

Mayor Steven J. Carrington
Deputy Mayor Pamela Melin
Council Member Carolina Anzilotti
Council Member John Alcantra
Council Member Richard W. Best
Council Member Thomas Ojala IV
Council Member Joshua Tudor

City Manager John Moosey
City Clerk Shelly M. Acteson, CMC
City Attorney Sarah Heath, Esq.

City of Palmer, Alaska
Regular City Council Meeting
March 14, 2023, at 6:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.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. 23-16:** Confirming the Mayor's Nomination of Scott Work and Stacia Joyce for Appointment to the Airport Advisory Commission with Terms December 31, 2025
2. Approval of Minutes of Previous Meetings
 - A. February 28, 2023, Regular Meeting

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Polly-Beth Odom, Executive Director, Daybreak Incorporated
2. Proclamation – Sharing and Caring Day – Rabbi Mendy Greenberg

F. REPORTS

1. City Manager's Report
2. Mayor's Report
3. City Clerk's Report
4. City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

1. **Resolution No. 22-005B:** A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2022

I. ACTION MEMORANDA

1. **Action Memorandum No. 23-013:** Approving a Council Community Grant to Radio Free Palmer aka Big Cabbage Radio with Staff Recommendation of \$1,500
2. **Action Memorandum No. 23-014:** Approving a Council Community Grant to 49th State Street Rodders Association, Inc. with Staff Recommendation of \$2,500 In-Kind Donation
3. **Action Memorandum No. 23-015:** Authorize City Manager to Negotiate and Execute a Contract with Greene Garden Services for Seasonal Gardening/Horticultural Services in an Amount Not to Exceed \$48,540

J. UNFINISHED BUSINESS

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. EXECUTIVE SESSION

O. COUNCIL MEMBER COMMENTS

P. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
March 28, 2023	Regular	6 pm	
April 11, 2023	Regular	6 pm	
April 25, 2023	Regular	6 pm	
May 9, 2023	Regular	6 pm	
May 23, 2023	Regular	6 pm	

**City of Palmer
Action Memorandum No. 23-016**

Subject: Confirming the Mayor's Nomination of Scott Work and Stacia Joyce for Appointment to the Airport Advisory Commission with Terms Ending December 31, 2025

Agenda of: March 14, 2023

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

Originator Information:

Originator: Mayor Carrington via City Manager's Office

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 1,200

This legislation (√):

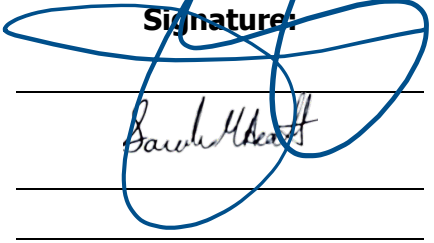
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 1,200
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 03-01-10-6059
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Airport Advisory Commission applications

Summary Statement/Background:

The Airport Advisory Commission is a seven-member board with two seats that expired December 31, 2022.

Public notice of this recruitment was posted on the City’s website, published in The Frontiersman, and posted on the City of Palmer’s social media sites.

The applicants met code requirements and after review, Scott Work and Stacia Joyce are nominated for appointment to fill the vacant seats.

Administration’s Recommendation:

Approve Action Memorandum No. 23-016.



City of Palmer • City Clerk's Office
231 W. Evergreen Ave. Palmer, AK 99645
Phone: (907) 761-1301 • Fax: (907) 761-1340

Application for City Board or Commission

Date: February 17th, 2023

Name of Board/Commission Applying For: Airport Advisory Committee

Name: Stacia Joyce

Residence Address: 6200 E Beechcraft Rd, Wasilla, AK 99654

Mailing Address: Same

Phone Number(s):

Home: _____ Work: _____ Cell: 907-350-1001

Email: sbippus@me.com

Employer: Air Methods/Neacola Mtn Air, LLC Occupation: Pilot/Business Owner

Member or active interest in the following organizations:

Whirly Girls

AOPA

99's

Women in Aviation

Please explain your reason for applying (if necessary, continue on back or on a separate sheet):

I fly the local medevac helicopter for LifeMed Alaska and I own and operate an FAA approved 141/61 Helicopter flight school located in the Mat-Su Valley. I am a user of the Palmer Airport both as a medevac pilot and as a flight school. I volunteer to speak to the aviation classes at the Career Technical High School, I work with Excel Alaska's aviation program etc...I am interested in being a part of the valley's aviation

You are welcome to attach an outline of your education, work and volunteer experiences, and other interests. Please note: this form and all of the information contained on the form is subject to the Public Records Act. All information will be treated as public information.

Signature Stacia Joyce Date 2-17-2023

For office use only:

Date Received: 2/17/23 Received By: [Signature] Attachments? Yes No

Appointed: Yes No AM No.: _____ Council Meeting Date: _____

Reappointment Date(s): _____

Date Left Board or Commission: _____

Stacia DeeAnn Joyce

6200 E Beechcraft Rd
Wasilla, AK 99654
907-350-1001
sbippus@me.com

FAA Licenses and Ratings:

Rotorcraft Helicopter: Private, Commercial, ATP, CFI-CFII

ASEL/ASES: Commercial, Private, Instrument

DPE in Rotorcraft Helicopters

Aircraft:

BH407, AS350, BH206, BH212/412, AW139, R44/R22, PA-18, Cessna 172, Cessna 152, Cessna 180. Previously OAS carded in AS350. Previously 133 carded in AS350 and BH212.

Education:

2007	Aircraft Accident Investigation Course University of Southern California Viterbi	Los Angeles, California
1993	B.A. Psychology, minor in Education University of Alaska Fairbanks	Fairbanks, Alaska

Experience:

November 2010-Present	Air Methods, LLC Line Pilot/Instructor Pilot Single pilot, NVG, EMS contract in South Central Alaska. Respond to remote scenes and inter-facility transports. Ground instructor and flight instructor in AStar 350. Supervised 7 pilots and oversaw and managed two Alaska bases. Secure LOA's with Anchorage Approach and ATC. Manage pilot schedule/records and pilot and medical crew member training. Provided initial and recurrent training to medical crewmembers and managed training files.	Wasilla, AK
March 2019-Present	Neacola Mtn Air, LLC Director of Operations/Chief Flight Instructor/Line Pilot Interface with the FAA concerning 135 Basic Certificate. Assist Chief Pilot with training new pilots. Wrote and implemented training program and General Operations Manual. Manage the Company's Anti-Drug and Alcohol program. Provide Primary and Advanced Flight Instruction in Robinson R22.	Wasilla, AK
April 2004-October 2010	Era Helicopters, LLC Lead Pilot/VFR Captain Utility, flight-seeing, IFR off shore operations throughout Alaska. Wrote utility contracts, assisted in developing training programs to fulfill contract requirements, conducted base safety audits and participated in accident/incident review. Conducted pilot training.	Anchorage, AK
November 2007-March 2009	Evergreen Helicopters, Inc Lead Pilot/Base Manager Flew single pilot EMS contract both in an AS350 and BH212. Maintained and managed pilot records, assisted in scheduling pilots, training. Conducted base safety audits, interfaced with FAA and OAS. Collaborated with company maintenance division to assure inspections were timely and aircraft were ready for contracts.	Anchorage, AK
July 2002-March 2005	Guidance Helicopters, Inc Flight Instructor/Base Manager Primary and advanced flight instruction in R22 and R44. Wrote a basic 135, to include a GOM and training manual, managed GHIs' financial aid program, wrote and managed VA financial program, opened and managed flight school in Montana.	Prescott, AZ/Whitefish, MT



City of Palmer • City Clerk's Office
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Phone: (907) 761-1301 • Fax: (907) 761-1340

Application for City Board or Commission

Date: 01/17/23

Name of Board/Commission Applying For: Airport Advisory Commission

Name: Scott Work

Residence Address: 515 E Dolphin Palmer AK 99645

Mailing Address: Same

Phone Number(s):

Home: Work: Cell: 907 982 5070

Email: Work.scott@yahoo.com

Employer: ACS Alaska Occupation: Systems admin

Member or active interest in the following organizations:

Fly fishers
Transportation Museum

Please explain your reason for applying (if necessary, continue on back or on a separate sheet):

Was an Aircraft mechanic in the Air force
for many years. Have an interest in aircraft

You are welcome to attach an outline of your education, work and volunteer experiences, and other interests. Please note: this form and all of the information contained on the form is subject to the Public Records Act. All information will be treated as public information.

Signature [Signature] Date 01/17/2023

For office use only:

Date Received: 1/17/23 Received By: [Signature] Attachments? Yes No

Appointed: Yes No AM No.: Council Meeting Date:

Reappointment Date(s):

Date Left Board or Commission:

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on February 28, 2023, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Mayor Steve Carrington, Deputy Mayor Pamela Melin, Richard W. Best, John Alcantra, Carolina Anzilotti, Joshua Tudor, and Thomas Ojala, IV

Staff in attendance:

John Moosey, City Manager
Shelly M. Acteson, CMC, City Clerk
Brad Hansen, Community Dev. Director

Sarah Heath, City Attorney
Holly Dubose, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda as presented

Moved by:	Best
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

E. COMMUNICATION AND APPEARANCE REQUESTS

1. Department of Transportation – Update on Glenn Highway Phase II Project by Dennis Linell, Consultant Design Manager and Sean Baski, Project Manager

Dennis Linell and Sean Baski gave an update on the Glenn Highway Phase II Project.

2. **Committee of the Whole:** Visitor Information Center Contract and Palmer Museum of History and Art Contract (Note: Action may be taken by the Council following the Committee of the Whole)
Motion made by to enter Committee of the Whole by Council Member Best & Council Member Ojala IV

Main Motion: To Enter into Committee of the Whole with members of the Palmer Museum of History and Art and their Attorney to Discuss Museum Contract and the Visitor Information Services Contracts, Entered at 6:18 pm, and Exited at 6:56 pm

Moved by:	Melin
Seconded by:	Best
Vote:	Unanimous Consent
Action:	Motion Carried

Mayor Carrington called for a recess from 6:58 pm to 7:05 pm.

F. REPORTS

1. City Manager’s Report

- Discussed a pension bill that is coming forward from the State.
- The mayor suggested giving special consideration for prioritizing snow clearing on streets where elder Palmer citizens reside.
- Dwayne Shelton, Police Chief and Manager Moosey met last week with the School District, regarding the Resource Officer vacancy and discussed placing a Palmer Officer in the schools as a Public Safety Officer.
- Provided an update on the library crisis.
- Manager Moosey asked the council for approval to sign a lease for a temporary library space, asset recovery and shoring up of the library, and approval of an RFP for an architect.

Main Motion: To allow the Manager to spend funds to lease temporary library space and shore up the library building

Moved by:	Best
Seconded by:	Melin
Vote:	Unanimous
Action:	Motion Carried

Main Motion: To Direct the Manager to put together an RFP for an Architect for the Library renovation, and bring the RFP back for Council approval

Moved by:	Best
Seconded by:	Anzilotti
Vote:	Unanimous
Action:	Motion Carried

Discussed followed and Manager Moosey responded to Council questions.

Manager Moosey brought for the updated City of Palmer 2023 Legislative Priorities white paper, which noted the addition of the Palmer Public Library. The Council unanimously voted in favor of updated version and changed the Palmer Public Library request to \$9.75 Million.

2. Mayor’s Report

- Provided a written report in the council packet.
- Council Member Best gave an update regarding his recent trip to AML in Juneau.
- Council Member Alcantra gave an update regarding his recent trip to AML in Juneau.
- Council Member Tudor attended the Palmer Chambers Annual meeting.

3. City Clerk’s Report

- No formal report.

- 4. City Attorney's Report
 - Working through the city's contracts.
 - Working on streamlining a template for contracts for uniformity.
 - Spoke regarding fund gifting regarding the Palmer library relief.

G. AUDIENCE PARTICIPATION

Cindy Hudgins:

- Spoke concerning certain books carried by the library.

Joseph Parreira:

- Gave an overview of the Palmer Family Park Project.

Jacki Goforth:

- Commented regarding book donations to the local libraries.

Susan Powder:

- Commented in support of the Palmer library.

Ruth Holbert:

- Spoke in support of the Palmer library and the community.

Lucy Stone:

- Commented on the books in the library.

Lloyd Therman:

- Spoke regarding the meeting content and library book content.

Mike Chmielewski:

- Spoke regarding book donations from Big Cabbage Radio.

Mark Spohn:

- Commented that City funds should not be paid to any contracted group if it's associated with inappropriate books.

H. PUBLIC HEARINGS

1. **Resolution No. 23-008:** A Resolution of the Palmer City Council Supporting the Knik Arm Crossing

Mayor Carrington opened the public hearing.

Seeing no one come forward, Mayor Carrington closed the public hearing.

Main Motion: To Approve Resolution No. 23-008: A Resolution of the Palmer City Council Supporting the Knik Arm Crossing

Moved by:	Melin
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

I. ACTION MEMORANDA

J. UNFINISHED BUSINESS

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

Palmer Family Park Flyer, DOT documents

M. AUDIENCE PARTICIPATION

Jacki Goforth:

- Commented regarding the Palmer Museum and library.

Mary Jo Parks:

- Commented regarding previous comments regarding the Palmer Museum.

Ileana Ojala:

- Commented negatively regarding certain content carried by the Palmer library.

Cindy Hudgins:

- Continuation of comments regarding the Palmer library books and Palmer Museum.

Bert Huptelle:

- Commented on the meeting and the books in the library.

Lloyd Therman:

- Thanked the Council for listening to comments from the public in attendance.

Joseph Parreira:

- Commented favorably on the Palmer Family Park project.

N. EXECUTIVE SESSION

O. COUNCIL MEMBER COMMENTS

Council Member Alcantra:

- Thanked Joseph Parreira for his presentation.

Council Member Tudor:

- Thanked the Palmer community for participating tonight.
- Thanked Manager Moosey for his work on the library issue.

Council Member Ojala:

- Thanked DOT speakers for coming to the meeting tonight.
- Thanked the Museum for their participation.
- Thanked Mr. Moosey for his response with the library collapse.
- Commented negatively regarding some books in the library.

Council Member Anzilotti:

- Thanked DOT for the highway project.
- Looking forward to a more transparent relationship with the library.
- Thanked Manager Moosey on the quick library decisions.
- Thanked Joseph Parreira for his presentation.

Deputy Mayor Melin:

- Thanked Manager Moosey for his response during the library disaster.
- Spoke regarding influence in the community from certain groups.
- Would like to see a firm policy established for books in the Palmer library.

Council Member Best:

- Appreciates the City coming together during the library disaster.
- Commented on transparency in the governing body and working relationships.

P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:55 p.m.

Approved this 14th day of March, 2023.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor



A PROCLAMATION HONORING EDUCATION AND SHARING DAY 2023

***WHEREAS*, the basis for the continuity of any society is education; and in the great city of Palmer the education of our youth is a priority; and**

***WHEREAS*, in order to achieve its highest goals, education must not only impart knowledge but also teach the students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; imparting moral and ethical values that have been the bedrock of society since the dawn of civilization, including the values known as the Seven Noahide Laws; and**

***WHEREAS*, the educational system must also focus on building character by emphasizing the cultivation of universal moral and ethical values that have been the bedrock of society from the dawn of civilization, including the values known as the Seven Noahide Laws; and**

***WHEREAS*, a global spiritual leader and leading advocate for the advancement of education, the Rebbe, Rabbi Menachem M. Schneerson, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and**

***WHEREAS*, such an education can nurture the unity of diverse peoples through encouraging increased acts of goodness and kindness, imbued with the awareness that even a single positive act of an individual can change the world and usher in a era of global peace, when there will "be peace within your walls, serenity within your mansions" (Psalms 122); and**

***WHEREAS*, "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works; and**

***WHEREAS*, April 2, 2023, will mark 121 years since the Rebbe's birth, capping a year in which thousands of new institutions and initiatives were launched throughout the world in tribute to this celebration; and**

***WHEREAS*, this year has an added significance as a year of "Hakhel," a biblical event of unity, education and spiritual growth emphasizing how every person is crucial to perfecting the world;**


NOW, THEREFORE, I, Steve Carrington, Mayor of Palmer, do hereby proclaim Sunday, April 2, 2023, to be: EDUCATION AND SHARING DAY in the city of Palmer and call upon everyone to work together to create a better

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Palmer to be affixed on this 14th day of March, 2023.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

City Seal:



Palmer Mayor's Report

March 14, 2023, Council Meeting

Committees, Communications and Appearances:

- **Action Memorandum No. 23-16:** Confirming the Mayor's Nomination of Scott Work and Stacia Joyce for Appointment to the Airport Advisory Commission with Terms December 31, 2025
- Approval of February 28, 2023, Regular Meeting Minutes

COMMUNICATIONS AND APPEARANCE REQUESTS

- Polly-Beth Odom, Executive Director, Daybreak Incorporated
- Proclamation – Sharing and Caring Day – Rabbi Mendy Greenberg


Public Hearings

Resolution No. 22-005B: A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2022

Basically, this resolution is budget housekeeping. Any monies not used from last year's budget have to be officially transferred to this years to keep our finance people happy who keep our auditors happy. It's a good thing.

Action Memoranda

- **Action Memorandum No. 23-013:** Approving a Council Community Grant to Radio Free Palmer aka Big Cabbage Radio with Staff Recommendation of \$1,500
- **Action Memorandum No. 23-014:** Approving a Council Community Grant to 49th State Street Rodders Association, Inc. with Staff Recommendation of \$2,500 In-Kind Donation
- **Action Memorandum No. 23-015:** Authorize City Manager to Negotiate and Execute a Contract with Greene Garden Services for Seasonal Gardening/Horticultural Services in an Amount not to Exceed \$48,540



Palmer Mayor's Report

The first two are community grant requests for the council to discuss and vote on. The Garden Services contract is for our garden area next to our Visitor Information Center that has been one of our summer jewels for residents and visitors


Palmer Public Library

As of the writing of this report we just received our report *“PALMER PUBLIC LIBRARY ROOF COLLAPSE Structural Observation Report February 28, 2023, PND Project Number: 231025”* That report is included in the Manager's Report for the March 14, 2023, Palmer City Council Meeting.

Essentially the bottom line (or the last paragraph of the report) talks about *“Therefore, this classifies the roof damage as “substantial structural damage” per the International Existing Building Code (IEBC).”* It's always good when the professionals come up with detailed and specific language to tell us what we kind of already knew.

Be that as it may, we still haven't heard much from the insurance company. But the city is working to lease a smaller space to be an operational “store-front” library in the interim. That space will only be a quarter of our normal library space. But it will have some essential resources available to the community and provide space for our library staff to work.

The next step is to reclaim the contents of our library. As we pull things out of the library, everything will need to be inspected for damage and dealt with appropriately. It will be much work, but I know that the people of Palmer will come together to overcome this disaster and we will end up with a better library for our community!



Palmer Mayor's Report

Resources:

<https://www.palmerak.org/city-managers-office/page/palmer-public-library-closed-until-further-notice-click-here-more>

- <https://www.knikbridgefacts.org/>
- <https://dot.alaska.gov/comm/pressbox/arch2022/PR22-0020.shtml>
- [https://www.muni.org/Departments/OCPD/Planning/AMATS/Documents/2027Ch12Reva\[1\].pdf](https://www.muni.org/Departments/OCPD/Planning/AMATS/Documents/2027Ch12Reva[1].pdf)
- The United Way Pamphlet (2 pages): <https://unitedwaymatsu.org/wp-content/uploads/2022/08/Matsu-United-Way-Pocket-Resource-Guide.pdf>
- The United Way Mat-Su Valley Resource Guide (57 pages): <https://unitedwaymatsu.org/wp-content/uploads/2022/08/March-2022-United-Way-Resource-Guide.pdf>
- Alaska Railroad: 100 Years Strong: <https://www.alaskarailroad.com/ArtPrint>
- Engine 557 Restoration Company: <http://557.alaskarails.org/>

Mayor Steve Carrington

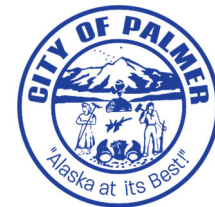


PALMER PUBLIC LIBRARY ROOF COLLAPSE Structural Observation Report

February 28, 2023

PND Project Number: 231025

PREPARED FOR:



CITY OF PALMER

**231 West Evergreen Avenue
Palmer, Alaska 99645**

PREPARED BY:



ENGINEERS, INC.

PND ENGINEERS, INC.

**625 South Cobb Street Suite 202
Palmer, Alaska 99645**

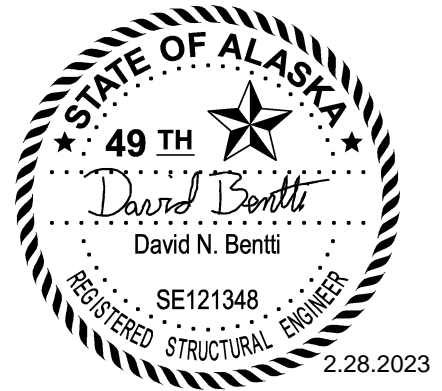
PREPARED BY

David Benti, P.E., S.E.
Elizabeth Swan, P.E.
Justin Lobdell, EIT

February 28, 2023
PND Project No.: 231025

CLIENT REPRESENTATIVE

Jude Bilafer
Public Works Director
City of Palmer
jbilafer@palmerak.org
(907) 745-3400



PND Engineers, Inc. | Palmer Office

David Benti

David Benti, P.E., S.E.
Principal

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1. INTRODUCTION

The roof of the Palmer Public Library suffered a partial collapse on February 15, 2023 at approximately 5:35 pm. The collapse occurred mainly over the children’s section of the library. However, surrounding areas were also impacted by the roof collapse. The City of Palmer engaged PND Engineers, Inc. (PND) to complete a structural observation of the building to document the extents of the visible damage, determine the cause of the collapse, if possible, and assess if the building is safe to enter to allow contractors to begin selective demolition, clean up and collection of building contents.

2. BACKGROUND

The Palmer Public Library is a single-story building, designed in 1984, that is approximately 11,500 square feet. The building is founded on a traditional concrete shallow foundation. The building uses a combination of concrete masonry unit (CMU) walls, steel columns and dimensional wood walls to support the wood framed roofs. The roof framing consists of glu-lam beams supporting engineered wood I-joists. The City of Palmer provided PND a complete set of record drawings for PND’s use and review. The record drawings indicate that the building was designed in accordance with the 1982 edition of the Uniform Building Code (UBC). The UBC was the building code used in many parts of the United States from 1927 to 1997. The UBC was replaced by the IBC after 1997.

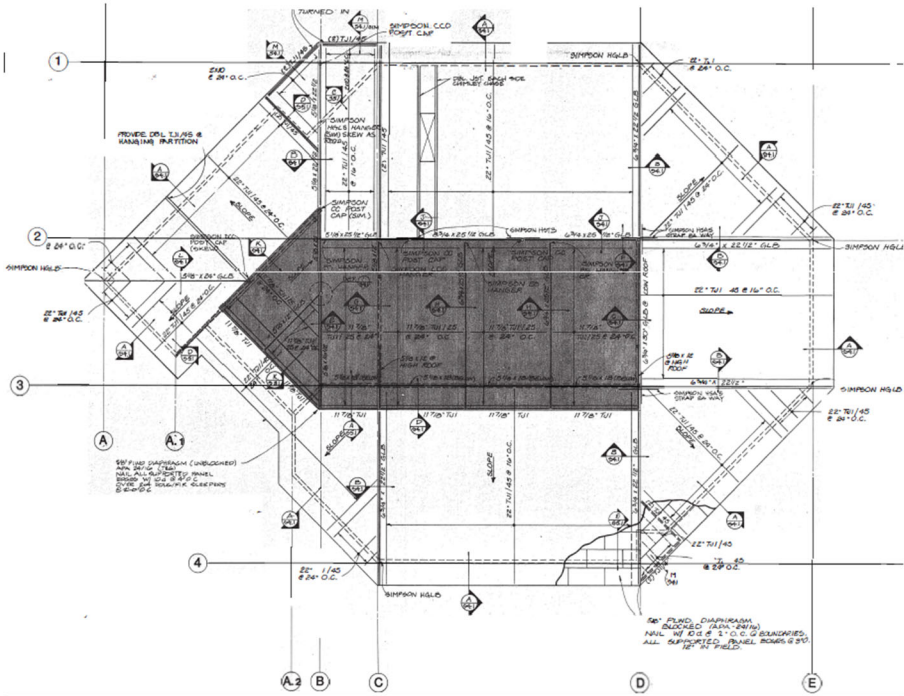


Figure 1: Roof Framing Plan

The record drawings specify that the roof was designed for a uniform roof snow load of 40 pounds per square foot (psf). It is possible that the original library designers may have considered additional snow loading to account for potential snow drifts. Snow drift loads are additional loads applied to the structure in addition to the uniform roof snow load in to account for the extra weight present on the roof in areas

where snow drifts are likely to accumulate. There are no notes within the record drawings that indicate snow loads beyond the 40 psf uniform roof snow load were considered. Snow drifts were likely not included in the original analysis as the 1982 UBC did not include specific provisions for snow drift loading, as these requirements were not widely recognized as necessary for building safety until later. Under the currently adopted 2021 version of the International Building Code (IBC), the code required uniform roof snow load for Palmer is still 40 psf. However, modern codes also include provisions to account for snow drifts.

David Benti and Elizabeth Swan from PND Engineers visited the Palmer Public Library on February 21, 2023 to observe structural components of the interior and exterior of the building. PND surveyor, Andrew Hamilton, also visited the site to fly a remote-controlled drone with a camera to provide a closer observation of the collapsed roof from the exterior of the building. This allowed for a more complete observation of the collapsed low roof while maintaining a safe distance.



Photo 1: Elevation of Roof Collapse

From the exterior of the building, PND observed that the lower roof over the children’s section had separated from the glu-lam beam supports and collapsed inward (**Photo 1**). PND also noted that the high roof line above the collapsed lower roof was visibly sagging. The source of this sag was not immediately clear from the ground level observation. Video footage obtained via the drone, showed that the glu-lam support beams that supported the low and high roof had been broken along their lengths (**Photo 2**).



Photo 2: Annotated Elevation of Roof Collapse

The top half to two thirds of the glulam beams had collapsed with the low roof and only the lower portion of the glu-lam beams remained on the steel support columns. The loss of the top portion of the lower glulam beam left the high roof members without support and they settled until they came to rest on the remaining portion of the broken glu-lam beam. **Figure 2** shows a sketch of the structural section as observed from the record drawings which shows how the low and high roofs were supported by the glulam beam prior to the failure. **Figure 3** shows the approximate post-collapse position of the remaining framing.

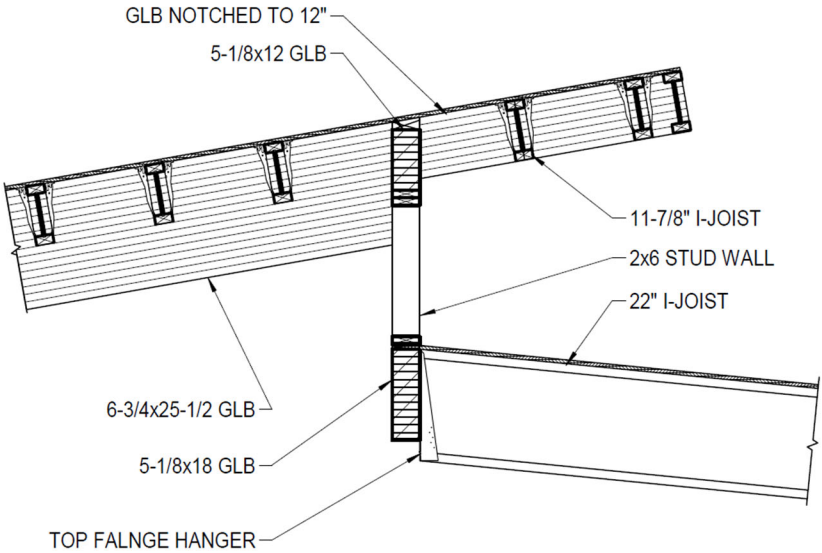


Figure 2: Roof Section before Collapse

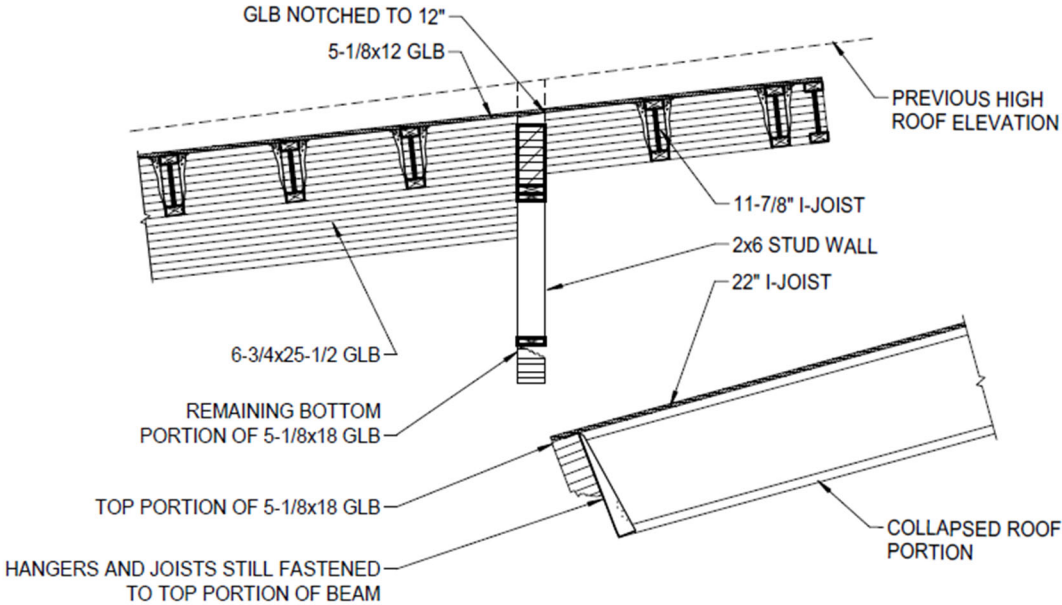


Figure 3: Roof Section After Collapse



Photo 3: Roof Snow Drift

PND was able to observe the snow drift on the intact portion of the low roof (**Photo 3**). The snow extends from the low roof up to the underside of the high roof overhangs making the snow drift approximately 3 feet deep. The drift appeared to have a very dense lower layer that was topped by two or more layers of softer drifted snow. PND was unable to gain safe access to this drift to take a weight measurement.

PND also reviewed the condition of the exterior CMU support wall. The wall was observed to be plumb and intact. No signs of damage or displacement were witnessed. Once the low roof debris is removed, a complete survey of the CMU wall should be performed.

PND entered the building from the loading dock entrance on the North side of the building and focused the initial observations on determining if the structural integrity of the high roof was sufficient to allow for safe movement further into the building to observe the area of collapse. Much of the library has hard lid ceilings which did not allow access for observation. In the areas where drop ceilings were present PND was able to remove ceiling tiles to see the structure above.



Photo 4: Beam Centered Over Column

The wood members above the ceiling grid were wrapped in gypsum wall board so a full observation of the members and their connections was not possible. However, PND was able to see that the beams were still centered over the interior columns and there was no evidence of large displacements of the roof beams along gridline 2 between grids C & D (**Photo 4**). PND recommends that the gypsum wall board in this area be removed to permit a full investigation of the area before other repairs are completed in the building. Based on the current limited review of this area, the beam and their connections appear to be intact.

PND was able to observe damage to the backside of the soffit framing over the circulation desk area from above the ceiling grid (**Photo 5**). This damage is the result of the high roof beams losing support along grid line 3 and dropping and crushing the soffits below. Since the soffit framing was firmly attached to the walls and columns below, they could not move downward without being crushed by the high roof (**Photo 6**). Much of this soffit framing is not

accessible for observation at this time. The soffit finishes should be removed in selected areas to allow for complete observation by an engineer before contractors begin clean up and repairs. This additional access will permit the engineer to determine the full extent of the damage and if the soffit needs to be removed to allow safe continued access to the area beneath it.



Photo 5: Damaged Soffit

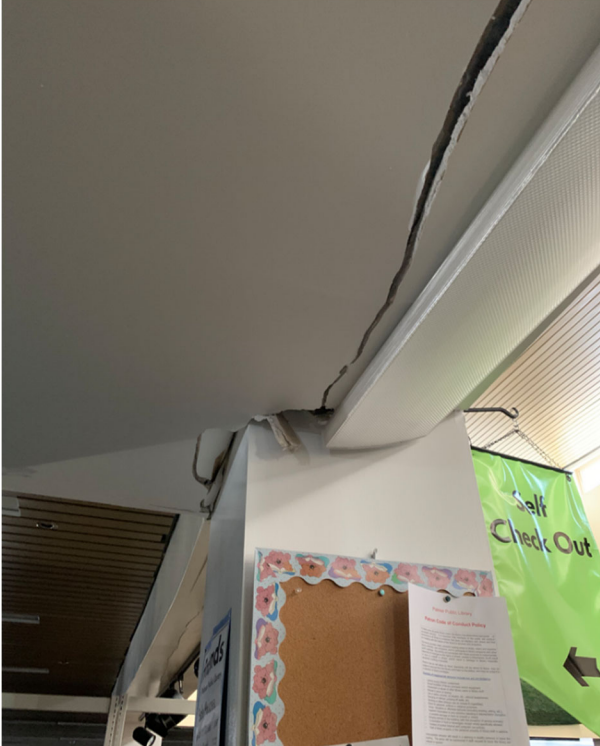


Photo 6: Crushed Soffit



Photo 7: Collapsed Framing and Remaining Soffit

After assessing the high roof, PND shifted the focus to reviewing the area of low roof collapse. The low roof framing came to rest on top of the bookcases. Because the structure is still partially suspended, the collapsed framing is obscured by the remaining soffit that was framed below the roof before the collapse (**Photo 7**). PND was able to see that the top portions of the glulam beams, that broke away from the supports, were still attached to the low roof wood I-joists. The wood I joists were still sitting within the light gauge steel top flange hangers (**Photo 8**). This observation meshes with the observations from the exterior of the building. PND was able to

observe some water staining on the beams due to past water exposure but PND did not witness any areas of wood rot during the site visit. The complete condition of the round steel support columns and high roof beams could not be ascertained since the elements were still covered with finishes. At least one steel column appeared to be deformed as viewed from the from the drone footage (**Photo 9**).



Photo 8: Joist in Top Flange Hangers



Photo 9: Damaged Steel Column

Figure 4 shows a roof plan from the building's record drawing with a summary of the damage observed during PND's site visit. This figure only identifies the areas of known damage. It is likely that additional damage will be discovered as building finishes are removed.

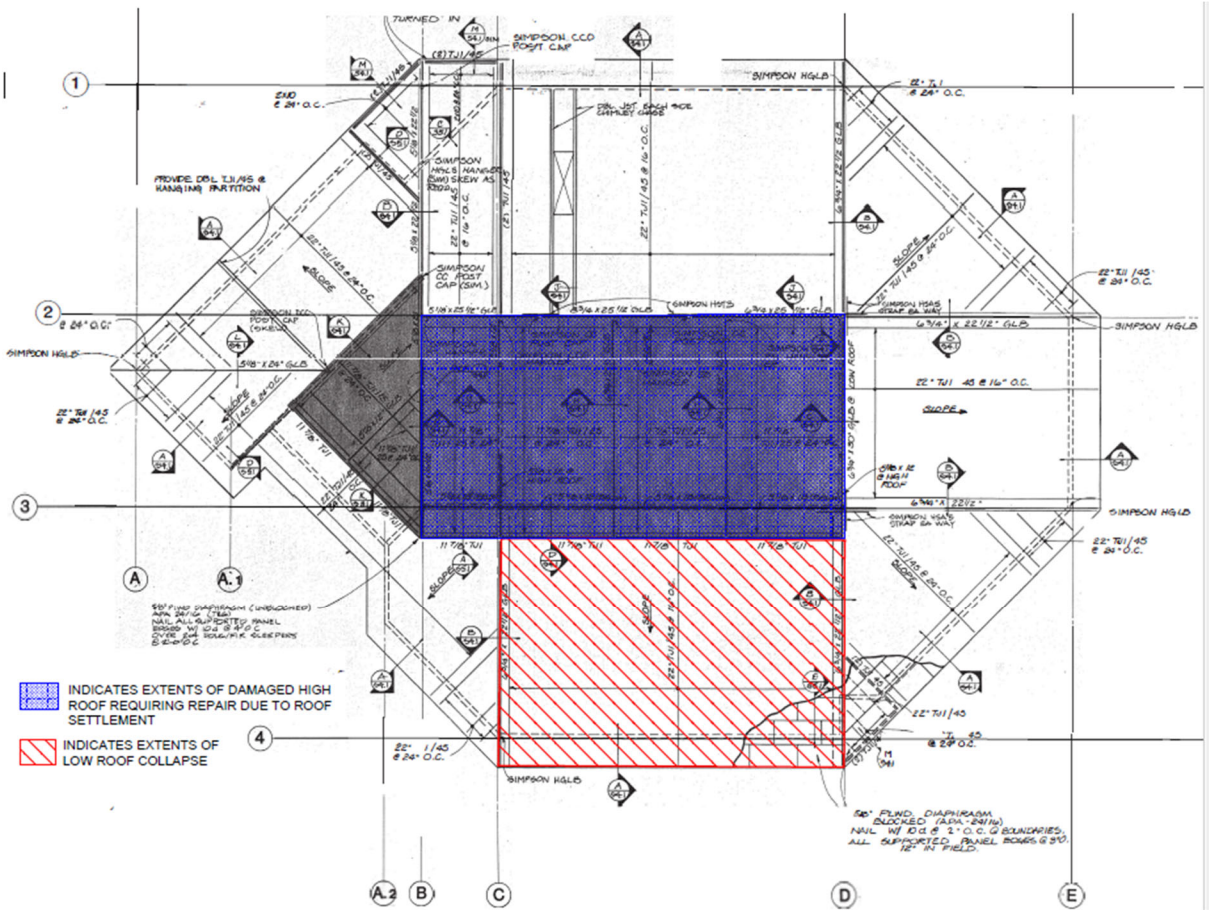


Figure 4: Summary of Observed Damage

3. RECCOMENDATIONS & CONCLUSIONS

After the site visit, PND performed calculations on the existing roof members to evaluate the expected capacity of the members when possible. The record drawings indicate that the low roof joists are Trus Joist TJI 45 series joists spaced at 16" on center. PND attempted to find legacy documents from the I-joist manufacturer to determine if these joists have the required capacity to support the uniform and snow drift loads. Unfortunately, PND was unable to find product data older than 1985 for the Trus Joist products. Therefore, PND could not verify the actual I-joist capacities per the original manufacturer. In the absence of this legacy data, PND chose to perform approximate calculations on joists by analyzing the modern-day joists that have the same flange dimensions as the joists observed in the field. The observed TJI 45 joists had 3-1/2" wide flanges which are similar to the modern I90 joists by Boise Cascade. Using this rough approximation, PND believes that the roof members were likely correctly sized for a uniform roof snow load of 40 psf. PND also reviewed the design of the low roof and high roof glu-lam beams and found that many of the members had very little reserve capacity left available after the application of the building self-weight and uniform snow load. PND then evaluated the low roof members with the

additional snow drift loading that would be required by the current building code. Current building code requires the application of a tapered snow drift over the 16.5 feet of low roof starting at the step between the high and low roofs along gridline 3. The snow drift adds 59 psf of snow load in addition to the 40 psf uniform snow drift and the tappers to zero over the 16.5 feet. **Figure 5** shows the snow drift diagram required by the current building codes. This drift loading was not required in the 1980s when the structure was designed. PND could not accurately review the 22" I-joists with the additional snow drift due to the lack of the legacy product data with the manufacturer's member capacities.

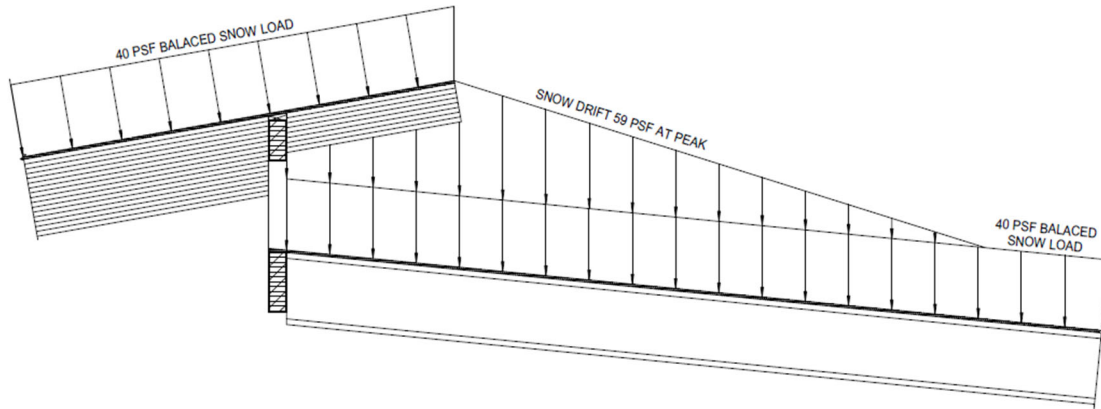


Figure 5: Code Required Snow Drift

With the additional snow drift loading, PND found that the 5-1/8" x 18" glu-lam beams supporting the low roof would be at 120% of their bending capacity. Even though the beams were found to be overstressed in bending, PND does not believe that this was the failure mechanism that led to the low roof collapse. The field observed damage to the beams does not appear to be from a bending failure. The beam failures appear to be the result of torsion on the glu-lam beams. The low roof joists were hung from one side of the glu-lam beam with top flange hangers. PND believes that the one-sided application of the high snow loads may have led to a rotational loading on the beams which exceeded their torsional capacity. Another possibility is that the low roof I-joists broke due to the high snow drift loading and the forces experienced during the collapse pulled the support beam apart. Both of these failure modes would have likely occurred before the glu-lam beams were overstressed in bending. Either of these failure modes would explain the observed longitudinal failures along the lengths of the support beams.

The failure of the lower roof glu-lam beams has left the high roof unsupported. PND strongly recommends that the high roof glu-lam beams be shored to provide support from the roof to the ground level before any recovery or repair efforts are conducted within the structure. Each high roof beam should be shored with either an 8x8 Douglas-Fir #1 timber post, a steel HSS4x4x5/16 column, or a steel shoring jack rated for 25,000 pounds. These posts shall be positively attached to the roof glu-lam beams and concrete slab to prevent movement during repairs. **Figure 6** shows the approximate locations of the recommended shoring posts. Once these shoring posts are in place, a contractor may begin to open up the damaged walls and soffits to allow a full observation of the structure. Once the full extent of the damage has been determined, the plans for cleanup and recovery of the structure may begin.

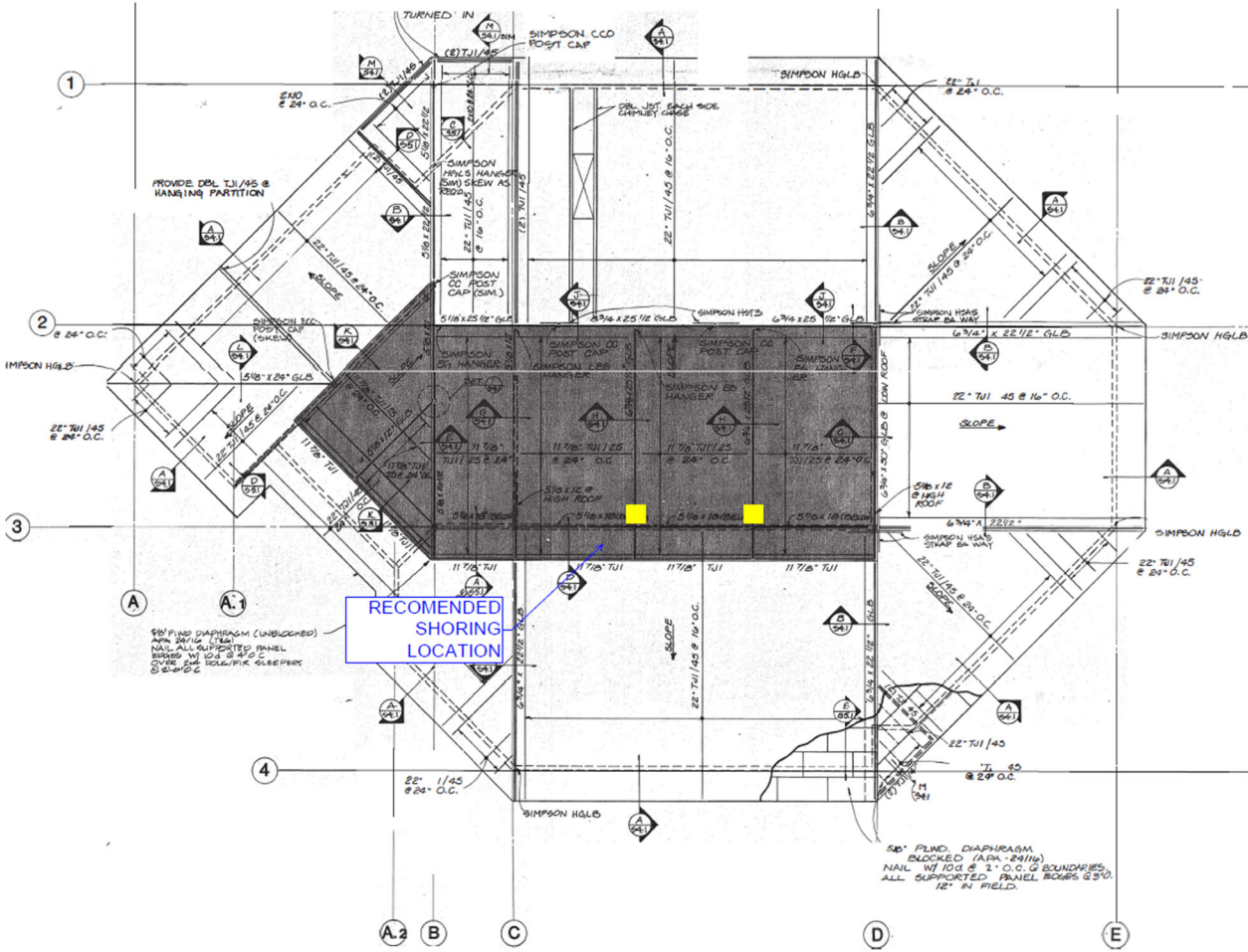


Figure 6: Approximate Shoring Locations

PND strongly recommends that the remaining snow drift on the low roof be removed by a qualified contractor prior to the commencement of other work. The removal of these drift will help migrate the potential for additional roof collapse. PND recommends the use of manlifts and/or roof rakes during the snow removal to minimize the personal on the roof as much as possible.

Finally, PND would like to emphasize that the extent of the structural roof damage exceeds thirty percent of the total roof area. Therefore, this classifies the roof damage as “substantial structural damage” per the International Existing Building Code (IEBC). Section 405.2.4 of the IEBC requires, “Gravity load-carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions for dead and live loads in the International Building Code. Snow loads shall be considered if the substantial structural damage was caused by or related to snow load effects. Undamaged gravity load-carrying components that receive dead, live or snow loads from rehabilitated components shall also be rehabilitated if required to comply with the design loads of the rehabilitation design.” This code provision requires that any components requiring repair or elements that support components that require repair will need to be designed for the loading specified in the current edition of the IBC.

**City of Palmer
Resolution No. 22-005 B**

Subject: Amending the 2022 City of Palmer Budget for the Fiscal Year Ending December 31, 2022

Agenda of: March 14, 2023

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

Originator Information:

Originator: Gina Davis, Finance Director

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **4,704,845 Total Net Increase All Funds**

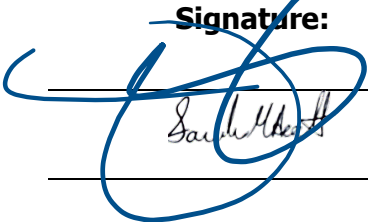
- This legislation (√):
- Creates revenue in the amount of: \$ 5,127,596 All Funds
 - Creates expenditure in the amount of: \$ 422,751 All Funds
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): Various Accounts see Resolution
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 22-005 B

Summary Statement:

The yearend budget amendment adjusts revenues and expenditures/expenses for additional revenue received, grants, reimbursed expenditures, and budget adjustments.

The General Fund (01) revenue adjustments include the following:

- Increase in the MTAEC Ice Rental revenue for hourly sheets of ice from original budget.
- Increase in the MTAEC Advertising Income from Matanuska Telephone Association from original budget.
- Increase in the MTAEC Open Skate revenue from original budget.
- Increase in the MTAEC Vending Machine revenue from original budget.
- Increase in the MTAEC Arena Concessions revenue from original budget.
- Increase in Real & Personal Property Tax revenue from original budget due to conservative budgeting using the same revenue figure from 2021.
- Increase in Sales Tax revenue from original budget due to conservative budgeting.
- Increase in Sales Tax Penalty & Interest revenue from original budget.
- Increase in Business License revenue from original budget.
- Decrease in Business License Penalty revenue from original budget.
- Decrease in Building Plans Review revenue from original budget.
- Increase in Building Permits revenue from original budget.
- Increase in Municipal Aid revenue from original conservative budget.
- Decrease in CO-op Taxes Electric & Telephone revenue from original budget.
- Increase in Grant Administrative Overhead revenue due to the State of Alaska legislative grant for the Wastewater Treatment Plant Clarifiers project.
- Decrease in Fines & Forfeitures revenue from original budget.
- Increase in Fine & Forfeitures Delinquent revenue from original budget due to increase garnishment from a larger PFD.
- Increase in Interest/Investment Earnings revenue from original budget due to the increase of interest rates.
- Decrease in Street Assessments Earnings revenue from original budget due to actual billings of street assessments.
- Increase in Credit Card Admin Fees revenue with the option to pay sales tax revenues by credit cards through the City's online sales tax portal and being charged a 3% convenience fee. January 2022 was the start of online sales tax payments and no budget was determined for this revenue stream.
- Increase in Property & Equipment Sales Public Works revenue for surplus items sold on the public auction website.
- Increase in Property & Equipment Sales Public Safety revenue for the surplus items sold on the public auction website.
- Increase in SART Revenue received from State Troopers to offset medical examinations of assault victims charged to police line item.
- Increase in Misc Income – Public Works revenue from original budget due to restitution for property damages.
- Increase in Misc Income – Community Services revenue from original budget due to extra depot cleanings, memorial plaque, etc.
- Increase in Misc Income – Public Safety revenue from original budget due to dispatch training reimbursed by MSB, APEI Insurance grants for protective/safety vests, forfeiture funds.
- Increase in Misc Income revenue from original budget due to MEA and MTA capital credits, NSF fees, postage reimbursements, record requests, etc.
- Increase to recognize PERS on Behalf from the State of Alaska offset by the PERS on Behalf expense.

- Increase to Insurance Reimbursement revenue for insurance claims made due to the January 2022 windstorm that affected the General Fund.

The General Fund (01) expenditures adjustments include the following:

- Decrease in Finance budget for salaries and benefits due to vacant Controller position, increase for Alaska Remote Sellers Sales Tax Fees for the collection of sales tax from the Alaska Remote Sellers Sales Tax Commission, decrease in Computer Hardware/Software, and an increase in PERS on Behalf expenditures for the General Fund to offset the revenue.
- Decrease in Community Development for Annexation Planning that did not take place in 2022 and a decrease in Community Planning to include the Stantec Study authorized by City Council for the portion only spent in 2022.
- Increase in Tourist Center for repairs to the public restrooms due the January 2022 windstorm.
- Non-Departmental Transfers out decrease due the funds not used at the Golf Course and only \$2,000 used at the Airport. Increases in Transfers Out due to repairs of property damaged by the January 2022 windstorm to include the Noah Meyer Field Dugouts and ballfield shed as well as future repairs at the Fire Training Center, restoration fees of Fire Training Center equipment garage damaged by water leak to be reimbursed by insurance, the additional purchase of two police vehicles authorized with AM 22-059, the purchase of a lawn mower for Parks & Facility, and the purchase of an additional vehicle for Public Works authorized with AM 22-062.
- Increases in the Police budget for SART examinations, fuel, repairs & maintenance, dispatch travel and training reimbursed by MSB.
- Decreases in the Fire budget for leave expense not used, a reduction in service fees and small tools & equipment line items.
- Decreases in the Library budget for power and repairs & maintenance.
- Decreases in the MTA Events Center budget for parttime salaries and bond interest expense due to paying off the bond early.

The Water-Sewer Fund (02) has an increase in revenues from original budget in Penalty, Credit Card Fees, Misc Income, PERS Relief, and Connection Fees. Water-Sewer Fund also had Insurance Reimbursement revenue for the January 2022 windstorm. Water-Sewer Fund expenses were increased for PERS on Behalf to offset the revenue, water transfers out to Fund 24 Capital for repairs of wind damaged property and equipment, and a decrease to sewer transfers out for the temporary loan from the General Fund for the second tranche of State of Alaska Coronavirus Local Fiscal Recovery Fund award that the City received in August of 2022 for the Wastewater Treatment Plant Clarifiers project.

The Airport Fund (03) has an increase in revenues from original budget in Property Taxes, Airport Sales Tax, Fuel Flowage Fee, Airport Revenue- Tiedowns, PERS Relief, Misc. Income and Insurance Reimbursement for damages at the Airport caused by the January 2022 windstorm. A decrease in Transfers From Other Funds for funds budgeted from the General Fund. Airport Fund (03) expenses include increases for PERS on Behalf, Repair & Maintenance, and Transfers Out to Fund 30 Airport Capital for additional work required by the FAA for an updated Disadvantaged Business Enterprise (DBE) Program for Palmer Airport. The Airport windstorm damages to lighting, signage, and flight center were expensed to the Airport operating budget.

The Solid Waste Fund (05) has increases in revenues form original budget in Penalty, Property & Equipment Sales for the sale of the old garbage truck, PERS Relief, and Insurance Reimbursement for the January 2022 windstorm for damaged garbage cans. Solid Waste Fund (05) expenses increased for PERS on Behalf. The expense for damaged garbage cans were expensed out of the operating budget of the Solid Waste Fund.

The General CIP Projects Fund (08) has an increase in revenue and expenditures for Transfers From Other Funds from the General Fund for the restoration fees for the damage to the Fire Training Equipment Garage, and repairs due to the January 2022 windstorm to the Noah Meyer Field Dugouts and senior ballfield shed as well as future repairs at the Fire Training Center.

The General CIP Equipment Fund (09) has an increase in revenue and expenditures for Transfers From Other Funds from the General Fund for the purchase of two additional police vehicles authorized with AM 22-059, the purchase of a lawn mower for Parks & Facility, and the purchase of an additional vehicle for Public Works authorized with AM 22-062.

The Water-Sewer Capital Projects Fund (24) has an increase in revenue of \$316,511 for the State of Alaska Coronavirus Local Fiscal Recovery Fund Award that was unearned revenue at year end 2021 since it was not expensed until 2022, so this would be recognizing the revenue spent in 2022. Transfer from Other Funds for insurance reimbursement for the January 2022 windstorm damage at Reservoir 4. Transfer from Other Funds – Construction for the balance required in the Construction Checking account. Water-Sewer Capital Projects Fund (24) expenses were increased for the repairs to Reservoir 4 damaged during the January 2022 windstorm.

The Airport Capital Projects Fund (30) has an increase in revenue for Transfers From Other Funds for the additional work required by the FAA for an updated Disadvantaged Business Enterprise (DBE) Program for Palmer Airport.

Administration’s Recommendation:

Approve Resolution No. 22-005 B

LEGISLATIVE HISTORY

Introduced by: City Manager, Moosey
Date: March 14, 2023
Public Hearing: March 14, 2023
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 22-005 B

A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2022

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the General Fund (01) revenues by \$3,658,875 and increasing General Fund (01) expenditures by \$304,406 for a net increase of \$3,354,469; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the Water-Sewer Fund (02) revenues by \$386,658 and decreasing the Water-Sewer Fund (02) expenses by \$540,868 for a net increase of \$927,526; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the Airport Fund (03) revenues by \$15,808 and increasing the Airport Fund (03) expenses by \$15,025 for a net increase of \$783; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the Solid Waste Fund (05) revenues by \$118,512 and increasing Solid Waste (05) expenses by \$3,457 for a net increase of \$115,055; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the General CIP Projects Fund (08) revenues by \$174,074 and increasing the General CIP Projects Fund (08) expenditures by \$174,074; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the General CIP Equipment Fund (09) revenues by \$122,526 and increasing the General CIP Equipment Fund (09) expenditures by \$122,526; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved decreasing the Golf Course Fund (15) revenues by \$17,078 for a net decrease of \$17,078; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the Water-Sewer Capital Projects Fund (24) revenue by \$657,721 and increasing Water-Sewer Capital Projects Fund (24) expenses by \$333,631 for a total net increase of 324,090; and

WHEREAS, at the March 14, 2023, council meeting the manager presented budget amendments and the City Council approved increasing the Airport Capital Projects Fund (30) revenue by \$10,500 and increasing the Airport Capital Projects Fund (30) expenses by \$10,500.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends the 2022 budget as follows:

Line item description	Current 2022 Budget	Proposed Amendment	Amended 2022 Budget
GENERAL FUND (01)			
General Fund (01) Revenues:			
01-00-00-3001 Ice Rental	\$ 205,000	\$ 58,000	\$ 263,000
01-00-00-3005 Advertising Income	\$ 15,000	\$ 5,000	\$ 20,000
01-00-00-3007 Open Skate	\$ 5,000	\$ 6,568	\$ 11,568
01-00-00-3016 Vending Machines	\$ 4,000	\$ 4,560	\$ 8,560
01-00-00-3019 Arena Concessions	\$ 0	\$ 17,729	\$ 17,729
01-00-00-3110 Real & Personal Property Taxes	\$ 1,355,000	\$ 245,582	\$ 1,600,582
01-00-00-3130 Sales Tax	\$ 8,250,000	\$ 2,300,000	\$ 10,525,000
01-00-00-3131 Sales Tax Penalty & Interest	\$ 75,000	\$ 14,576	\$ 89,576
01-00-00-3210 Business Licenses	\$ 55,000	\$ 26,580	\$ 81,580
01-00-00-3211 Business Licenses Penalty	\$ 12,000	\$ (6,020)	\$ 5,980
01-00-00-3218 Building Plans Review	\$ 50,000	\$ (7,636)	\$ 42,364
01-00-00-3221 Building Permits	\$ 75,000	\$ 18,210	\$ 93,210
01-00-00-3350 Municipal Aid	\$ 45,000	\$ 170,431	\$ 215,431
01-00-00-3362 Co-op Taxes Elec & Tele	\$ 125,000	\$ (25,100)	\$ 99,900
01-00-00-3440 Grant Administrative Overhead	\$ 2,500	\$ 180,902	\$ 183,402
01-00-00-3510 Fines & Forfeitures	\$ 23,000	\$ (14,150)	\$ 8,850
01-00-00-3511 Fines & Forfeitures-Delinq	\$ 45,000	\$ 30,190	\$ 75,190
01-00-00-3610 Interest/Investments Earnings	\$ 5,000	\$ 6,010	\$ 11,010
01-00-00-3632 Street Assessments Earn	\$ 10,000	\$ (6,635)	\$ 3,365
01-00-00-3640 Credit Card Admin Fees	\$ 0	\$ 14,897	\$ 14,897
01-00-00-3662 Property & Equip Sales PW	\$ 0	\$ 114,616	\$ 114,616
01-00-00-3663 Property & Equip Sales PS	\$ 0	\$ 8,148	\$ 8,148
01-00-00-3685 SART Revenue	\$ 0	\$ 14,064	\$ 14,064
01-00-00-3687 Misc Income – PW	\$ 0	\$ 500	\$ 500
01-00-00-3689 Misc Income – Comm Services	\$ 811	\$ 1,335	\$ 2,146
01-00-00-3689 Misc Income – Public Safety	\$ 11,944	\$ 15,159	\$ 27,103
01-00-00-3690 Misc Income	\$ 0	\$ 14,465	\$ 14,465
01-00-00-3691 PERS Relief	\$ 0	\$ 235,148	\$ 235,148
01-00-00-3693 Insurance Reimbursement	\$ 0	\$ 215,746	\$ 215,746
TOTAL GENERAL FUND REVENUE AMENDMENTS		\$ 3,658,875	
General Fund (01) Expenditures:			
Finance Department:			
01-01-10-6011 Regular Salaries	\$ 453,539	\$ (34,000)	\$ 419,539
01-01-10-6012 Regular Benefits	\$ 375,640	\$ (30,360)	\$ 345,280
01-01-10-6025 ARSSTC Fees	\$ 0	\$ 75,000	\$ 75,000
01-01-10-6017 Gen Fund PERS On Behalf	\$ 0	\$ 235,148	\$ 235,148
01-01-10-6095 Gen Fund IT Hard/Software	\$ 50,000	\$ (23,000)	\$ 27,000
Total Finance Department Amendments		\$ 222,788	
Community Development Department:			
01-01-12-6070 Annexation Planning	\$ 45,000	\$ (45,000)	\$ 0
01-01-12-6071 Community Planning	\$ 35,000	\$ (20,000)	\$ 15,000
Total Community Development Amendments		\$ (65,000)	

Line item description	Current 2022 Budget	Proposed Amendment	Amended 2022 Budget
Tourist Center:			
01-01-20-6045 Repairs & Maintenance	\$ 2,000	\$ 17,926	\$ 19,926
Total Tourist Center Amendments		\$ 17,926	
Non-Departmental:			
01-01-70-6078 Transfers Out	\$ 1,981,204	\$ (109,395)	\$ 1,871,809
01-01-70-6078 Transfers Out	\$ 1,871,809	\$ 156,702	\$ 2,028,511
01-01-70-6078 Transfers Out	\$ 2,028,511	\$ 17,372	\$ 2,045,883
01-01-70-6078 Transfers Out	\$ 2,045,883	\$ 75,146	\$ 2,120,029
01-01-70-6078 Transfers Out	\$ 2,120,029	\$ 11,380	\$ 2,132,409
01-01-70-6078 Transfers Out	\$ 2,132,409	\$ 36,000	\$ 2,168,409
Total Non-Departmental Amendments		\$ 187,205	
Police Department:			
01-12-10-6029 Services	\$ 35,000	\$ 14,064	\$ 49,064
01-12-10-6035 Fuel	\$ 35,000	\$ 10,000	\$ 39,000
01-12-40-6045 Repair & Maintenance	\$ 10,000	\$ 5,000	\$ 15,000
01-12-70-6024 Travel	\$ 4,000	\$ 4,246	\$ 8,246
01-12-70-6026 Training	\$ 3,500	\$ 1,727	\$ 5,227
Total Police Department Amendments		\$ 35,037	
Fire Department:			
01-13-10-6019 Leave Expense	\$ 8,000	\$ (8,000)	\$ 0
01-13-10-6029 Services	\$ 16,000	\$ (11,000)	\$ 5,000
01-13-10-6046 Small Tools & Equipment	\$ 28,024	\$ (16,000)	\$ 12,024
Total Fire Department Amendments		\$ (35,000)	
Library Department:			
01-19-10-6032 Power	\$ 38,000	\$ (15,500)	\$ 22,500
01-19-10-6045 Repairs & Maintenance	\$ 10,000	\$ (5,300)	\$ 4,700
Total Library Amendments		\$ (20,800)	
MTA Events Center Department:			
01-19-40-6013 PT Salaries	\$ 112,736	\$ (25,000)	\$ 87,736
01-19-40-6062 Interest Expense	\$ 30,500	\$ (12,750)	\$ 17,750
Total MTA Events Center Department Amendments		\$ (37,750)	
TOTAL GENERAL FUND EXPENDITURES AMENDMENTS		\$ 304,406	
WATER-SEWER FUND (02)			
Revenues:			
02-00-00-3609 Penalty	\$ 25,000	\$ 22,982	\$ 47,982
02-00-00-3615 Insurance Reimbursement	\$ 0	\$ 340,563	\$ 340,563
02-00-00-3640 Credit Card Fees	\$ 4,500	\$ 2,306	\$ 6,806
02-00-00-3690 Misc Income	\$ 0	\$ 575	\$ 575
02-00-00-3691 PERS Relief	\$ 0	\$ 17,832	\$ 17,832
02-00-00-3694 Connection Fees	\$ 12,000	\$ 2,400	\$ 14,400
TOTAL WATER-SEWER FUND REVENUE AMENDMENTS		\$ 386,658	
Expenses:			
02-01-10-6018 PERS On Behalf	\$ 0	\$ 9,509	\$ 9,509
02-01-10-6078 Transfers Out	\$ 228,875	\$ 333,631	\$ 562,506
02-01-50-6018 PERS On Behalf	\$ 0	\$ 8,323	\$ 8,323
02-01-50-6078 Transfers Out	\$ 1,439,995	\$ (892,331)	\$ 547,664
TOTAL WATER-SEWER FUND EXPENSES AMENDMENTS		\$ (540,868)	

Line item description	Current 2022 Budget	Proposed Amendment	Amended 2022 Budget
AIRPORT FUND (03)			
Revenues:			
03-00-00-3110 Property Taxes	\$ 24,448	\$ 2,505	\$ 26,953
03-00-00-3130 Airport Sales Tax	\$ 42,000	\$ 8,281	\$ 50,281
03-00-00-3375 Fuel Flowage Fee	\$ 8,500	\$ 12,416	\$ 20,916
03-00-00-3430 Airport Revenue – Tiedowns	\$ 50,000	\$ 10,732	\$ 60,732
03-00-00-3691 PERS Relief	\$ 0	\$ 3,325	\$ 3,325
03-00-00-3693 Insurance Reimbursement	\$ 0	\$ 22,644	\$ 22,644
03-00-00-3673 Transfers From Other Funds	\$ 46,395	\$ (44,395)	\$ 2,000
03-00-00-3690 Misc Income	\$ 0	\$ 300	\$ 300
TOTAL AIRPORT FUND REVENUE AMENDMENTS		\$ 15,808	
Expenses:			
03-01-10-6018 PERS On Behalf	\$ 0	\$ 3,325	\$ 3,325
03-01-10-6045 Repair & Maintenance	\$ 45,000	\$ 1,200	\$ 46,200
03-01-10-6078 Transfers Out	\$ 0	\$ 10,500	\$ 10,500
TOTAL AIRPORT FUND EXPENSES AMENDMENTS		\$ 15,025	
SOLID WASTE FUND (05)			
Revenues:			
05-00-00-3609 Penalty	\$ 7,000	\$ 4,700	\$ 11,700
05-00-00-3662 Property & Equip Sales – SW	\$ 0	\$ 107,300	\$ 107,300
05-00-00-3691 PERS Relief	\$ 0	\$ 3,457	\$ 3,457
05-00-00-3693 Insurance Reimbursement	\$ 0	\$ 3,055	\$ 3,055
TOTAL SOLID WASTE FUND REVENUE AMENDMENTS		\$ 118,512	
Expenses:			
05-01-10-6018 PERS On Behalf	\$ 0	\$ 3,457	\$ 3,457
TOTAL SOLID WASTE FUND EXPENSES AMENDMENTS		\$ 3,457	
GENERAL CIP PROJECTS FUND (08)			
Revenues:			
08-00-00-3673 Transfers From Other Fund	\$ 175,000	\$ 174,074	\$ 349,074
TOTAL GENERAL CIP PROJECTS FUND REVENUE AMENDMENTS		\$ 174,074	
Expenses:			
08-01-12-6168 W22 Community Services	\$ 0	\$ 26,687	\$ 26,687
08-01-12-6169 W22 Public Safety – Fire	\$ 0	\$ 130,015	\$ 130,015
08-01-13-6225 Restoration/Construction	\$ 0	\$ 17,372	\$ 17,372
TOTAL GENERAL CIP PROJECTS FUND EXPENSES AMENDMENTS		\$ 174,074	
GENERAL CIP EQUIPMENT FUND (09)			
Revenues:			
09-00-00-3673 Transfers From Other Fund	\$ 1,104,338	\$ 122,526	\$ 1,226,864
TOTAL GENERAL CIP EQUIPMENT FUND REVENUE AMENDMENTS		\$ 122,526	
Expenses:			
09-01-10-6048 Police Vehicles Replacement	\$ 139,103	\$ 75,146	\$ 214,249
09-01-10-6051 Com Dev Equipment	\$ 39,232	\$ 11,380	\$ 50,612
09-01-10-6054 Public Works – Equipment	\$ 820,286	\$ 36,000	\$ 856,286

Line item description	Current 2022 Budget	Proposed Amendment	Amended 2022 Budget
TOTAL GENERAL CIP EQUIPMENT FUND EXPENSES AMENDMENTS		\$ 122,526	
GOLF COURSE FUND (15)			
Revenues:			
15-00-00-3673 Transfers From Other Funds	\$ 65,000	\$ (65,000)	\$ 0
15-00-00-3615 Insurance Reimbursement	\$ 0	\$ 47,922	\$ 47,922
TOTAL GOLF COURSE FUND REVENUE AMENDMENTS		\$ (17,078)	
WATER-SEWER CAPITAL PROJECTS FUND (24)			
Revenues:			
24-00-00-3380 CSLFRF Grant Revenue	\$ 2,421	\$ 316,511	\$ 318,932
24-00-00-3673 Transfers From Other Funds	\$ 605,355	\$ 333,631	\$ 938,986
24-00-00-3683 Transfer From Other Funds - Construction	\$ 163,605	\$ 7,579	\$ 171,184
TOTAL WATER SEWER CAPITAL PROJECTS FUND REVENUE AMENDMENTS		\$ 657,721	
Expenses:			
24-52-10-6220 Reservoir 4 Engineering Serv	\$ 0	\$ 18,000	\$ 18,000
24-52-10-6226 Reservoir 4 Repairs	\$ 0	\$ 315,631	\$ 315,631
TOTAL WATER SEWER CAPITAL PROJECTS FUND EXPENSE AMENDMENTS		\$ 333,631	
AIRPORT CAPITAL PROJECTS FUND (30)			
Revenues:			
30-00-00-3673 Transfers From Other Funds	\$ 136,000	\$ 10,500	\$ 146,500
TOTAL AIRPORT CAPITAL PROJECTS FUND REVENUE AMENDMENTS		\$ 10,500	
Expenses:			
30-30-10-6275 Matching Capital Funds	\$ 9,864	\$ 10,500	\$ 20,364
TOTAL AIRPORT CAPITAL PROJECTS FUND EXPENSE AMENDMENTS		\$ 10,500	

Approved by the Palmer City Council this ____ day of _____, 2023.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

**City of Palmer
Action Memorandum No. 23-013**

Subject: Approving a Council Community Grant to Radio Free Palmer aka Big Cabbage Radio in the amount of \$1,500 to Install an Auto Start Backup Generator at Downtown Studio

Agenda of: March 14, 2023

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

Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Certification of Funds:

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

This legislation (√):


- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 1,500
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6068 Council Community Grants
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Council Community Grant Rubric and Application

Summary Statement/Background:

Big Cabbage Radio has demonstrated a commitment to the Palmer community by sharing useful, accurate information both during normal times as well as when citizens are faced with disasters from flood, fire, earthquake, and blizzards. Remaining on the air during disasters has been demonstrated to be a critical aspect of their mission. Big Cabbage Radio's Chief Operating Officer has been an appointed media member of the Matsu Borough's Local Emergency Planning Committee for 8 years. The station is well connected to emergency services in order to provide timely accurate information to citizens.

Administration's Recommendation:

Approve Action Memorandum No. 23-013.



City of Palmer • City Clerk's Office
231 W. Evergreen Avenue • Palmer, AK 99645
Phone: (907) 761-1301 • Fax: (907) 761-1340

Council Community Grant Application

Program Information

Program, service, project, or event title: Install Auto Start Backup Generator at downtown Studio
Date(s) of program, service, project, or event: March 15 to April 15 2023

Applicant Information

Name: Michael Chmielewski
Address: 716 S. Alaska St.
City: Palmer State: AK Zip: 99645
Phone: 907-982-7149 Email: manager@radiofreepalmer.org

Organization Information

Name of organization/group: Radiofreepalmer aka Big Cabbage Radio
Type of organization/group: Non-profit Volunteer group Other: _____

Funding Request

Amount of Request: \$ 1500
Matching funds provided by applicant: \$ 5000 (MEA grant); 3500 from donations and existing funds
Type of funds requesting: Cash In-Kind In-Kind Type: _____

Remittance Information

Remit Payment to: Manager Radiofreepalmer
Address mail check to: 716 S. Alaska St
City: Palmer State: AK Zip: 99645
Phone: 907-982-7149 Email: manager@radiofreepalmer.org



Eligibility

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

Radio Free Palmer dba Big Cabbage Radio has grown to be an important community asset over the past 11 years.

Our mission is to build, inform, and celebrate community. We are the best source for information on the school district, borough, and City of Palmer. Our combination of local and syndicated shows has something to appeal to everyone.

Like community radio stations across the country, our broadcast becomes essential during emergencies. We have worked over many years to make sure it stays up. Our three transmitter sites in Lazy Mountain, Sutton and Glacier View have been outfitted with autostart backup generators and UPS units. Our studio is outfitted with UPS units and a manual start generator. In both the January 2022 windstorm and the recent blizzard, we found that setting up the generator and getting it started was not feasible. We plan to install an autostart backup up generator so that we can broadcast during emergencies.

In the words of one listener during the December 23-25, 2022 blizzard:
Thanks for the weather & power outage report you just broadcast. You are awesome!
We still do not have power but your radio is our lifeline to the local news tonight.

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

We believe that Big Cabbage Radio has demonstrated a commitment to the Palmer community by sharing useful, accurate information both during normal times as well as when citizens are faced with disasters from flood, fire, earthquake and blizzards.

Our mission as a community radio station is to facilitate the transparency that the City Council has committed to.

Remaining on the air is the foundation of our service.

Project Scope of Work

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

With the receipt of the MEA grant for \$5000 we have ordered the backup generator, obtained a Palmer building permit and solicited bids for installation. Our additional fund raising - including this grant request - will allow us to go ahead with the install. Our studios are located in downtown Palmer at 716 S.Alaska St. across from the Palmer Depot. The generator will be installed at the rear of the building. Installation will happen as soon as we have the funds.

Community Benefit

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

Remaining on the air during disasters has been demonstrated to be a critical aspect of our mission. Big Cabbage Radio's Chief Operating Officer has been an appointed media member of the MatSu Borough's Local Emergency Planning Committee for 8 years. The station is well connected to emergency services in order to provide timely accurate information to citizens.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
MEA	\$ 5000	\$	\$ 5000
City of Palmer	\$ 1500	\$	\$ 1500
Donations and RFP funds	\$ 3500	\$	\$ 3500
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 10000	\$	\$ 105000

Expenditures:

Item/Service:	Cash	In-Kind	Total
Generator	\$ 5000	\$	\$ 5000
Switch etc.	\$ 2500	\$	\$ 2500
Install	\$ 2500	\$	\$ 2500
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Totals	\$ 10000	\$	\$ 10000

Matching Funding Source

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

Yes MEA grant.

Post Event Report

Describe how you propose to provide a post-event report with details on the economic impact, how funding was spent on the sole purpose for which it was awarded, and if any unspent money is to be returned to the city (provide an expected date).

Written report and presentation to the Council.

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

Applicant signature: Michael Chumley

Date: 2023-2-21

For Office Use Only

Date received by City Clerk's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council: Approved Denied

Amount Approved: \$ _____

Date applicant notified of request outcome: _____

I-9 Form Submitted (for taxable organizations only): _____

Project Name: Auto Start Backup Broadcast Generator Date Received: 2-21-23

Reviewer Name: JOHN MOOSEY Date Reviewed: 2-22-23

Has the event previously received City funding? Y N List Years/Amounts:
 If yes, was the Post Event Report completed? Y N NA

Required Elements:

- Accessible to all members of the community
- Takes place in/within one mile of Palmer City Limits

Expectations				Points
	10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.	10
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	10
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.	10
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.	8
Total:				58

**City of Palmer
Action Memorandum No. 23-014**

Subject: Approving a Council Community Grant to 49th State Street Rodders in the amount of \$2,500 In-Kind for their Valley Chrome & Wheel Car Show

Agenda of: March 14, 2023

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

Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **2,500 In Kind**

This legislation (√):

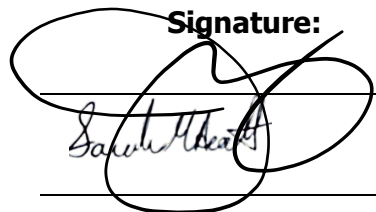
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 2,500 In Kind
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6068 Council Community Grant
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Council Community Grant Rubric and Application

Summary Statement/Background:

Our "Valley Chrome & Wheel" Car Show will benefit Palmer by bringing a lot of people to Palmer. People will come to show their vehicles or attend the car show and they will see other areas of Palmer. Last year we had well over 1,100 people attend our 3-day MTA event. This is a popular car show that kicks off the Summer and car shows season in Alaska and looked forward to by many. We invite local food trucks to come out but along with these food trucks people will be eating in local restaurants and visiting local shops. We encourage local businesses, Alaska Raceway Park, O'Reilly Auto Parts, and others who have interest in cars and the community to set up booths as well as other nonprofits like the Veterans and AARP. This car show is not the only involvement we have with the City of Palmer but the beginning. We rely on the turnout at the MTA "Valley Chrome & Wheel" Car Show as support for other big summer shows in Palmer like are "Hot Summer Nights" and the "Colony Days Car Show". If you have ever been in Downtown Palmer for those shows you know we have a large turnout, that people come from miles around to show off their vehicles and see the beautiful cars and enjoy our charming city. So, by sponsoring this project you are really supporting 3 in total not counting the smaller shows we have at Palmer business during the summer. Our car club relies heavily on the city of Palmer and the community for its support.

Administration's Recommendation:

Approve Action Memorandum No. 23-014.



Council Community Grant Application

Program Information

Program, service, project, or event title: "Valley Chrome & Wheel" Car Show
Date(s) of program, service, project, or event: May 4th, 5th, 6,th and 7th of 2023

Applicant Information

Name: 49th State Street Rodders
Address: P.O.Box 891
City: Palmer State: Alaska Zip: 99645
Phone: 907-745-8276 Email: ak49statestreetrodders@gmail.com

Organization Information

Name of organization/group: 49TH STATE STREET RODDERS ASSOCIATION INC,
Type of organization/group: Non-profit Volunteer group Other: _____
501-C7

Funding Request

Amount of Request: \$ 2,500.00
Matching funds provided by applicant: \$ _____
Type of funds requesting: Cash In-Kind In-Kind Type: Ice Arena Use

Remittance Information

Remit Payment to: 49th State Street Rodders
Address mail check to: P.O. Box 891
City: Palmer State: Alaska Zip: 99645
Phone: 907-745-8276 Email: ak49statestreetrodders@gmail.com,

Eligibility

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

The 49th State Street Rodders is a nonprofit car club of approximately 100 members, our central theme is to have fun, companionship, share car information and history of all vehicles. Right now our oldest vehicle is a 1915 Ford farm truck and our 'newest is a 2022 Ford Mustang. We have a lot of different makes and models in-between as well as cycles and works in progress, so as you can see we cover a wide spectrum. Many of our members have more than one vehicle that they show. We love to speak to the community and spectators about our cars, trucks, vintage and classic vehicles. We talk to and show our vehicles to all ages. We answer their questions and give them advice on their own projects. All our events are free to the public both to attend and show a vehicle. I am happy to say that we seem to be attracting some younger members and are starting to get some youth interested in classic cars. We had the grandson of a member approach us about helping to get kids interested last year and we have taken him up on the offer. This young man had taken a motorcycle apart and totally restored it and is only 14 years old. Amazing and I love his enthusiasm. I am sure he will be a great help in getting the younger generation interested. We also work with a local high school and support them and their car restorations.

Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

We have had this event the "Valley Chrome & Wheel" Car Show for years now. Around 10 years I believe. Last year we had a great show even in the mists of the final days of Covid and its battle to keep us down and stop us from getting back to normal in our lives. Our three day car show in May at the MTA Events Center and Ice Rink last summer had around 1,100 people attend and vote for their favorite vehicle. We had a large turnout of vehicles showing in the arena and then had 2 days of "Day Tripping" cars that could not stay overnight but showed up in the cordoned off area in the parking lot. This event promotes Palmer, and the MTA Event Center and Ice Rink, promotes tourism by bringing people and other car clubs in from all over Alaska and lets people see what a wonderful place Palmer is to live. It brings enjoyment to many and brings a lot of families out doing things together.

Project Scope of Work

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

Our car show is a 4 day event. We wish to have it at the MTA Ice Rink and Event Center as we have in past year, We need use of the ice rink from May 4th thru May 7th of 2023. Thursday May 4th is not open to the public but the day we use to stage all of our vehicles. The Car Show starts and is open to the public Friday May 5th from 4:00pm to 8:00pm. Saturday May 6th we are open to the public from 10:00am to 8:00pm and Sunday May 7th we are open from 10:00am to 4:00pm. We give out trophies for different classes (12 of them) at 3:45pm Sunday so we can have all our vehicles out of the arena and the area cleaned up to return the Rink clean and in the condition we received it by 6:00pm. The show will be run by dedicated officers, directors and members of the 49th State Street Rodders who give many hours of their time in preparation of this event as well as time spent staging the cars, we provide security during the times we are open to the public by patrolling the area and cleaning up at the end of the show. We are not a cash based club and we never charge for our shows to attend or participate. All our activities are for the love of our vehicles and to support our community.

Community Benefit

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

Our "Valley Chrome & Wheel" Car Show will benefit Palmer by bringing a lot of people to Palmer. People will come to show their vehicles or attend the car show and they will see other areas of Palmer. Last year 2022 we had well over 1,100 people attend our 3 day MTA event. This is a popular car show that kicks off the Summer and car shows season in Alaska and looked forward to by many. We invite local food trucks to come out but along with these food trucks people will be eating in local restaurants and visiting local shops. We encourage local businesses, Alaska Raceway Park, O'Reilly Auto Parts and others who have interest in cars and the community to set up booths as well as other nonprofits like the Veterans and AARP. This car show is not the only involvement we have with the City of Palmer but the beginning. We rely on the turnout at the MTA "Valley Chrome & Wheel" Car Show as support for other big summer shows in Palmer like are "Hot Summer Nights" and the "Colony Days Car Show". If you have ever been in Downtown Palmer for those shows you know we have a large turnout, that people come from miles around to show off their vehicles and see the beautiful cars and enjoy our charming city. So by sponsoring this project you are really supporting 3 in total not counting the smaller shows we have at Palmer business during the summer. Our car club relies heavily on the city of Palmer and the community for its support.

Detailed Budget

Revenue:

Source:	Cash	In-Kind	Total
Memberships	\$ 500.00	\$ _____	\$ 500.00
Club Officers / Members Labors	\$ _____	\$ 2,500.00	\$ 2,500.00
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
Totals	\$ 500.00	\$ 2,500.00	\$ 3,000.00

Expenditures:

Item/Service:	Cash	In-Kind	Total
Trophies	\$ 500.00	\$ _____	\$ 500.00
Event Rental Space	\$ _____	\$ 2,500.00	\$ 2,500.00
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
Totals	\$ 500.00	\$ 2,500.00	\$ 3,000.00

Matching Funding Source

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

We are a car club that survives off of our membership dues, sponsorships and the dedication and volunteer work of our members. We already have all the supplies for our show and the only outlay of funds will be for the 12 Trophies given out on the final day of the car show.

Post Event Report

Describe how you propose to provide a post-event report with details on the economic impact, how funding was spent on the sole purpose for which it was awarded, and if any unspent money is to be returned to the city (provide an expected date).

I will send a letter after the show with how many attended, how many vehicles were registered and pictures of the event. There shouldn't be any leftover money because we are looking for in-kind sponsorship of use of the MTA Ice Arena not any actual cash. But if there is any money left over it will be returned to the City of Palmer.

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

Applicant signature: 

Date: 2/8/23

For Office Use Only

Date received by City Clerk's Office: _____

City Council agenda date: _____

Action Memorandum No.: _____

City Council: Approved Denied

Amount Approved: \$ _____

Date applicant notified of request outcome: _____

I-9 Form Submitted (for taxable organizations only): _____

Project Name: Valley, Chrome & Wheel Car Show

Date Received: 2.10.23

Reviewer Name: John Moosey

Date Reviewed: 2.10.23

Has the event previously received City funding? Y N List Years/Amounts: 2022 in kind
 If yes, was the Post Event Report completed? Y N

Required Elements:

- Accessible to all members of the community
- Takes place in/within one mile of Palmer City Limits

		Expectations			Points
		10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.		9
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.		10
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.		10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.		10
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.		9
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.		10
				Total:	58

**City of Palmer
Action Memorandum No. 23-015**

Subject: Authorize City Manager to Negotiate and Execute a Contract with Greene Garden Services for Seasonal Gardening/Horticultural Services in an Amount not to Exceed \$48,540

Agenda of: March 14, 2023

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

Originator Information:

Originator: Brad Hanson, Community Development Director

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	<u>B. Hanson</u>	February 23, 2023
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 48,540.00

- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ 48,540.00
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are ():
 Budgeted Line item(s): 01-01-20-6030
 Not budgeted _____

Director of Finance Signature: *[Signature]*

Approved for Presentation By:

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

Attachment(s):

- 1. Contract - Greene Garden Services
- 2. RFP For Seasonal Gardening/Horticultural Services

Summary Statement/Background:

Action Memorandum No. 23-015 authorizes the City Manager to negotiate and sign a contract with Greene Garden Services, an independent contractor, to provide seasonal gardening and horticultural services to the City in 2023 for an amount not to exceed \$48,540, this represents a 3% increase from 2018 contract amount.

The gardens at the Palmer Visitors Centers and other floral displays on City property have been designed and tended by seasonal contractors since the mid 1990's. Green Garden Services has had the contract since 2014. The city posted a Request for Proposals (RFP) for Gardening/Horticultural Services on the city website on January 13, 2023, and advertised the RFP twice in the Frontiersman newspaper. Two proposals were submitted in response to the RFP. The proposals were from A-1 Lawn & Landscaping and Greene Garden Services. A two-member evaluation team reviewed and scored the proposals. The proposal from Greene Garden Services was the top ranked proposal.

The evaluation criteria listed in the RFP and points awarded by the evaluators are on the attached scoring sheets.

	A-1 Lawn and Landscaping		Green Garden Services	
	Evaluator 1	Evaluator 2	Evaluator 1	Evaluator 2
Scores	65	70	86	88
Total Scores	135		174	

The contract period for these services is a three-year term with the potential for three additional one (1) year terms if deemed in the best interest of the City and only by the mutual written agreement of the parties. It is recommended that the contract be awarded to Greene Garden Services.

Funding for the proposed contract amount of \$48,540 was approved in the FY2023 Budget.

Administration's Recommendation: Approved Action Memorandum No. 23-015.

Professional Services Agreement

Between

City of Palmer
and
Green Garden Services
200 E. Ravenview Dr.
Wasilla, AK 99654

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the City of Palmer, Alaska, a municipal corporation (City) and Alicia Greene of Greene Garden Services (Service Provider). The City desires to retain Service Provider to provide the gardening and/or horticultural services upon the terms and conditions hereinafter set forth and Service Provider is willing to perform such services.

Recitals:

Whereas, the City of Palmer maintains the garden located at the Palmer Visitor's Information Center, the planters located at the Palmer Depot and the Palmer City Hall and other various flower beds located around the City as part of the City of Palmer's Community Beautification Program; and

Whereas, as the City desires to retain gardening and/or horticulture services to maintain these locations to assist the City in this program; and

Whereas, the City issued a Request for Proposals on January 13, 2023, and Greene Garden Services did submit a proposal and proceeded through the Selection Process as outlined in the January 13, 2023 RFP; and

Whereas, Greene Garden Services had the highest evaluation from the Selection Team; and

Whereas the Palmer Selection Team has presented its findings and recommended that the Palmer City Council award this contract to Greene Garden Services.

Therefore, Greene Garden Services was awarded this contract by the Palmer City Council on _____.

1. Definitions

"City" is the City of Palmer.

"Service Provider" is Greene Garden Services.

"Manager" is the manager of the City of Palmer or his authorized representative.

"Term" has the meaning set forth in Section 3.

"Services" mean the professional [and other] services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"Statement of Work" or "SOW" means the Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

2. Services

- A. The Service Provider shall perform all the services provided for by this Agreement which are described with particularity in "Exhibit A" entitled Statement of Work attached hereto and incorporated by reference as if fully set forth herein.
- B. Statement of Work shall include the following information, if applicable:
 - (1) detailed description of the Services to be performed pursuant to the Statement of Work;
 - (2) the date upon which the Services will commence and the term of such Statement of Work;
 - (3) the names of the Service Provider Contract Manager and any Key Personnel.
 - (4) the fees to be paid to Service Provider under the Statement of Work.

3. Term, Renewal and Non-Appropriations Clause

- A. Term. The services of the Service Provider shall commence upon execution of this Agreement by the City and shall terminate, subject to the provisions of this Agreement or three (3) years after execution of this Agreement.
- B. Renewal. This professional services agreement may be renewed for three (3) additional one (1) year terms by the mutual written agreement of the parties.
- C. Non-Appropriations Clause. Any continuation or renewal of this Agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the City Council. The City may terminate the agreement and the Service Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice if, for any reason, funding is not appropriated.

4. Service Provider's Obligations

The Service Provider shall:

- A. Provide the Services according to the Statement of Work in Exhibit A.
- B. Designated Administrator. The services to be furnished by the Service Provider shall be administered, supervised, and directed by the Service Provider. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Service Provider shall appoint a successor in interest subject to a written approval of the City of Palmer.
- C. Personnel. Service Provider will utilize only its employees, no subcontractors are permitted without written permission from the City.
- D. Compensation. Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

- E. Timely Performance. Service Provider acknowledges that time is of the essence with respect to Service Provider's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, and other requirements in this Agreement and the Statement of Work, is strictly required.

5. City's Obligations

The City Shall:

- A. Designate an Administrator. The City Manager will be the administrator and the point of contact for the Service Provider for this Agreement to cooperate with and communicate with the Service Provider for matters related to the Services.
- B. Provide Access. The City Manager will provide such access to the City's premises and facilities as may be reasonable by requested by Service Provider for the purpose of performing the agreed services.
- C. Make Payment. The City will make payments to Service Providers according to the Timetable listed on Exhibit B.

6. Payment Terms

- A. Subject to the provisions of this Agreement, payment of the total sum for all services of **\$48,540** will be paid according to Exhibit B attached hereto and incorporated herein by reference.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing(s) of value to the Service Provider in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or directs costs the Service Provider may incur in the performance of its obligations under this Agreement have already been included in computation of the Service Provider's fee and may not be charged to the City.
- C. The City will pay to the Service Provider the amount set forth in Exhibit B which shall constitute the full and complete compensation for the Service Provider's professional services. That sum will be paid on receipt of billings submitted pursuant to the schedule set forth in Exhibit B. If not identified within Exhibit B, normal billing cycle is 30 calendar days from receipt of an approved invoice.
- D. No payment will be disbursed until the completed task and associated expenditures have been approved by the City Manager.
- E. All invoices must be submitted in duplicate and addressed as follows: City of Palmer, Community Development Dept., 645 E. Cope Industrial Way, Palmer, AK 99645
- F. It is expressly understood and agreed that the total compensation paid to the Service Provider shall not exceed **\$48,540**.

7. Representations and Warranties

Each party represents and warrants to the other party that:

- A. It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of the State of Alaska.
- B. It has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder.
- C. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- D. when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

Service Provider's Representation and Warranty, and Manner of Performance.

- A. Service Provider hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Service Provider is a professional in the subject area in which services are to be provided and the Service Provider has the experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
- B. Service Provider accepts the relationship of trust and confidence between the Service Provider and the City. Service Provider covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

8. Termination

- A. Termination for Cause. If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner the obligations under this Agreement OR if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Service Provider shall be entitled to receive compensation in accordance with the payment provisions of Exhibit "B" of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit "A" of this Agreement and the other terms of this Agreement.
- B. Termination for Convenience. The City at its sole discretion may terminate this agreement in whole or in part at any time without cause by providing at least thirty (30) days prior written notice to the other party. The service provider shall be entitled to receive compensation in accordance with the payment provisions of Exhibit B of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit A of this Agreement.
- C. Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly deliver to City all finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Service Provider under this Agreement.

9. Modifications

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

10. Confidential Information.

Any reports, information, data or other materials, given to, prepared by, or assembled by the Service Provider under this Agreement shall not be made available to any third-party individual or organization by the Service Provider without the prior written approval of the City.

11. Audits and Inspections.

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

12. Service Provider's Requirement to Pay City Tax Obligations.

The Service Provider has an obligation to the City to keep their taxes current. Any violation of lack of payment of tax, assessment, lease, sale or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall cause the Service Provider to not be awarded this Agreement or if already awarded, this Agreement may be terminated for cause under Section 8. The Service provider has ten (10) calendar days from receipt of written notice sent by the City to cure the delinquency. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the Service Provider.

13. Indemnification.

Service Provider shall defend, indemnify, and hold harmless City and its officers, directors, employees, agents, successors, and permitted from and against all Losses arising out of or resulting from any third-party claim, suit, action, or proceeding including attorney fees, arising out of or resulting from: (1) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and (2) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

14. Insurance.

At all times during the Term of this Agreement the Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 0001 (Edition 01/96) covering Commercial General Liability.
2. Insurance Services Office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".
3. Workers' Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this Agreement on a form acceptable to the City.

B. Minimum Limits of Insurance

Service Provider shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, and advertising injury. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims-made form, the Service Provider shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability:

Workers' Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily Injury by Accident -	\$1,000,000 each accident
Bodily Injury by Disease -	\$1,000,000 each employee
Bodily Injury by Disease -	\$1,000,000 policy limit

4. Professional Liability:

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims-made form, the Service Provider shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Service Provider to combine an excess liability or umbrella policy with the general liability, auto liability or employers' liability. In the instance where the Service Provider purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Service Provider may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Service Provider shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees

and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability:
 - a. The City, its Administrator, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider premises owned, occupied, or used by the Service Provider or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees, and volunteers.
 - b. The Service Provider's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees, and volunteers shall be excess of the Service Provider insurance and shall not contribute to it.
 - c. The Service Provider insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employer's Liability:

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Service Provider.
3. All Insurance:

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Service Provider or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Service Provider to the attention of the City's Purchasing Officer.

E. Acceptability of Insurers

Insurance is to be placed with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Service Provider shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. Subcontractors:

Service Provider will not subcontract out work under this agreement without the written permission of the City. Service Provider shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractor shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this Agreement, which shall result in immediate termination of the Agreement, pursuant to Section 8.

15. Force Majeure

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

16. Miscellaneous Provisions

- A. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court of the Third Judicial District of the State of Alaska in Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.
- B. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.
- A. Permits, Laws and Taxes. The Service Provider shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Service Provider under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Service Provider shall pay all taxes pertaining to its performance under this Agreement.
- B. Relationship of the Parties. The Service Provider shall perform its obligations hereunder as an independent contractor of the City. Service Provider is associated with the City only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted professional services pursuant to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect

to the indebtedness, liabilities, and obligations of the Service Provider or any other party.

- C. Public Statements: Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, beyond the scope of this Agreement or without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- D. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- E. Notice. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City: City of Palmer
Community Development Dept.
645 E. Cope Industrial Way
Palmer, AK 99645

Service Provider: Greene Garden Services
Attn: Alicia Greene
200 E. Ravenview Dr.
Wasilla, AK 99654
- F. Entire Agreement. This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- G. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- H. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- I. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement.

Fund Verification

Fund source and verification of funds for this project: FY 2023

Funding Source: 01-01-20-6030

Verified by

Date

City of Palmer

Greene Garden Services

John Moosey, City Manager

Alicia Greene

SERVICE PROVIDER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 20_____, _____ personally
appeared before me,

- 1. [] who is personally know to me
- 2. [] whose identity I proved on the basis of _____
- 3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness

to be the signer of the Agreement for Green Garden Services and she acknowledged that she signed it.

Notary Public
My Commission expires: _____

CITY OF PALMER

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 20_____, John Moosey personally appeared before me, who
is personally known to me, to be the signer of the above document, and he acknowledge that
he signed it on behalf of the City of Palmer

Notary Public
My Commission expires: _____

Exhibit A
Statement of Work
Seasonal Gardening/Horticultural Services

Description of Activities:

1. Spring cleanup, fertilization, and other early seasonal maintenance.
2. Acquisition and planting of seeds and transplants of annual crops.
 - a) Colorful annual flowering plants; and
 - b) Periodic planting of vegetable crops that are commercially produced in the Matanuska Valley.
3. Season long maintenance of Visitor Garden to include mowing, planting, weeding, watering as well as general cleanup and repair as needed, and miscellaneous tree trimming, hedge trimming, plant care and replacement.
4. Appropriate cleanup and closeup at end of season (approximate end date is September 30).
5. Planting and Maintenance Activities:
 - a) Visitor Garden and nearby trees and shrubs; and
 - b) Annual and perennial plants and shrubs around and near the Visitor Center and restroom buildings; and
 - c) Depot planter; and
 - d) Two main intersections beds; and
 - e) Two City Hall plant beds and adjacent planting; and
 - f) Planters located along Alaska Street and Colony Way; and
 - g) Planters located in park adjacent to library parking lot; and
 - h) Welcome to Palmer Planter.
6. Plant Material Acquisition:
 - a. All annual plants required for the above-mentioned spaces; and
 - b. Potted plants for placement in front of City Hall and other locations mentioned above.
7. Ongoing Activities to be Continued:
 - a) Inventorying and labeling of plant species in and around the Visitor Center and Visitor Garden; and
 - b) Removal of pruning of selected overgrown or declining trees and shrubs in the Visitor Garden; and
 - c) Additional plot reconstruction.
8. Periodic Assistance from Palmer Community Development Parks and Facilities Department:
 - a) Short term assistance for placement of any large perennial plants; and
 - b) Watering and fertilization of planters and plots located away from Visitor Center/Garden site.

EXHIBIT B
Budget Proposal

Payments	Monthly TOTAL
March 1	\$7,495
April 1	\$7,435
May 1	\$7,515
June 1	\$6,045
July 1	\$12,240
September 15	\$7,810
Contract TOTAL	\$48,540

An



Request for Proposals 23-01CD

Seasonal Gardening/Horticultural Services for the City of Palmer

**City of Palmer
231 W. Evergreen Ave.
Palmer, AK 99645**

**Deadline for Submittal:
February 10, 2023
No later than 2:00 p.m.**

Issued: January 13, 2023

**REQUEST FOR PROPOSALS
RFP 23-01CD**

SEASONAL GARDENING/HORTICULTURAL SERVICES

City of Palmer, Alaska

Request for Proposal Schedule – The dates listed below are estimates and subject to change without notice:

Request for Proposal Issued	January 13, 2023
All Questions or Inquires to RFP Due – By 5 p.m.	February 3, 2023
Due Date for Proposals – By 2:00 p.m.	February 10, 2023
Proposal opening – 2:15 p.m. City Council Chambers 231 W. Evergreen Avenue, Palmer	February 10, 2023
Intent to award Notice	February 15, 2023
Award of Contract by City Council	February 21, 2023
Contract Begins	February 22, 2023

1.0 Background

The City of Palmer maintains the garden at the Palmer Visitor’s Information Center, planters at the Palmer Depot and City Hall, and various flower beds in the City as part of its community beautification program.

2.0 Purpose

The City is issuing a Request for Proposals from professionals with experience in gardening and/or horticulture services to assist the City in the community beautification efforts described above. All inquires or questions concerning this Request for Proposals must be submitted in writing to Director, Brad Hanson, City of Palmer, 231 West Evergreen Avenue, Palmer, AK 99645 by 5pm on February 3, 2023.

3.0 Scope of Services

The City is seeking a qualified person or firm to perform the following specialized range of services:

Key Components of Scope of Work

- A) Description of Activities:
 - (1) Spring cleanup, fertilization, and other early seasonal maintenance.

- (2) Acquisition and planting of seeds and transplants of annual crops.
 - a) Colorful annual flowering plants; and
 - b) Periodic planting of vegetable crops that are commercially produced in the Matanuska Valley.
- (3) Season long maintenance of Visitor Garden to include mowing, planting, weeding, watering as well as general cleanup and repair as needed; and miscellaneous tree trimming, hedge trimming, plant care and replacement.
- (4) Appropriate cleanup and closeup at end of season (approximate end date is September 30).
- B) Planting and Maintenance Activities:
 - (1) Visitor Garden and nearby trees and shrubs; and
 - (2) Annual and perennial plants and shrubs around and near the Visitor Center and restroom buildings; and
 - (3) Depot planter; and
 - (4) Two main intersections beds; and
 - (5) Two City Hall plant beds and adjacent planting; and
 - (6) Planters located along Alaska Street and Colony Way; and
 - (7) Planters located in park adjacent to library parking lot; and
 - (8) Welcome to Palmer planter.
- C) Plant Material Acquisition:
 - (1) All annual plants required for the above-mentioned spaces; and
 - (2) Potted plants for placement in front of City Hall and other locations mentioned above.
- D) Ongoing Activities to be Continued:
 - (1) Inventorying and labeling of plant species in and around the Visitor Center and Visitor Garden; and
 - (2) Removal of pruning of selected overgrown or declining trees and shrubs in the Visitor Garden; and
 - (3) Additional plot reconstruction.
- E) Periodic Assistance from Palmer Community Development Parks and Facilities Department:
 - (1) Short term assistance for placement of any large perennial plants; and
 - (2) Watering and fertilization of planters and plots located away from Visitor Center/Garden site.

4.0 Submittal Requirements

Responses to this RFP must contain the following information:

- A) Cover letter/statement of interest indicating the proposer's interest in the project and willingness to enter a contract with the City. The letter shall be signed by proposer or officer of the company who has the authority to commit their firm to the proposed project; and
- B) Description of experience in providing the types of services described in the Scope of Work including list of current customers.

Response should be no more than ten (10) pages.

The Respondent is encouraged to include as much pertinent experience and information as necessary to ensure proper evaluation of the proposal.

5.0 Proposal Specifications

To qualify your bid, the following specifications must be adhered to:

- A. Submit one unbound original and three copies of the sealed bid or proposal to:
City of Palmer
Attn: Brad Hanson
231 W. Evergreen Ave.
Palmer, AK 99645
- B. Outside of sealed envelope MUST be clearly marked "**Seasonal Gardening/
Horticultural Services Proposal**". If the envelope is not clearly marked and is opened in error, the proposal/bid may be disqualified.
- C. Envelopes received after the time specified on the Request for Proposals will be refused and will be returned unopened to the originator. It is the responsibility of the proposer to ensure the document is delivered by the deadline. If the courier service chosen arrives after the deadline, the delivery time will be recorded on the bid envelope before being returned to the sender. **There are NO exceptions to this policy.** If a copy of the Proposal score sheet is being requested, please include a stamped, self-addressed envelope with your proposal.

Protest:

A protest based on alleged improprieties or ambiguities in this request for proposals must be filed at least five (5) days before the due date of the proposal. Proposers wishing to file a formal bid protest concerning a bid award/recommendation shall submit the protest in writing including the name, address, telephone number and continuously operating fax number of the protester, identification of the request at issue, and a detailed statement of the legal and factual grounds for the protest to the City Manager's Office, Attn: Brad Hanson, 231 W. Evergreen Avenue, Palmer, Alaska 99645 within two business days after a notice of intent to award the contract is issued pursuant to Palmer Municipal Code 3.21.290. Upon receipt, the City Manager will review the protest. The City shall send a written response regarding the protest to all the vendors that participated in the bid submittal.

6.0 Schedule

Sealed responses for RFP 23-01CD, Seasonal Gardening/Horticultural Services, will be received until 2:00 p.m., February 10, 2023, at Palmer City Hall, Attn: Brad Hanson, 231 W. Evergreen Avenue, Palmer, Alaska 99645. All sealed responses being hand delivered must be stamped and logged in at the information desk. The City assumes no responsibility for responses received after the due date and time, or at any office other than that specified herein, whether due to mail delays, courier mistakes, mishandling, inclement weather, or any other reason. Late responses shall be returned unopened and shall not be considered for selection. There will be no exception to this policy.

7.0 Method of Selection

Selection Process: Evaluation and recommendation will be based on the established evaluation criteria. A Selection Team will present its recommendations to the Palmer City Council which has the authority to make the final determination and award contracts.

Contact: Questions from prospective candidates/firms can be directed to Brad Hanson at bahanson@palmerak.org.

Expenses Incurred in Preparation and Submittal of Proposal: The proposer shall be fully responsible for any and all expenses incurred in the preparation and submittal of this proposal. The City will accept no financial responsibility whatsoever as it relates to this proposal.

Hold Harmless Agreement: As a part of the agreement with the City and for the same consideration as provided for in the contract, the Proposer agrees to the fullest extent permitted by law to indemnify, hold harmless and defend the City, its officials and employees from and against all claims, damages, losses and expenses including attorney's fees and appellate attorney's fees arising out of or resulting from the performance of the work, providing that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death or personal injury, or the injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the City or its agent or employees by the employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by an limitation on the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

Nondiscrimination: City of Palmer policy requires proposers, vendors, or other entities that conduct programs, services or activities on behalf of the City to comply with the requirements of the Americans with Disabilities Act. Furthermore, City policy requires that vendors, contractors, proposers will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or marital status.

Gardening/Horticultural Services Agreement: The proposer selected as the successful responder will be expected to enter into a Contract for Seasonal Gardening/ Horticultural Services Agreement with the City of Palmer. A copy is attached to this RFP as Appendix A as "Professional Services Agreement for Seasonal Gardening/Horticultural Services".

Public Records: Respondents should familiarize themselves with the provisions of the Public Records Law, AS 40.25.110-120. Contents of proposals, bid tabulations and evaluations will become a public record pursuant to AS 40.25.110-120 upon the City Council's approval of a contract award.

Term: It is the intent of the City to enter into a contract with the successful proposer for the length of the project.

Conflict of Interest: Each company must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, proposers affirm that they have not given, nor intend to give at any time thereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a company's proposal. An award will not be made where a conflict of interest exists. The City will determine whether a conflict of interest exists and whether it may reflect negatively on the City's selection of a company. The City reserves the right to disqualify any company on the grounds of actual or apparent conflict of interest.

Payment of Tax: The City will not be liable for Federal, State or Local excise taxes.

9. Minimum Insurance Requirements

Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agent, representatives, employees or subcontractors. Insurance shall be obtained from insurance companies that are permitted carriers by the State of Alaska for the types of insurance required by the City.

<p><u>Workers' Compensation</u> \$500,000 Employers Liability and Workers' Compensation as required by Alaska State Workers' Compensation statutes</p>	<p><u>Minimum Limits</u> Statutory</p>
<p><u>Comprehensive General Liability</u> Bodily Injury and Property Damage Liability Premises Operations including explosion, collapse, and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual; Personal Injury; Owner's/Contractor's Protection</p>	<p><u>Minimum Limits</u> \$1,000,000 Combined Limit Each Occurrence and \$2,000,000 Aggregate</p>
<p><u>Comprehensive Automobile Liability</u> Bodily Injury and Property Damage, including all owned, hired and non-owned automobiles</p>	<p><u>Minimum Limits</u> \$1,000,000 Combined Limit per Accident</p>