dispersed. All reports must be current before a payment request can be honored.

Payment Schedule

Payments will be made following the receipt of the initial Payment Request Form for capital project grants and health fair grants.

Initial payments for capacity building, evaluation, planning and seed money, program cost, technical assistance, start-up, short-term operating funding, and policy change grants will be dispersed upon receipt of the signed grant

agreement. Ongoing payment will be made following receipt of the biannual Payment Request Forms unless grant conditions have been placed on the grant funds or a different payout schedule has been approved by Foundation staff.

Reporting Requirements/Outcome Measures

Progress reports are required biannually or when otherwise requested. A final report is due within 30 days after the grant end date.

Payment Request and Progress Report Forms are available by logging into your account. Reports for all MSHF grants received by the grantee must be current before a payment request can be honored.

Eligibility and Certification

Eligible applicants include 501(c)(3) organizations classified as "not a private foundation" under section 509(a) of the Code. Other eligible organizations engaged in health-related projects may include religious, governmental, educational, or tribal agencies. Individuals, regular governmental or tribal programs, and for-profit agencies are not eligible for funding. I certify that this applicant organization meets the specified eligibility criteria for funding under the grant funding.

Check the boxes if you certify the above statements to be true.

Certification Statement Signers Name

By providing this information, you are agreeing to the terms and conditions of the grant and are stating that you are authorized to sign contracts on behalf of this organization.

Certification Statement Date

08/01/2016

Certification Statement Flag

By checking this box, I certify that I am authorized to sign contracts on behalf of the organization. This organization is a 501(c)(3) organization classified as "not a private foundation" under section 509(a) of the Code or other eligible organization engaged in

a health-related project such as a religious, governmental, educational, or tribal agency. I understand that individuals, regular governmental or tribal programs, and for-profit agencies are not eligible for funding. I certify that this organization meets the specified eligibility criteria for funding under the grant funding.

Yes

Please provide the name of one official who is authorized to sign contracts on behalf of the organization, i.e., the Executive Director and Chair of the Board of Directors.

Eligibility Statement Signers Name

Eligibility Statement Date

08/01/2016

Eligibility Statement Flag

By checking this box, I certify that I am authorized to sign contracts on behalf of the organization and further agree to abide by the terms of the grant agreement as indicated in this documentation.

Yes



APPLICATION REVIEW



Printed LJ 3/10/16

Application name	City of Palmer
Application ID	1819
Organization legal name	City of Palmer
Doing business as	Grow Palmer
Application type	Capital Grant under 25k
Application contact	Nate Wallace nwallace@palmerak.org 907-745-3271
Project contact	Jan Newman growpalmer@gmail.com 907-232-5016
Budget	\$118,250
Request	\$25,000
Proposed start date	05/01/16
Proposed end date	09/30/16
Short description	These funds will go towards the permanent planting structures along the Rail Trail.

Narrative

For the proposed 2016 project Grow Palmer would work with the city to build a new planting area along a well traveled paved trail at the very heart of our downtown district and adjacent to our historic community center (hereafter referred to as the Edible Rail Trail). The City of Palmer has designated this area of public land for our use.

The hub of our program is Palmer's Edible Park. This park was developed in partnership with the Salvation Army and is located on their property. This property has been sold and is no longer available as a Grow Palmer growing area. The 2016 Edible Rail Trail project begins with the recovery of as many of our inputs at the Edible Park as possible. Local farmers, business owners and individuals have offered their equipment and services to gather and move the soil and compost, fencing, lumber and perennials from the park property to the trail garden site.

The next step is to build and plant raised planting areas along approximately 450 feet of the existing trail. The concept design is being provided as an in-kind donation by the Sustainable Design Group (www.sustainabledesignllc.com); a small local design firm offering landscape architecture specializing in environmental planning, site development and sustainable design. The City of Palmer and department of Public Works has agreed to water the gardens throughout the summer growing season.

A growing network of volunteers has been established and more community members are following the program daily. We have a Facebook following of over 1400 people, and have been asked to present to numerous non-profit groups including The Alaska Native Tribal Health Consortium, the Valley Garden Club and the Master Gardeners. We have appeared in the local newspapers, on the radio and television stations and have the full support of the downtown merchants' association. We hold an annual Children's booth at the Palmer Mid-Summer Garden and Art Faire each July and offer free cooking demonstrations garden-side throughout the summer. Each of these events generates increased involvement throughout the entire community.

We have established a program (called Adopt-A-Plot) in which families, groups and individuals sign up in

the spring to 'adopt' a particular garden bed or area to maintain throughout the season. These groups and individuals do a fantastic job of maintaining the garden areas each week. The new Edible Rail Trail planting area will be maintained the same way. Additionally, several specialized teams will be organized to divide up the various aspects of the project: from collection and care of plants prior to planting, to garden bed construction and preparation, to advertising and signage, to networking and accounting.

Need and status

Palmer is in the midst of profound transformation. While features from Palmer's history -- its agricultural character, small town feel, and sense of community - continue to define Palmer's identity, the town now faces a different future. These changes present challenges to the character of Palmer and opportunities to emerge as a new kind of community -- one that keeps the best of its historic character while embracing the need to grow and change.

In 2013 Grow Palmer initiated garden design throughout the walking district of Palmer. A previously vacant, high-visibility 3,000 ft² lot was converted in 2014 to an accessible public edible garden. Partnering with the Salvation Army, the garden quickly became the hub of our program, providing a gathering place for meetings, work parties, celebrations, etc. It has also become a vital part of our downtown, an oasis for family and group gatherings centered on locally grown food. Sadly, this property has been sold and this central hub of our community program will no longer be available. Although the Salvation Army has invited Grow Palmer to continue the partnership by moving with them to their new property, the new location does not further Grow Palmer's mission -- to provide publicly accessible food to all. In an attempt to continue our efforts, a highly visible well traveled trail in the core downtown Palmer target area has been identified. This trail begins at our community center, The Depot, and continues north for about one half mile, terminating at the YAK (Youth of Alaska) Club. The trail is adjacent to a lower income neighborhood, within blocks of the prison, and across from the Palmer Police Department. It would benefit youth clubs, teens, low income families, and the surrounding neighborhood schools. The City Council has unanimously designated the Rail Trail as a new Grow Palmer growing area.

The City of Palmer has endorsed Grow Palmer and provides minimal financial support; however, the City is unable to ensure a consistent revenue stream to continue the gardens. Local support of the Grow Palmer project has been strong. Success has come through the vision of the Palmer Mayor, City Council, a citizen-based planning process, Mat-Su Health Foundation, Valley Garden Club, Salvation Army, Palmer Museum of History and Art, NeighborWorks Alaska, Salvation Army, University of Alaska Cooperative Extension Service, Alaska Food Policy Council, APU Kellogg Campus and Spring Creek Farm Center of Study for Sustainability, Seed The Future, Palmer Soil and Water Conservation District, local farmers, business owners and an abundance of volunteers who have contributed time, land, money and effort.

Financial Summary

For the proposed 2016 project Grow Palmer would work with the city to build a new planting area along a well traveled paved trail at the very heart of our downtown district and adjacent to our historic community center (hereafter referred to as the Edible Rail Trail). The City of Palmer has designated this area of public land for our use.

The hub of our program is Palmer's Edible Park. This park was developed in partnership with the Salvation Army and is located on their property. This property has been sold and is no longer available as a Grow Palmer growing area. The 2016 Edible Rail Trail project begins with the recovery of as many of our inputs at the Edible Park as possible. Local farmers, business owners and individuals have offered their equipment and services to gather and move the soil and compost, fencing, lumber and perennials from the park property to the trail garden site.

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A growing network of volunteers has been established and more community members are following the program daily. We have a Facebook following of over 1400 people, and have been asked to present to numerous non-profit groups including The Alaska Native Tribal Health Consortium, the Valley Garden Club and the Master Gardeners. We have appeared in the local newspapers, on the radio and television stations and have the full support of the downtown merchants' association. We hold an annual Children's booth at the Palmer Mid-Summer Garden and Art Faire each July and offer free cooking demonstrations garden-side throughout the summer. Each of these events generates increased involvement throughout the entire community.

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the spring to 'adopt' a particular garden bed or area to maintain throughout the season. These groups and individuals do a fantastic job of maintaining the garden areas each week. The new Edible Rail Trail planting area will be maintained the same way. Additionally, several specialized teams will be organized to divide up the various aspects of the project: from collection and care of plants prior to planting, to garden bed construction and preparation, to advertising and signage, to networking and accounting.

Project director

Project director for the Edible Rail Trail will be Jan Newman, who founded the civic association Grow Palmer (www.growpalmer.org) in 2013 and voluntarily managed the entire operation for the past three years: this position included fundraising, project management and volunteer coordination. She has successfully lobbied for and acquired land from the City of Palmer for this edible trail project, and has a dedicated team of volunteers who will join her in making this vision a reality.

Jan's business qualifications include her current positions as Office Manager of a co-work space and owner of a property management business. These positions keep her involved in local projects and in touch with the community. After receiving her BS in Physics and an MA in Education, Jan spent eighteen years running a farm business and a retail/wholesale operation, where she became accomplished at budgeting and managing finances. Most recently she has proven her success as a grant writer, writing and receiving several local grants and a nationally competitive USDA/EPA "Local Foods Local Places" technical assistance grant.

Jan has lived in Palmer since 1991, and in addition to raising her three kids there she has served on various boards and committees. She is currently the Vice Chair of the Parks, Recreation, and Cultural Resource Advisory Board for the City of Palmer. She brings to the position many years of technical experience, as well as the soft skills of collaboration, foresight, and a passion for local gardening.

Project financial details

Item	Unit cost	# units	Item cost	Rasmuson request	Other funding	Other sources of funding	Revenue status	Donation type
Build/ Install concrete planters	\$75180	1	\$75,180	\$25,000	\$50,180	NeighborWorks, NorthRIm	Cash	Pending
Design Work	\$8000	1	\$8,000	\$0	\$8,000	FarmAid	Cash	Pending
Site work	\$25000	1	\$25,000	\$0	\$25,000	MSHF, MSTPF	Cash	Pending
Watering sytem	\$3000	1	\$3,000	\$0	\$3,000	Master Gardeners, Valley Garden Club	Cash	Secured
Signage	\$2000	1	\$2,000	\$0	\$2,000	Usibelli, Farmald	Cash	Committed
soil/compost	\$1720	1	\$1,720	\$0	\$1,720	local businesses	In-kind	Secured
Salvage/recycle material	\$3350	1	\$3,350	\$0	\$3,350	local businesses	Cash	Pending
Totals	n/a	7	\$118,250	\$25,000	\$93,250	n/a	n/a	n/a

Organization details

Name	City of Palmer
Tax number	92-6000194
Mailing address	231 W. Evergreen Avenue Palmer, Alaska 99645
Physical address	231 W. Evergreen Avenue Palmer, Alaska 99645
Fax	907-745-0930
Phone	907-745-3271
Website	www.cityofpalmer.org
Incorporated	03/01/13
Eligibility	Federal, State, Local Government

CEO

Nate Wallace
 nwallace@palmerak.org
 907-745-3271

Mission

The mission of Grow Palmer is to create a sustainable foodscape and trail network through downtown Palmer which enhances the community's natural, historic and economic resources for all generations by promoting the benefits of an edible green infrastructure system to the public. The program focuses on building community through growing food. We believe we improve the health of our community by changing our narrative around food; through creating edible landscapes: to allow children to walk past their food everyday -- to school, library, park, playground, grocery store; by replacing overgrown perennials around public buildings and along our parks and trails; and by supporting local food producers: farmers, ranchers, egg growers, herbalists, beekeepers, etc.

History

In March of 2013 the idea for a public food project sprouted; out of a concern for the floundering agricultural integrity of the Matanuska valley in which Palmer is the county seat, out of concern about food security in Alaska, and out of a desire to increase the health and vibrancy of our community. We believe we can change our narrative around food by creating edible landscapes, providing access to healthy local food and creating walkable, healthy, and economically vibrant neighborhoods.

An ongoing project achieved through volunteers, in addition to in-kind and monetary donations, we plant vegetables, edible flowers and herbs in existing downtown Palmer gardens, while also creating new edible landscapes. In 2014 we built what is known as Palmer's Edible Park. We partnered with the Salvation Army who owns the land and built a 3000 square foot raised bed garden - now the hub of both our program and community involvement. We create our "Edible Harvest" map inspiring people to circumnavigate a planted route beginning at our Visitors Center and winding through our unique retail district. We encourage both locals and tourists to explore Palmer on foot and to sample as they go. Lastly, we erect a notice board on which we post weekly local food products available at Palmer shops, farms, CSA's, farmers markets, etc. This is a free listing for any local food source be it crops, cheese, honey, confections, etc.

At the end of the growing season the remaining food is harvested and donated. In 2013 the remaining produce was donated to the Food for Kids Program, in 2014 we donated to the Palmer Senior Citizen Center, and last year we donated to the Palmer Food bank.

Services provided

Grow Palmer promotes Palmer's rich heritage by providing free edible food to the community. Through the construction of edible parks, trails and garden beds volunteers plan, build, maintain and harvest edible foods throughout our downtown area. The community benefits from increased volunteer engagement, exposure for local producers and improved access to healthy food for all. Grow Palmer is linked to local farming and promotes economic support of local farms through it's Market Board which offers free weekly announcements of all locally produced food items.

Area served

Grow Palmer has focused it's gardening effort in the target downtown Palmer area. However volunteers and residents from all over the Mat-Su Borough and Anchorage have participated in the program, additionally many tourists and visitors to Palmer have visited the garden areas, harvesting and sampling the bounty of fresh local Alaskan produce.

Beneficiaries served

The gardens are available to everyone. The program spans age, religion, gender, culture. We all eat. Hence our tagline - Local Food For Everyone.

Board

Jan Newman	President/Chair
Luanne Urfer	Member
Winona Benson	Vice President
Thomas Newman	Treasurer

Board giving

Jan Newman	\$6,000
Luanne Urfer	\$6,000
Winona Benson	\$240
Thomas Newman	\$200

Operating budget up to \$499,999

Project financial summary

Item	Unit cost	# units	Item cost	Rasmuson request	Other funding	Other sources of funding	Revenue status	Donation type
Build/ Install concrete planters	\$75180	1	\$75,180	\$25,000	\$50,180	NeighborWorks, NorthRIm	Cash	Pending
Design Work	\$8000	1	\$8,000	\$0	\$8,000	FarmAid	Cash	Pending
Site work	\$25000	1	\$25,000	\$0	\$25,000	MSHF, MSTPF	Cash	Pending
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Signage	\$2000	1	\$2,000	\$0	\$2,000	Usibelli, Farmald	Cash	Committed
soil/compost	\$1720	1	\$1,720	\$0	\$1,720	local businesses	In-kind	Secured
Salvage/recycle material	\$3350	1	\$3,350	\$0	\$3,350	local businesses	Cash	Pending
Totals			\$	\$	\$			

Attachments

[Last Fiscal Year Financial Statement](#)
[Current Fiscal Year Financial Statement](#)
[Current Fiscal Year Operating Budget](#)
[List Of Contributors](#)

Submitter information

Signature Nathan E. Wallace, 03/10/2016

City Manager

Submitted On 03/10/2016



GRANT AGREEMENT

Grantee: City of Palmer
Total Award Amount: \$25,000
Project Title: Planters along the Edible Rail Trail.
Date Awarded: May 24, 2016
Grant Number: 9738
Grant Type: Tier 1
Award Detail and Conditions: \$25,000 outright grant to build and install planters along the Edible Rail Trail.
Program Staff: Kelsey Potdevin

By signing this document, the grantee agrees to accept any and all conditions of this grant award and to comply with the requirements of Rasmuson Foundation. Please provide a signature from an official who is authorized to sign contracts on behalf of the organization (for example, the Executive Director or Chair of the Board of Directors; the Mayor or City Manager; IRA Council President or Tribal Administrator; or Chancellor, Dean or Director.

By:

Typed or printed Legal Name of Organization

Signature

Date

Typed or printed Name and Title

Please sign this Agreement and return it to the Foundation by the date indicated in the award letter. Retain a copy for your records.

City of Palmer
RF grant number 9738

Rasmuson Foundation Grant Award and Conditions

Grant Number

The Grant Number for this award is 9738. Please refer to this number in all correspondence related to this award.

Grant Payments

By signing this agreement you acknowledge receipt of payment in full for this grant.

Expenditure of Funds

This grant is made based upon a specific proposal that contains a project description. It is expected that the entire amount of this grant will be applied to the described project and not used for any other purposes. If, at the end of the grant period, unspent funds remain, the balance of the grant funds must be returned to the Foundation.

Grant Duration

As agreed during the grant proposal review process, the project has the following begin and end dates:

Project begin date: May 24, 2016
Project end date: May 31, 2017

Reporting Requirements and Forms

A final report is due within 30 days after the grant end date. In reporting, the grantee should describe the status of the project, and explain the project impact on the grantee organization.

A final report form is attached as an example. The form is available in a fillable PDF format on the Foundation's web site at www.rasmuson.org/forms.

Extension

Extensions are not encouraged for small grants. Should you be unable to complete your project by the grant end date, you should contact your Program Officer prior to the grant end date.

Budget Reallocation or Project Revision

Requests to substantially revise the scope of an award for activities not originally proposed, or inconsistent with the award's intent, are not permitted.

Unspent Funds

It is the policy of the Foundation that unspent funds are returned with the final report.

Certification of IRS Status

By signing this document, the grantee certifies that it is a tax-exempt agency under Section 501 (c) (3) of the Internal Revenue Code and is classified as not a private foundation under Section 509 (a) (1) or 509 (a) (2) of the Code or, a unit of government, or an officially recognized tribal organization.

If the organization is required to file form 990 or any version thereof, the grantee certifies that these have been filed for the last three tax years (the most recent tax year may be on an unexpired extension).

Any change in IRS tax-exempt status must be promptly reported to the Foundation.

Change in Key Personnel or Contact Information

Please notify your Program Officer, in writing, if the official who signs this document leaves office or changes, or with any other contact information change.

Termination of Award

Failure to fulfill the terms of this agreement may result in termination of the grant. If the grant is terminated, the Foundation may ask for return of grant funds. Also, the organization may be ineligible to apply for future funding from the Rasmuson Foundation.

If you have questions, please call or email:

Program Staff: Kelsey Potdevin

Phone: (907) 334-0523, or toll free in Alaska (877) 366-2700

Email: kpotdevin@rasmuson.org



TIER 1 FINAL REPORT

Organization Name: City of Palmer
Project Title: Planters along the Edible Rail Trail.
Grant Number: 9738

Narrative: *Please attach a few paragraphs to tell us how your project went. Did you expend the grant funds as proposed? What worked, what were the challenges and how did the grant impact your organization?*

By signing this document, the grantee certifies that it has met the conditions of this grant, as stated in the grant agreement. Please provide a signature from one official who is authorized to sign on behalf of the organization.

By: _____
Name and Title

Signature _____ *Date*

Phone _____ Email address _____

Please complete and sign this Report by the date indicated in the grant agreement. Retain a copy for your records.

<i>For Rasmuson Use Only</i>	
<u>Kelsey Potdevin</u>	
Rasmuson Program Staff Name	
_____	_____
<i>Signature</i>	<i>Date</i>

This is the general grant agreement. Some funding programs have a customized agreement.

GRANT AWARD AGREEMENT

Edible Rail Trail MSTPF Grant #2016-001

THIS GRANT AWARD AGREEMENT (“Agreement”) is made and entered into this 16th day of May, 2016 by and between the Mat-Su Trails and Parks Foundation (“Foundation”) and the City of Palmer (“Grantee”).

WHEREAS, Grantee has submitted a proposal to Foundation (the “Proposal”) to fund the project described therein (the “Project”); and,

WHEREAS, the Foundation agrees to make a grant to Grantee for \$10,000.00 to fund the Project, subject to the terms and conditions set forth herein (the “Grant”),

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall perform the Project as set forth in the Proposal, which is incorporated by this reference as if fully recited herein. Any variations in the Project or the use of Grant Funds from that described in the Proposal requires the advance express written approval of Foundation.
2. Project Period. The Project has been approved for a period of 18 months beginning June 1, 2016 and ending on December 31, 2017 (the “Project Period”). Should Grantee desire to extend the duration of the Project Period, Grantee shall submit a written request to the Foundation Executive Director no later than 60 days prior to Project Period end date. If Foundation approves the extension, the parties shall execute an amendment to this Agreement. An extension of the Project Period will not result in an increase in funding.
3. Expenditures. All expenditures of Grant Funds by Grantee must be spent within the Project Period and must be consistent with the Project budget as set forth in the Proposal (the “Project Budget”) and as approved by Foundation. Any deviation from the Project Budget, such as under- or over-spending Grant Funds requires prior written approval of Foundation and may require an amendment to this Agreement, at the discretion of the Foundation. Deviations from the Project Budget are not authorized retroactively.
4. Interim and Final Report. Grantee agrees to deliver to the Foundation Executive Director an Interim Report, Final Report and two detailed Expenditure Reports for Project on this schedule:
 - Interim Narrative Report and a Detailed Expenditure Report are due no later than MARCH 31, 2017.
 - Final Narrative Report and the final Expenditure Report are due upon completion of the project, or no later than DECEMBER 31, 2017, whichever comes sooner.

Narrative Reports shall include an account of accomplishments resulting from the expenditure of Grant Funds and a description of progress made towards achieving the Project's objectives. Expenditure Reports will compare actual expenses to the approved Project Budget on a line item basis, with explanation of variances.

5. Disbursement Schedule. Foundation will disburse 80% of Grant Funds upon approving Grant Proposal and receiving a signed copy of this Grant Award Agreement. The final 20% of Grant Funds will be disbursed upon Foundation receiving a Final Report along with Expenditure Report. The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.
6. Records. Although the Grant Funds need not be segregated, funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project.
7. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other records and materials connected with the activities funded by this Grant. All financial and other records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in section 12 of this Agreement.
8. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status it represented to Foundation that it had when submitting the Proposal throughout the duration of the Project Period unless otherwise approved by Foundation. Grantee shall remain in good standing with the State of Alaska and Mat-Su Borough.
9. Title to Property Acquired with Grant Funds. Title to all tangible property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property") shall be vested in Grantee. However, Foundation shall have a purchase money security interest in the Grant Funded Property until the Final Report has been accepted by Foundation. Grant Funded Property must be used for carrying out the Project as set forth in the Proposal.
10. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project as approved in the Project Budget remain the property of Foundation, and shall be promptly returned to Foundation at the conclusion of the Project Period. If at any time during a Grant Funded Property's useful life a Grantee fails to use the Grant Funded Property for the purposes set forth in the Proposal, Grantee shall repay to Foundation an amount equal to the value for the entire useful life of the property minus that portion of the useful life of the Grant Funded Property during which it was used for the purpose of the Grant, utilizing the straight-line method of depreciation. If Grantee fails to make timely repayment of the appropriate portion of the item, Foundation may take possession of the Grant Funded Property. Nothing contained in this paragraph shall limit or prevent Foundation from

taking legal action to seek repayment of unexpended Grant Funds or Grant Funds which were not applied in accordance with the terms of this Agreement.

11. Publicity. All publicity associated with the Project must clearly identify the Mat-Su Trails and Parks Foundation as a funding source in whole or in part.
12. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant Funds if: (a) Foundation is not satisfied with the quality of the Grantee's work or the progress toward achieving the objectives of the Project; (b) Foundation determines that the Grantee is incapable of satisfactorily completing the Project; (c) Grantee fails to meet the conditions set forth in this Agreement and the Proposal; (d) Grantee's federal income tax status changes; or (e) Grantee dissolves.

The Foundation may have based its decision to fund this Project on the qualifications of specific individuals named by Grantee as responsible for carrying out Project work outlined therein. In the event these named individuals are no longer involved in completing the work for any reason, Foundation reserves the sole right to terminate the Project if it believes replacement staff proposed by Grantee cannot complete the Project in a timely fashion or in an acceptable manner.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of Grant Funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant Funds which were not expended on or prior to effective date of termination and all Grant Funds which were expended prior to date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination, and (c) repay to Foundation an amount equal to the value of any Grant Funded Property less the value of that portion of the Grant Funded Property's useful life during which it was used for the purpose of the Grant. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant Funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

13. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that the Grantee will not, by act of omission or commission, foster any belief on the part of 3rd parties that such a relationship exists.
- ~~14. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees, or other funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any~~

~~such person in the event of any claim against any or all of them. Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contractors, torts or other acts or omissions of the Grantee, its employees, directors, officers, or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.~~

15. Authority and Validity. Each individual executing this Agreement on behalf of the Grantee warrants that s/he has full power and authority to execute this Agreement on behalf of the organization. Further, Grantee warrants that the board of directors of Grantee has taken all action required by law, Grantee's Articles of Incorporation and Bylaws or otherwise to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated herein. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.
16. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.
17. Lobbying. By accepting this Grant, Grantee agrees that these funds will be used exclusively for exempt purposes described in Section 501c3 and will not be used to carry on propaganda, or otherwise attempt to influence legislation (except as permitted under Section 501), or to participate in any political campaign on behalf of any candidate for office.
18. Entire Agreement. This Grant Award Agreement constitutes the entire Agreement between parties regarding the Project and supersedes all previous related understandings or written or oral agreements between the parties.
19. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
20. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Alaska. Any lawsuit, action or proceeding resulting from or related to this Agreement shall be commenced in a court of competent jurisdiction located in Alaska.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written:

City of Palmer

By: _____
Nathan E. Wallace

Title: _____

MAT-SU TRAILS AND PARKS FOUNDATION

By:  _____
Stuart R. Laidner, Interim Executive Director

action memoranda



**City of Palmer
Action Memorandum No. 16-054**

Subject: Extending the Contract for Audit Services with BDO USA, LLC for The Second Additional Year as Specified in the Request for Proposals (RFP) for Audit Services and Original Contract Approved by the Palmer City Council on September 24, 2013.

Agenda of: August 23, 2016

Council Action: _____

Originator Information:

Originator: Esther Greene – Finance Director

Date: _____ **Requested agenda date:** _____

Department Information \checkmark :

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<i>Esther Greene</i>	<u>8/2/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 64,300

This legislation (\checkmark):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
- Creates a negative impact in the amount of: \$ 64,300

Funds are (\checkmark):

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

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

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

Director of Finance Signature: *Esther Greene*

Attachment(s):

- AM 13-069 Authorize the City Manager to Award and Negotiate a Two Year Contract for Professional Audit Services with BDO USA, Inc.
- Quote from BDO USA, LLC for fiscal year 2016 audit services

Summary statement: On September 24, 2013, council approved AM 13-069, a two-year contract for professional audit services with BDO USA, LLC for years 2013 and 2014. Included in the RFP, the City has the opportunity to extend the audit contract for two subsequent fiscal years.

The quote from BDO USA, LLC for fiscal year 2016 audit is less than the amount budgeted for fiscal year 2015 audit. This is the second and final extension request. Therefore, it is respectfully requested that the Council extend the audit contract to BDO USA, LLC for the second additional fiscal year.

Administration recommendation: Authorize Action Memorandum 16-054.

City of Palmer

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL AUDITING SERVICES
13-01F

December 31, 2013 and 2014

Esther C Greene, Director of Finance
231 W Evergreen Ave
Palmer, AK 99645
907-761-1303

Request for proposal issued 8/11/13

Due Date for proposal 9/4/13 @ 2:00 PM.

City of Palmer

REQUEST FOR PROPOSALS

TABLE OF CONTENTS

- I. INTRODUCTION
 - A. General Information
 - B. Term of Engagement

- II. NATURE OF SERVICES REQUIRED
 - A. General
 - B. Scope of Work to be Performed
 - C. Auditing Standards to be Followed
 - D. Reports to be Issued
 - E. Working Paper Retention and Access to Working Papers

- III. DESCRIPTION OF THE GOVERNMENT
 - A. Name and Telephone Number of Contact Persons
 - B. Background Information
 - C. Fund Structure
 - D. Budgetary Basis of Accounting
 - E. Federal and State Financial Assistance
 - F. Pension Plans
 - G. Magnitude of Finance Operations
 - H. Computer Systems
 - I. Availability of Prior Reports and Working Papers

- IV. TIME REQUIREMENTS
 - A. Proposal Calendar
 - B. Notification and Contract Dates
 - C. Schedule for the Fiscal Year Audit 2013 and 2014
 - 1. Interim Work
 - 2. Detail Audit Plan and Programs
 - 3. Fieldwork
 - 4. Draft Reports
 - D. Date Final Report

- V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION
 - A. Department of Administration and Clerical Assistance
 - B. Statements and Schedules to be Prepared by the Staff of the City of Palmer
 - C. Work Area, Telephone, Photocopying and FAX Machines
 - D. Report Preparation

- VI. PROPOSAL REQUIREMENTS
 - A. General Requirements
 - 1. Submission of Notification of Interest
 - 2. Inquiries
 - 3. Submission of Proposals
 - B. Technical Proposal

1. General Requirements
 2. Independence
 3. License to Practice in Alaska
 4. Report of External Quality Control
 5. Firm Qualifications and Experience
 6. Partner, Supervisory and Staff Qualifications and Experience
 7. Similar Engagements with Other Government Entities
 8. Specific Audit Approach
 9. Identification of Anticipated Potential Audit Problems
 10. Report Format
- C. Sealed Dollar Cost Bid
1. Total All-Inclusive Maximum Price
 2. Rates by Partner, Specialist, Supervisory and Staff Level Times Hours Anticipated for Each Year
 3. Out-of-pocket Expenses in the Total All-inclusive Maximum Price and Reimbursement Rates
 4. Rates for Additional Professional Services
 5. Manner of Payment

VII. EVALUATION PROCEDURES

- A. Audit Committee
- B. Review of Proposals
- C. Evaluation Criteria
 1. Mandatory Elements
 2. Technical Qualifications
 3. Price
- D. Oral Presentations
- E. Final Selection
- F. Right to Reject Proposals

APPENDICES

- A. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price
- B. Organizational Chart
- C. List of Key Personnel
- D. Proposer Guarantees
- E. Proposer Warranties

NOTE: The following are available upon request or can be found on the City's website @ www.cityofpalmerak.org:

- 2013 Adopted Budget
- FY 2012 Audited Financial Statements
- FY 2012 Single Audit Reports

City of Palmer
REQUEST FOR PROPOSALS

I. INTRODUCTION

A. General Information

The City of Palmer is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2013 and 2014, with the option of auditing its financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (1994), the provisions of the federal Single Audit Act of 1984 (as amended in 1996) and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations as well as the State of Alaska Audit Guide and Compliance Supplement for State Single Audits.

There is no expressed or implied obligation for the City of Palmer to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, three copies of a proposal must be received at the address indicated by **2:00 PM on September 4, 2013**. The City of Palmer reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by a three member Audit Committee selected by the City of Palmer, consisting of the Director of Finance, Finance Controller and a member of the Executive Management Team.

During the evaluation process, the Audit Committee and the City of Palmer reserve the right, where it may serve the City of Palmer's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Palmer or the Audit Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Palmer reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Palmer and the firm selected.

It is anticipated the selection of a firm will be completed by September 9, 2013. Following the notification of the selected firm, and City Council approval it is expected a contract will be executed between both parties prior to September 26, 2013.

B. Terms of Engagement

A two-year contract is contemplated, subject to the annual review and recommendation of the Audit Committee, the satisfactory negotiation of terms (including a price acceptable to both the City of Palmer and the selected firm), the concurrence of the City Council and the annual availability of an appropriation.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Palmer is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal year ending December 31, 2013 and 2014, with the option to audit the City of Palmer's financial statements for each of the two subsequent fiscal years. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Scope of Work to be Performed

The City of Palmer desires the auditor to express an opinion on the fair presentation of its general-purpose financial statements in conformity with generally accepted accounting principles.

C. Auditing Standards To Be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (1994), the provisions of the Single Audit Act of 1984 (as amended in 1996) and the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as well the State of Alaska Audit Guide and Compliance Supplement for State Single Audits.

D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. Independent auditor's report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government audit standards.
3. Independent auditor's report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with OMB Circular A-133.
4. Independent auditor's report on compliance with requirements that could have a direct and material effect on each major program and on internal control over compliance in accordance with the State of Alaska Audit Guide and compliance supplement for state single audits.
5. Schedule of findings and questioned costs
6. Supplementary schedule of state and/or federal financial assistance.
7. Any other reports as required by federal and/or state regulatory agencies and/or government auditing standards.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process,

summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report(s) on compliance and internal controls.

E. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by the City of Palmer of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to which ever the City designates.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

III. DESCRIPTION OF THE GOVERNMENT

A. Name and telephone number of contact person(s)

The auditor's principal contact with the City of Palmer will be Esther C Greene, Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the City of Palmer to the auditor. The Director of Finance may be reached at 231 W Evergreen Ave, Palmer, AK 99645 or calling 907-761-1303 or by email egreene@palmerak.org.

The City of Palmer was established in 1951 as a First Class City. On June 5, 1962 the citizens voted to switch to a Home Rule City, which was effective on Jun 11, 1962. The City Charter establishes a December 31 year end. The City operates under a mayor/council-manager form of government and provides the following services: public safety (fire and police), public works, parks, library, water and sewer utilities, and general administrative services.

B. Fund Structure

The City of Palmer uses the following fund types and account groups in its financial reporting:

<u>Fund Type/Account Group</u>	<u>No. of Individual Funds</u>	<u>No. Legally Adopted Annual Budgets</u>
General Fund	1	1
Special revenue funds	4	4
Debt service funds	0	0
Capital projects funds	4	4
Enterprise funds	5	5

C. Budgetary Basis of Accounting

The City of Palmer prepares its budgets on a basis consistent with generally accepted accounting principles.

D. Federal and State Awards

During the fiscal year to be audited, the City of Palmer received grants from the following:

State of Alaska

Department of Revenue
Department of Commerce, Community & Economic Development
Department of Education & Early Development
Department of Environmental Conversation
Department of Transportation and Public Facilities

Federal Government

Department of Justice
Department of Transportation
Environmental Protection Agency
Department of Agriculture
Institute of Museum and Library Services

The City of Palmer may have additional grants not reflected above that were unknown at the time of publication of this RFP.

E. Pension Plans

The City of Palmer participates in the Alaska Public Employees' Retirement System (PERS). PERS is a cost-sharing multiple-employer public employee retirement system that acts as a common investment and administrative agent for political subdivision within the State of Alaska. Employee participation in the plan is mandatory for regular full time employees. A publicly available financial report that includes financial statements and required supplementary information is issued annually by PERS and may be obtained from the State of Alaska, Department of Administration, Division of Retirement and Benefits, PO Box 110203, Juneau, Alaska, 99811-0203.

F. Magnitude of Finance Operations

The Department of Finance is headed by Esther C Greene, Director of Finance and consists of seven and three fourths full time employees. The principle functions performed and the number of employees assigned to each position are as follows:

<u>Function</u>	<u>Number of Employees</u>
Director of Finance	1
Controller	1
Accounting Technician -Sales Tax	1
Accounting Technician – AP/Payroll	1
Accounting Technician – Utilities	1
Accounting Technician – Grants/Collections	1
Cashier	1
Cashier/Receptionist	.7

G. Computer Systems

The City of Palmer accounting operates on pc-based platform and runs in a Windows NT Environment. The current applications are in use:

General Ledger
Payroll
Accounts Payable
Utilities Billing
Accounts Receivable
Budget
Special Assessments
Business Licenses
Sales tax

H. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Esther C Greene, Director of Finance. The City of Palmer will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposal issued	August 11, 2013
Due Date for proposals	September 4, 2013

B. Notification and Contract Dates

Selected firm notified	September 26, 2013
------------------------	--------------------

C. Schedule for the 2013 & 2014 Fiscal Year Audit

(A similar time schedule will be developed for audits of future fiscal years if the City of Palmer exercises its option for additional audits).

The auditor should complete each by the suggested dates below:

1. Detailed Audit Plan

The auditor shall provide the City of Palmer by January 15, both a detailed audit plan and a list of all schedules to be prepared by the City of Palmer for the completion of the Annual Financial Audit.

2. Fieldwork

The auditor shall complete all fieldwork by the end of March of each year

3. Draft Reports

The auditor shall have drafts of the audit report[s] and recommendations to management available for review by April 20 of each year.

D. Date Final Report is Due

The City of Palmer shall prepare all schedules; note information and all required supplementary schedules. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Director of Finance within two weeks after fieldwork. A final financial report shall be delivered to the City of Palmer no later than May 1 each year.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Department of Finance and Clerical Assistance

The Department of Finance staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the City of Palmer.

B. Statements and Schedules to be Prepared by the Staff of the City of Palmer

The staff of City of Palmer will prepare the draft audit schedules for the auditor prior to fieldwork dates.

C. Work Area, Telephones, Photocopying and FAX Machines

The City of Palmer will provide the auditor with reasonable work area, desks and chairs. The auditor will also be provided with access to one telephone line, photocopying facilities and FAX machines.

D. Report Preparation

Report preparation, editing and printing shall be the responsibility of the auditor.

VI. PROPOSAL REQUIREMENTS

A. General Requirements

1. Submission of Notification of Interest

Firms interested in submitting a proposal must submit in writing their "Notification of Interest" to the City of Palmer, 231 W Evergreen Ave, Palmer, AK 99645. Fax 907-745-0930. **Failure to do so will disqualify firms from submitting a proposal.**

2. Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

Esther C. Greene, Director of Finance
231 W Evergreen Ave
Palmer, AK 99645
907-761-1303
egreene@palmerak.org

CONTACT WITH PERSONNEL OF THE CITY OF PALMER OTHER THAN DESIGNATED CONTACT PERSON REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

3. Submission of Proposals

The following material is required to be received by 2:00 PM, September 4, 2013 for a proposing firm to be considered

- a. A master copy (so marked) of a Technical Proposal and two copies to include the following:
 - i. Title Page

Title page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
 - ii. Table of Contents
 - iii. Transmittal Letter

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the three fiscal year period.
 - iv. Detailed Proposal

The detailed proposal should follow the order set forth in Section B below (technical proposal) of this request for proposals.
 - v. Executed copies of Proposer Guarantees (Appendix G) and Proposer Warranties (Appendix H) attached to this request for proposal.
- b. The proposer shall submit an original and two copies of a dollar cost bid in an envelope marked as following the order in Section C (sealed dollar cost bid) below.

SEALED DOLLAR COST BID
PROPOSAL
FOR
City of Palmer
FOR
PROFESSIONAL AUDITING SERVICES
December 31, 2013 & 2014

- c. Proposers should send the completed proposal to the following address:

City of Palmer
Director of Finance
231 W Evergreen Ave

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Palmer in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Palmer as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards (1994)

The firm should also list and describe the firm's professional relationships involving the City of Palmer for the past (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of Palmer written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in Alaska

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Alaska.

4. Report of External Quality Control

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

5. Firm Qualifications and Experience

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time and the number and nature of the staff to be so employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve, as the principal auditor should be noted, if applicable.

6. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Alaska. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured.

The proposer should identify the extent to which staff to be assigned to the audit, reflect the City of Palmer's commitment to Affirmative Action.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of Palmer. However, in either case, the City of Palmer retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City of Palmer, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

7. Similar Engagements With Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum – 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and name and telephone number of the principal client contact.

8. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as City of Palmer's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement
- c. Sample size and the extent to which statistical sampling is to be used in the engagement
- d. Extent of use of EDP software in the engagement
- e. Type and extent of analytical procedures to be used in the engagement
- f. Approach to be taken to gain and document an understanding of the City of Palmer's internal control structure
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work
- h. Approach to be taken in drawing audit samples for purposes of test of compliance

9. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Palmer.

10. Report Format

The proposal should include sample formats for required reports.

C. Sealed Dollar Cost Bid

1. Total All-Inclusive Maximum Price

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The City of Palmer will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The first page of the sealed dollar cost bid should include the following information:

- a. Name of Firm
- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the

bid, and authorized to sign a contract with the City of Palmer.

- c. A Total All-Inclusive Maximum Price for the 2013 and 2014 engagement presented in the format provided in the attachment (Appendix A, page 1)

- 2. Rates by Partner, Specialist Supervisory and Staff Level Times Hours Anticipated for Each Year.

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A, page 2)), that supports the total all-inclusive maximum price for each year.

The third page of the sealed dollar cost bid should include any special services disclosed as separate components of the total all-inclusive maximum price presented in the format provided in the attachment (Appendix A, page 3).

- 3. Out-of-pocket Expenses Included in the Total All-inclusive Maximum Price and Reimbursement Rates

Out-of-pocket expenses for firm personnel (e.g., travel, lodging and subsistence) will be reimbursed at the rates used by the City of Palmer for its employees. All estimated out-of-pocket expenses to be reimbursed should be presented on the first page of the sealed dollar cost bid in the format provided in the attachment (Appendix A). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

In addition, a statement must be included in the sealed dollar cost bid stating the firm will accept reimbursement for travel, lodging and subsistence at the prevailing City of Palmer rates for its employees.

- 4. Rates for Additional Professional Services

If it should become necessary for the City of Palmer to request the auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Palmer and the firm. Any such additional work agreed to between the City of Palmer and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the sealed dollar cost bid.

- 5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's dollar cost bid proposal. Interim billing shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Audit Committee

Proposals submitted will be evaluated by a three member Audit Committee selected by the City of Palmer consisting of the Director of Finance, Controller and a member of the Executive Management Team.

B. Review of Proposals

The Audit Committee will use a point formula during the review process to score proposals. Each member of the Audit Committee will first score each technical proposal by each of the criteria described in Section C below. The full Audit Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score, or who did not meet the mandatory elements will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar bid will be considered and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

The City of Palmer reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

C. Evaluation Criteria

Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selected criteria, which will be considered during the evaluation process.

1. Mandatory Elements

- i. The audit firm is independent entity.
- ii. The Firm is licensed to practice in the State of Alaska.
- iii. The firm has no conflict of interest with regard to any other work performed by the firm for the City of Palmer.
- iv. The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- v. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal

2. Technical Quality: (Maximum Points- 50 Pts)

- i. Expertise and Experience
 - (1) The firm's past experience and performance on comparable government engagements
 - (2) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation

ii. Audit Approach

- (1) Adequacy of proposed staffing plan for various segments of the engagement
- (2) Adequacy of sampling techniques
- (3) Adequacy of analytical procedures

iii. Report Format

- (1) Adequacy of proposed samples of formats for required reports.

3. Price: (Maximum Point – 50 Pts.)

COST **WILL NOT** BE THE PRIMARY FACTOR IN THE SELECTION OF AN AUDIT FIRM

D. Oral Presentation

During the evaluation process, the Audit Committee may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Audit Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

E. Final Selection

The City Council will select a firm based upon the recommendation of the Audit Committee.

It is anticipated that the audit committee will select a firm for recommendation by September 9, 2013. Following notification of the firm selected, and approval by the City Council, it is expected a contract will be executed between both parties prior to September 26, 2013.

F. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Palmer and the firm selected.

The City of Palmer reserves the right without prejudice to reject any or all proposals.

APPENDICES

- A. Format for Schedule of Professional Fees and Expenses to Support the Total All-Inclusive Maximum Price
- B. Organizational Chart
- C. List of Key Officials
- D. FY 2013 Summary Proposed Budget Information
- E. FY 2012 Financial Statements
- F. FY 2012 Single Audit Reports
- G. Proposer Guarantees
- H. Proposer Warranties

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE [YEAR] FINANCIAL STATEMENTS:
COMBINING SCHEDULE – ALL SERVICES
DESCRIBED IN RFP

<u>Nature of Service to be Provides</u>	<u>Schedule</u>	<u>Total Price</u>
---	-----------------	--------------------

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE [YEAR] FINANCIAL STATEMENTS

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners				
Managers				
Supervisory Staff				
Staff				
Other (specify):				
Subtotal				
Total for services Described in Section II of the RFP (Detail on subsequent pages)				
Out-of-Pocket expenses:				
Meals and lodging				
Transportation				
Other (specify): _____				
Total all-inclusive maximum price for [YEAR] audit				

Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.

APPENDIX A

Page 3

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE [YEAR] FINANCIAL STATEMENTS:
SUPPORTING SCHEDULE FOR [NAME OF SERVICE]

	<u>Hours</u>	<u>Standard Hourly Rates</u>	<u>Quoted Hourly Rates</u>	<u>Total</u>
Partners				
Managers				
Supervisory Staff				
Staff				
Other (specify):				
Subtotal				
Total for services Described in Section II of the RFP (Detail on subsequent pages)				

ORGANIZATIONAL CHART



APPENDIX C.

LIST OF KEY PERSONEL

ELECTED OFFICALAS

NAME	OFFICE	PHONE
DeLena Johnson	Mayor	907-761-1313
Brad Hanson	Deputy Mayor	907-745-2800
Linda Combs	Council Member	907-746-0367
Edna DeVries	Council Member	907-745-3388
Ken Erbey	Council Member	907-745-3138
Richard Best	Council Member	907-746-3649
Kathrine Vanover	Council Member	907-745-4517

APPOINTED OFFICIALS

DEPARTMENT	DEPARTMENT HEAD	PHONE
City Manager	Doug Griffin	907-761-1317
City Clerk	Janette Bower	907-761-1321
Finance	Esther C Greene	907-761-1303
Public Safety	Jonathan Owen	907-746-9441
Public Works (Interim)	Tom Healy	907-761-1350
Community Development	Sandra Garley	907-761-1322
Library/Community Services	Beth Skow	907-761-1371

APPENDIX D

PROPOSER GUARANTEES

1. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in their proposal.

Signature of Official:

Name (typed)

Title:

Firm:

Date:

APPENDIX E

PROPOSER WARRANTIES

1. Proposer warrants that it is willing and able to comply with State of Alaska laws with respect to foreign (non-state of Alaska) corporations.
2. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Palmer.
4. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official:

Name (typed)

Title:

Firm:

Date:



A PROPOSAL TO PROVIDE PROFESSIONAL SERVICES TO
CITY OF PALMER, ALASKA

Cost Proposal



BDO USA, LLP

LIA PATTON, PARTNER

3601 C Street, Suite 600

Anchorage, AK 99503

Tel: 907-278-8878 | Fax: 907-278-5779 | lpatt@bdo.com

Professional Audit Services Year Ended December 31, 2016





Tel: 907-278-8879
Fax: 907-278-5779
www.bdo.com

3601 C Street, Suite 600
Anchorage, AK 99503

July 28, 2016

Esther C. Greene, Director of Finance
City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645

Dear Mrs. Greene:

In serving the City of Palmer, our objective is to provide you with the best services available at a reasonable cost. We are confident that we can continue to serve you well.

Our fees for the services described in this proposal are based upon our customary rates for the various personnel involved. Certain factors can have an effect on the time incurred in the conduct of our audit. Among these are the general condition of the records, the amount of assistance received from your personnel in the accumulation of data, the size and transaction volume of business, as well as any unforeseen circumstances. Our estimate of fees is based on the understanding that the financial records will be properly closed at year end and the necessary schedules, account analyses and other documents needed for the audit will be provided by your staff. Our fee estimate is also based on the assumption that the accounting system and system of internal control produce reliable financial data and that all significant transactions are recorded in accordance with accounting principles generally accepted in the United States of America.

The enclosed fee is based on a similar number of federal and State major programs, as well as a similar total of overall federal and State grants that existed for the year ended December 31, 2016. It also anticipates no internal control or compliance findings (significant deficiencies or material weaknesses). Additional major federal or State programs, or significant changes in the scope of work due to special client requests or changes in accounting standards and rules may result in additional fees based on our standard rates. Though we are not aware of any such changes, should we encounter a situation which will result in a significant expenditure of time, we will immediately discuss it with management. We do this regardless of whether a situation is a significant special request or is the result of work that must be completed before we are able to perform the services that we have outlined in this proposal. Any additional fees will be clearly identified on our invoice.

This proposal does not include or anticipate any out of pocket charges for lodging or subsistence. This proposal does include mileage reimbursement. BDO will accept City of Palmer's prevailing rates for this item.

We thank you for the opportunity to present this fee proposal. Lia Patton is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the City.

Sincerely,

A handwritten signature in blue ink that reads 'Lia Patton'. The signature is fluid and cursive, with the first name 'Lia' being more prominent.

Lia Patton
Assurance Partner
BDO USA, LLP

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR AUDIT OF THE 2016 FINANCIAL STATEMENTS
COMBINING SCHEDULE - ALL SERVICES
DESCRIBED IN REQUEST FOR PROPOSAL

<i>Nature of Service to be Provided</i>	Schedule	Total Price
Audit and preparation of the financial statements for the year ended: 2016	A-2	\$ 64,300

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
FOR THE AUDIT OF THE 2016 FINANCIAL STATEMENTS**

	Hours	Standard Hourly Rate	Quoted Hourly Rate	Total
Partners	50	\$ 525	\$ 325	\$ 16,250
Managers	70	300	175	12,250
Supervisory Staff	80	200	130	10,400
In-charge	110	165	100	11,000
Staff	140	135	75	10,500
Subtotal - professional services described in proposal				60,400
Out of pocket expenses:				
Travel (mileage reimbursement)				300
Other (printing, postage, and technology fee)				3,600
Subtotal - out of pocket expenses				3,900
Total all-inclusive maximum price for 2016 audit				\$ 64,300

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**City of Palmer
Action Memorandum No. 16-061**

Subject: Authorizing the City Manager to Negotiate and Execute a Six Month Contract Amendment for Dispatch Services with the Matanuska Susitna Borough in the Amount of \$450,000.00.

Agenda of: August 23, 2016

Council Action: _____

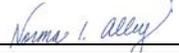
Originator Information:

Originator: City Manager
Date: 8-9-16 **Requested agenda date:** September 13, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>8-9-16</u>
<u>X</u>	Police Department		<u>8-9-16</u>
_____	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: \$ 450,000

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ 450,000
 Negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): 01-00-0-3422 Dispatch Revenue
 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):

- Amendment to Dispatch Services Contract
- Cooperative Services Agreement between the City of Palmer and Matanuska Susitna Borough for Dispatch Services.

Summary statement: The City of Palmer has just concluded a one-year contract extension with the Mat Su Borough to provide emergency dispatch services. That extension expired on June 30 of 2016. The Mat Su Borough has requested to extend the contract through December 31 of 2016. The six-month extension request is a result of the Borough releasing an RFP for a five-year contract to provide dispatch services. The successful proposer is anticipated, by the Mat Su Borough, to assume responsibility for dispatching by January 1 of 2017.

The City of Palmer is the only entity reasonably positioned to provide emergency dispatch services to the Mat Su Borough during the period of July 1, 2016 through December 31, 2016. In June of 2016 the Mat Su Borough Assembly funded this six-month extension for \$450,000.00. Other than the duration of the agreement and overall price there are no substantive changes compared to past amendments.

By way of comparison, previous extensions have been for one year while this is for six months. The last extension was for \$863,823.00 for a year, or \$431,911.50 every six months. This current six-month extension is for \$450,000.00.

Administration recommendation: Authorize Action Memorandum 16-061

FILE COPY

COOPERATIVE SERVICES AGREEMENT
Between the
CITIES OF PALMER and the MATANUSKA-SUSITNA BOROUGH
For
DISPATCH SERVICES

A. DEFINITIONS/PURPOSE

1. Definitions

In this Agreement:

- a. "Palmer" means the City of Palmer;
- b. "Borough" means the Matanuska-Susitna Borough;
- c. "Parties" means Palmer, and the Borough;
- d. "Dispatch center" means the communications center located in the Palmer Public Safety Building.

2. Purpose

This Agreement is entered into between the Parties to set out the terms and conditions under which Palmer will provide Dispatch services for the Borough. The Agreement covers operation, staffing, cost allocation, and funding provisions for the Dispatch center.

B. TERM

The term of the Agreement shall be July 1, 2014 thru June 30, 2015, subject to the termination provisions of Section L. This contract may be extended by one (1) year by agreement of both parties..

C. SERVICES PROVIDED BY PALMER

Palmer shall provide the following services to the Borough, and shall pay those costs associated therewith out of funds derived under this Agreement:

1. Twenty-four-hours-a-day, seven-days-a-week, E-911 telephone answering (call-taking) and Dispatching services, including the in-house telephone switch, telephone equipment and devices to include all incoming trunk lines, direct-inward-dialing (DID) lines, broadband internet services, and facsimile (FAX) lines not associated with the Enhanced 911 network (E-911).
2. The Dispatch facility shall be secure and provide for adequate protection against structural breach or compromise, either by natural forces or man-made. Additionally, the Dispatch center will have adequate space and power requirements to fulfill these services and have back-up power sources to ensure uninterrupted services.

COPY

3. Non-emergency telephone answering services for the Borough for telephone lines terminating in the Dispatch center or forwarded to the Dispatch center by the Borough.
4. Radio or telephone dispatching of emergency and non-emergency requests for services of the Borough. The services provided by the Borough include, but are not limited to:
 - a. Fire Services – currently eight fire service areas in the Borough;
 - b. Emergency Medical Services (EMS) – currently eight ambulance service areas and one first response unit area;
 - c. Rescue Services – currently eight rescue service areas;
 - d. Animal Care and Regulation – after-hours Dispatch of on-call personnel;
 - e. Incident Management Team (IMT) – Dispatch of the IMT during a disaster situation.
5. Accurate recording and logging of incoming and outgoing emergency calls, non-emergency requests for services, and to provide to the Borough such records of those calls as the Borough deems necessary. Voice and electronic records shall be maintained by Palmer for a period of at least seven (7) years and shall be made available to the Borough upon request.
6. Palmer provides non-discriminatory Dispatch services. However, calls are prioritized based upon their nature.
7. Palmer provides for at least two full-time equivalent Dispatchers to be scheduled and on duty at all times for seven days per week, regardless of the following conditions: annual (personal) leave, sick leave, vacancy of a position, and required Dispatcher training.
8. Palmer shall provide adequate training to the Dispatchers to assure their proper and competent performance under this Agreement. Such training shall, at a minimum, include the following, and all Dispatchers shall receive instruction or confirmation of proficiency in the following:
 - a. Basic telephone answering including all functions of the Dispatch center telephone system;
 - b. Use of the computer aided Dispatch (CAD) system(s);
 - c. Use of the Alaska Public Safety Information Network (APSIN);
 - d. Dispatch Center Policy and Procedures Manual;
 - e. Knowledge of the Borough, including the contacts and chain of command of the Borough;
 - f. Knowledge of the city and community boundaries in the Borough;
 - g. CPR, including annual refresher courses as required;
 - h. Emergency Medical Dispatch protocols and usage, including the ProQA software application in the CAD computer system;

- i. Use of the InterAct (or equivalent) computer aided Dispatch system and protocols, including proficiency in System Status Management (SSM) procedures;
 - j. U. S. Department of Transportation (DOT) Hazardous Materials Reference Guide; and,
 - k. Use of Enhanced 911 (E-911) software and system.
9. Palmer shall account for all funds received and expended under this Agreement, and such funds shall be accounted for in a separate section under the Palmer financial accounts.
10. Palmer shall expend funds under this Agreement for the sole and exclusive purpose of providing E-911 and Dispatch and related services for the Parties.
11. Palmer shall provide for an audit of the Dispatch funds to be made available to the Borough when Contractor's annual audit is completed which shall be no later than 120-days following the close of each Contractor budget year.
12. Palmer shall provide the Department of Emergency Services (DES) daily reports of all service calls and their respective information from the previous day (00:00 hours to 23:59:59 hours). Such reports will be sent to the DES office no later than 10:00a.m. on the following morning.
13. Palmer shall provide monthly reports (including year-to-date totals) to the Borough, and other (ad hoc) reports on an as-needed basis, to include but not limited to:
 - a. Total Calls – a report of all calls Dispatched by type of service;
 - b. E-911 Calls
 - i. Total E-911 calls taken;
 - ii. Time interval between Call Taken to Dispatch Time – an average of the time difference between the time the calls are answered by the E-911 call-taker to the time the calls are Dispatched to a station and/or field unit;
 - c. Service Area Response Times – a 90% fractile time-formatted report for each type of service Dispatched, for the following segments of Dispatch:
 - i. Time Dispatched to time enroute;
 - ii. Time enroute to time on-scene;
 - iii. Time on-scene to the time clearing the scene;
 - iv. Arrival time at hospital to time available for response; and
 - v. Time clearing the scene to time in-quarters.
 - d. Medical Calls Report – number of medical calls by type of chief complaint.
14. Palmer shall promptly notify the Borough of any operational problems or malfunctions of Borough owned and provided equipment, software or services.
15. Palmer shall coordinate with the Department of Emergency Services on a real-time, and/or on an as-needed basis. This may include frequent communications between the Department of Emergency Services and the Dispatch Center by a variety of methods: direct telephone, e-mail, fax, and/or radio communications.

16. Palmer shall coordinate with the Borough the release of E-911 information to the public (written documents, recordings of any phone and radio traffic, etc.) regarding any 9-1-1 calls and/or any Dispatch information involving Borough assets. The Contractor shall release such items to the Borough, upon request.
17. Palmer agrees to not modify, alter, or place any software on any equipment provided through the Borough without the prior written approval of the Borough, which shall provide prompt written responses to Contractor regarding the request for approval.
18. If this Agreement is extended beyond calendar year 2014, Contractor shall provide to the Borough a proposed annual budget no later than 45 days prior to the budget being adopted by Contractor, and Contractor agrees to consider the comments and recommendations of the Borough in that budget.

D. SERVICES PROVIDED BY THE BOROUGH

The Borough shall provide the following equipment and services and shall pay for the costs of the items listed below out of funds arising out of the E-911 surcharge and the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide multiple-position E-911 call-taking consoles (not including the furniture) and related software and equipment, including maintenance and repairs unless those repairs are a result of damage by Contractor, or its agents or employees, whether intentionally caused or not, but the Borough shall provide warranty work in any event.
2. Provide E-911 telephone circuits and network devices.
3. Provide the E-911 system to include software, database of maps and addresses, computer equipment and related items, including annual maintenance and repair, except damage caused by Contractor, its agents or employees, whether intentional or not, but the Borough shall provide warranty work in any event.

E. Borough shall provide the following equipment and services and shall pay for the costs of the items listed below, but the payment for the following shall not be credited to the Borough as part payment of its allocated share under this Agreement:

1. Provide an annual update of Borough operating procedures for Dispatch and provide any changes or modifications that may be required during the year.
2. Provide the Computer Aided Dispatch (CAD) system hardware and software; and, related maintenance and warranty. Any modifications or upgrades to the CAD system during this contract extension period will be at the sole discretion of the Borough.
3. Provide a radio system for the Dispatch of Borough emergency services such as fire, rescue, EMS, and emergency animal control.

4. Provide on an as-needed basis up to 12-hours-a-year in orientation training to new Dispatchers or as refresher training of current Dispatchers in Borough functions, operations and procedures.
5. Telephone lines and circuits to link Borough and the Dispatch center, including call forwarding lines and associated costs.
6. Borough shall promptly notify Contractor of any errors or omissions by Contractor, whether operational or otherwise, and Contractor will cure the problem.

F. RELATIONSHIP OF PARTIES

Palmer shall perform its obligations pursuant to the terms of this Agreement as an independent contractor of the Borough. The Borough shall participate with Palmer in an annual operational review of the Dispatch center and make recommendations on changes, modifications or improvements. The Borough shall not supervise or direct Palmer other than as provided in this section.

G. NON-DISCRIMINATION

In performing its duties and obligations under this Agreement, no party may discriminate against any person in violation of law.

H. ALLOCATION OF COSTS

1. Palmer shall provide the Borough with Palmer's written estimates of the total costs of operating the Dispatch center for FY 2013, reduced by any E-911 surcharge revenues provided by the Borough according to Section J, below.

I. PAYMENTS

1. The Borough agrees to pay to Palmer for Dispatch costs in the amount of \$848,550.
2. The Borough shall pay Palmer two semi-annual payments according to the following schedule:
 - a. 424,275 no later than July 31, 2014; and,
 - b. \$424,275 no later than January 30, 2015.

J. 911 SURCHARGE

By November first after each Borough fiscal year (July 1 through June 30), the Borough shall allocate to each City operating a Dispatch center the residual monies from the E-911 Revenue Surcharge as per Borough resolution.

K. USE OF E-911 DATA AND INFORMATION

Palmer shall provide training for the Dispatchers regarding the confidentiality and records access provisions of Borough's agreement with any and all Telephone Carriers connected to the E-911 system, based in part on Borough-supplied information specifying the training components.

L. TERMINATION FOR CONVENIENCE OF PARTIES

1. Either party may terminate this Agreement at any time by giving written notice to the other Parties of such termination, at least 180 days prior to the effective date of the termination.

2. Should Palmer terminate the Agreement, the Borough may negotiate other agreements with another party to continue the Dispatch functions.

M. MODIFICATIONS TO THE AGREEMENT

The Parties may, from time-to-time, require changes to this Agreement. Such changes must be agreed to by all Parties, in writing, prior to any change being implemented. Any such modifications or changes shall become a part of the Agreement.

N. THIRD PARTY BENEFICIARY

This Agreement is for the benefit of the Parties only and not for the benefit of any third party. The Parties understand and agree that, to the maximum extent possible all activities carried on hereunder concern the establishment, funding, use, operation or maintenance of an enhanced 911 system or are activities associated with those actions, and thus receive the immunity provided under AS 29.35.133 or AS 09.65.070 or both or any other law.

O. ASSIGNMENT

None of the Parties to this Agreement shall assign an interest in this contract and shall not transfer any interest in the same without the prior written consent of all Parties to this Agreement.

P. EFFECT OF WAIVER

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

Q. SEVERABILITY

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

R. GOVERNING LAW

Any civil action arising from this contract shall be brought in the superior Court for the Third Judicial District of Alaska at Palmer, only. The law of the state of Alaska shall govern the rights

and obligations of the Parties. The common law rule of construction against the drafter does not apply to this Agreement.

S. 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.

T. NOTICES

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

To the City of Palmer
City of Palmer
Chief of Police
231 West Evergreen
Palmer, Alaska 99645

Copy to:
City of Palmer
City Manager
231 West Evergreen
Palmer, Alaska 99645

To the Matanuska-Susitna Borough
Matanuska-Susitna Borough
Director of Emergency Services
680 North Seward Meridian Parkway
Wasilla, Alaska 99654

Copy to:
Matanuska-Susitna Borough
Borough Manager
350 East Dahlia Avenue
Palmer, Alaska 99645

U. ENTIRE 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 these contained herein, and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the Parties.

V. ACKNOWLEDGMENT

The Parties 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.

CITY OF PALMER

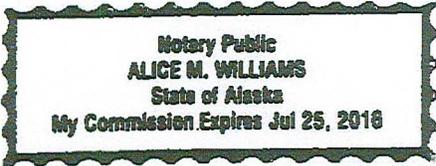


JOE HANNAN, Manager

Date 10/6/14

STATE OF ALASKA)
)ss
Third Judicial District)

On October 6, 2014, Joe Hannan personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.



Alice M Williams
NOTARY PUBLIC
My Commission expires: Jul 25, 2016

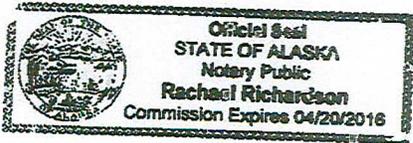
MATANUSKA-SUSTINA BOROUGH

[Signature]
JOHN MOOSEY, Manager

9-26-14
Date

STATE OF ALASKA)
)ss
Third Judicial District)

On September 26, 2014, John Moosey personally appeared before me, who is personally known to me to be the signer of the above document, and he acknowledged that he signed it.



Rachael Richardson
NOTARY PUBLIC
My Commission expires: April 20, 2016

**City of Palmer
Action Memorandum No. 16-055**

Subject: Discussing the Residency Requirement of the City Clerk Position.

Agenda of: August 23, 2016

Council Action: _____

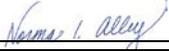
Originator Information:

Originator: Council Member Best and Council Member Combs
Date: August 9, 2016 **Requested agenda date:** August 23, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	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 (√):

- 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): None

Summary Statement:

On March 11, 2016, the interviews for the City Clerk occurred. An employment agreement was signed with the current City Clerk on March 18, 2016. On April 12, 2016, Ordinance No. 16-010 was adopted by the City Council, which adopted a residency requirement for the City Clerk to live within city limits.

Since employment with the City of Palmer, best efforts and due diligence have been made by the current City Clerk to find a residence within the city limits and she has not been able to find a residence.

It is requested the City Council approve the City Clerk reside within five miles of the city limits.