

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
Monday, August 7, 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
2. Approval of Minutes of Previous Meetings
 - A. July 25, 2023, Regular Meeting

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation – Tim Zalinger, Mat-Su Valley Rebuild

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. 23-024:** A Resolution of the Palmer City Council Appointing Election Officials for the City of Palmer Regular Election on Tuesday, October 3, 2023
2. **Resolution No. 23-025:** Authorizing the City Manager to Appropriate \$77,529 for Repairs to Lift Station #6 Which was Damaged during a December 2022 Winter Storm
3. **Resolution No. 23-026:** Accepting and Appropriating \$5,000 from the MEA Charitable Foundation to Support the Palmer Police Department Bicycle Patrol Unit

I. ACTION MEMORANDA

1. **Action Memorandum No. 23-042:** Authorizing the City Manager to Enter into an Agreement with Togiak Police Department to Provide Field Training to Their New Police Officers
2. **Action Memorandum No. 23-043:** Authorizing the City Manager to Accept Donations to the Palmer Police Bike Patrol Program by Denise Statz and Kelly Dolfi in the Amount of \$1000
3. **Action Memorandum No. 23-044:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the license renewal of La Fiesta Mexicana #3696
4. **Action Memorandum No. 26-046:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the license renewal of Klondike Mike's Saloon #649

J. UNFINISHED BUSINESS

1. **Resolution No. 23-013-A:** Support of The Designation of The Mat-Su Valley Planning For Transportation (MVP For Transportation) as the Metropolitan Planning Organization (MPO) of the Mat-Su Area

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
August 22	Regular	6 pm	
September 12	Regular	6 pm	
September 26	Regular	6 pm	
October 10	Regular	6 pm	Certify election
October 24	Regular	6 pm	

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on July 25, 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, Joshua Tudor, Thomas Ojala IV, John Alcantra, and Carolina Anzilotti, Deputy Mayor Pam Melin, Richard W. Best

Staff in attendance:

- Shelly M. Acteson, CMC, City Clerk
- Holly Dubose, Deputy City Clerk
- Sarah Heath, City Attorney (via zoom)
- John Moosey, City Manager
- Dwayne Shelton, Police Chief

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda as presented

Moved by:	Alcantra
Seconded by:	Anzilotti
Vote:	Unanimous Consent
Action:	Motion Carried

E. COMMUNICATIONS AND APPEARANCE REQUESTS

F. REPORTS

- City Manager’s Report
 - Manager Moosey gave an overview on upcoming Ordinance 23-004-A.
- Mayor’s Report
 - Written report in the packet.
 - The Regular Council Meeting on August 8th will be moved to August 7th to accommodate Council attendance at the Alaska Municipal League Conference in Homer.
- City Clerk’s Report
 - Friday, July 28th, 2023, at 4pm is the deadline for candidate filing packets.

4. City Attorney's Report

- Written report provided in the packet regarding the MPO.

G. AUDIENCE PARTICIPATION

Travis Friesen:

- Commented on his successes with recycling efforts.

Wes Artz:

- Expressed thankfulness for earning the Business of the year award.

Rachel House (Friends of the Palmer Library group):

- Commented positively on community outreach regarding the library.
- Read positive comment cards received from participants at the Palmer Art and Garden Faire.

Mike Chmielewski:

- Commented positively on the participation of Palmer Pride this past Friday.
- Spoke regarding the MPO discussion that occurred at the Matsu Borough meeting last Tuesday.

H. PUBLIC HEARINGS

1. **Ordinance No. 23-003:** Expanding the Zoning Designation of Public (P) with the use limited to an emergency medical facility building (EMS) for Tract 5, Cedar Hills Unit No. 2, Phase 1 to include Fire and Telecommunication services, located in Section 29, Township 18 North, Range 2 East, Seward Meridian, Alaska

Manager Moosey provided a staff report.

Mayor Carrington opened the public hearing.

Lisa Gray (representing the Matsu Borough):

- Gave an overview of the requested rezone.

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

Council members commented regarding the Ordinance.

Main Motion: To Approve Ordinance No. 23-003

Moved by:	Alcantra
Seconded by:	Tudor
Vote:	Unanimous
Action:	Motion Carried

2. **Ordinance No. 23-004-A:** Providing for the Submission to the Qualified Voters of the City of Palmer at the General Election on October 3, 2023, the Question of Confirming Action Taken by the Palmer City Council, by the Adoption of Ordinance No. 22-007, Which Amended PMC 3.12.032, by Increasing the Amount of the Residential Real Property Exemption for Seniors and Disabled Veterans to \$150,000, Resulting in a Total City of Palmer Exemption of \$300,000

Mayor Carrington provided a staff report.

Mayor Carrington opened the public hearing.

Wes Artz: questioned what percentage of the population would receive the exemption.

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

Main Motion: To Approve Ordinance No. 23-004-A

Moved by:	Tudor
Seconded by:	Alcantra
Vote:	Unanimous
Action:	Motion Carried

Main Motion: To Amend Ordinance No. 23-004-A by substitution

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

Mayor Carrington called for a recess at 6:52 p.m., the meeting reconvened at 7:02 p.m.

3. **Resolution No. 23-023:** Authorize the City Manager to Accept and Appropriate a State of Alaska Department of Commerce, Community, and Economic Development Division of Community and Regional Affairs Grant in the Amount of \$5,000,000 for the Palmer Public Library Reconstruction

Mayor Carrington opened the public hearing.

Mike Chmielewski: Commented in support of the Resolution.

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

Council Members commented on the potential for the upcoming library.

Main Motion: To Approve Ordinance No. 23-023

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

I. ACTION MEMORANDA

J. UNFINISHED BUSINESS

1. **Resolution No. 23-013-A:** Support of The Designation of The Mat-Su Valley Planning for Transportation (MVP For Transportation) as the Metropolitan Planning Organization (MPO) of the Mat-Su Area MPO

Council discussion ensued regarding the Resolution.

Council Member Best requested support from the Council to have the Attorney add an addendum the legislation stating that the City of Palmer will join the MPO if the following conditions are added: Clause that states at any time that the City of Palmer may exit at any time with all contributed monetary funds to be refunded; MPO will not pursue a project voted down by City Council that takes place within City of Palmer Boundaries; Three Borough representatives and two for each City on the policy board; requested a representative that is a subject expert to have communication through Attorney Heath. Council Members agreed with the request.

Main Motion: To Approve Resolution No. 23-013-A

Moved by:	Anzilotti
Seconded by:	Alcantra
Vote:	Postponed to the August 7th meeting
Action:	

Primary #1: To Postpone Resolution No. 23-013-A until August 7th Meeting

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

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

IM and MPO legislation from the Matsu Borough; Library comment cards from Friends of the Library member, Rachel House; Recycling flyers from Travis Friesen

M. AUDIENCE PARTICIPATION

Travis Friesen:

- Commented negatively on the MPO.

Wes Artz:

- Commented on responsibility of hierarchy regarding the MPO.

Mike Chmielewski:

- Commented regarding the discussion of the MPO.

Dwayne Shelton, as a citizen of the city:

- Noted valid concerns of the City Council concerning the MPO.
- Commented in support for the City of Palmer to participate in the MPO.

Jennifer Williams:

- Commented in support of the concerns of the City Council regarding the MPO Resolution.

N. EXECUTIVE SESSION

O. COUNCIL MEMBER COMMENTS

Deputy Mayor Melin:

- Thanked the participants this evening.
- Congratulated the Palmer Bar.
- Commented regarding the MPO concerns.
- Encouraged Council Members to take a tour of the Police Department and noted the poor condition of the facility.

Council Member Anzilotti:

- Congratulated the Palmer Bar and Mike Chmielewski for their recent awards.
- Thanked everyone for their participation in the MPO discussions.
- Attended Freedom Summit Last week.

Council Member Alcantra:

- Congratulations to Palmer Bar and Mike Chmielewski for their recent awards.
- Thanked the Mayor for his facilitation of Palmer Pride.
- Thanked everyone for the progress regarding the MPO.

Council Member Best:

- Thanked everyone for participating in the Council discussions.

Council Member Ojala IV:

- Congratulations to Palmer Bar and Mike Chmielewski for their recent awards.
- Encouraged the public to contact him regarding MPO opinions.

Council Member Tudor:

- Thanked the citizens for their participation in the discussions.
- Commented positively on the Palmer Pride event.
- Congratulations to Palmer Bar and Mike Chmielewski for their recent awards.

Mayor Carrington:

- Commented on library meetings that will begin to take place in August.

P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 8:38 p.m.

Approved this 7th day of August, 2023.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor

Palmer Mayor's Report

Monday, August 7, 2023, Council Meeting

Notice: Next Council Meeting is on Monday, Aug. 7

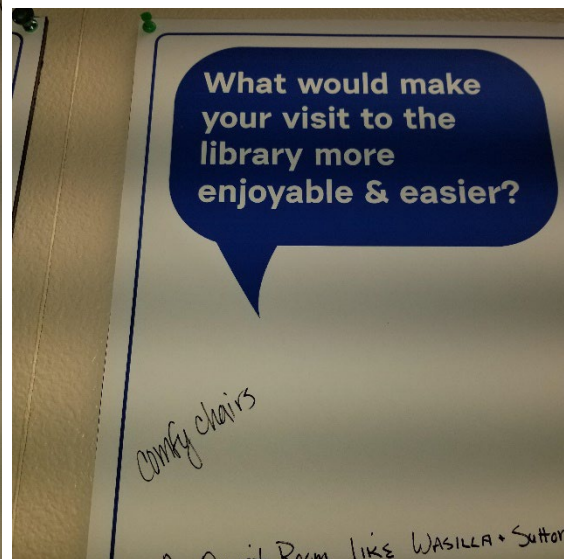
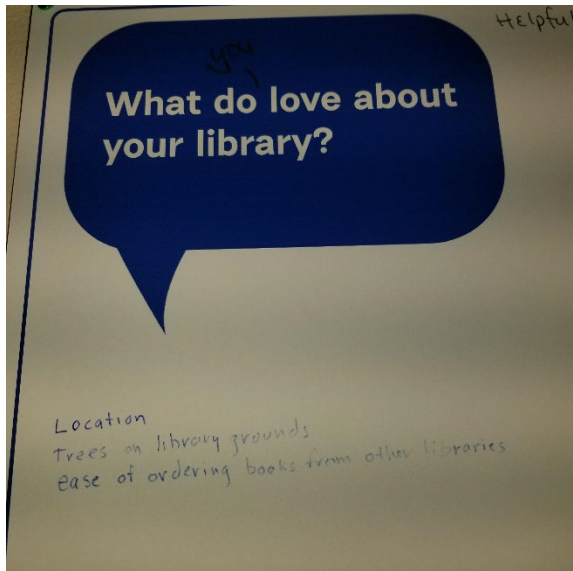
Remember, due to the timing of the Alaska Municipal League summer conference we are having our next council meeting a day early on Monday, August 7.


Library Input!

Architect Gary Wolf and his team of architects have scanned the old library building with LIDAR to speed up the analysis of the existing library. This month the architects will be meeting with library staff, department directors and others.

As more information is gathered we will have a public open house to present comments and ideas about the library.

The last Friday Fling is August 11 and there will be a booth for our "Library Question Boards" there. These Question Boards (see examples below) are available at the interim library so drop by and write your own comments!





Palmer Mayor's Report

P&Z opening

We still have one seat open on the Planning and Zoning Commission. For more information visit [Planning & Zoning Commission | Palmer, AK \(palmerak.org\)](https://palmerak.org) to read minutes from previous meetings and even apply for the Planning & Zoning Commission (must be a City of Palmer resident).

Meeting Agenda Highlights:

Communications and Appearance Requests

Tim Zalinger will be doing a presentation on Mat-Su Valley Rebuild

Public Hearings

We have two public hearings for this meeting.

The first is an ordinance that appoints Elections Officials for our Regular Election, Tuesday, October 3, 2023.

The second is an ordinance to appropriate monies for repairs to Palmer's Lift Station #6 that was damaged in the December 2022 winter storm. Much of the money will be covered by insurance.

Action Memoranda

We have five action memoranda. The first is about an agreement for the Palmer Police to provide field training for the Togiak Police Department. The second and third memoranda accept donations for the Palmer Police Bike Patrol Program. The fourth and fifth are City of Palmer statements of non-objection for two alcohol licenses.

Unfinished Business

Once again under Unfinished Business we have the resolution supporting the designation of the MPO. With the Borough modifying their resolution the night they passed it, the City Council postponed our resolution to consider changing language as well. The Borough is sending the paperwork including the supporting resolutions to the State later this month, so my hope is that the council can agree on language for our resolution and pass it in time to be considered by the State.

Mayor Steve Carrington



**Sarah Heath
City Attorney**

August 7, 2023

City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645-6952

To: Mayor and City Council

Re: MPO Follow up

At the July 25, 2023 the City Council requested for three clauses to be added to Resolution No.23-013-A "Support for The Designation of the Mat-Su Valley Planning for Transportation (MVP Transportation) as the Metropolitan Planning Organization (MPO) of the Mat-Su Area." Outlines below are the three requested clauses by the City Council to be added to the resolution as well as supporting background regarding the current MPO process and how the MPO Policy Board may interact with the added conditions to this Resolution. In other words, some of the items added into the resolution would likely operate as advisory. The MPO Policy Board has the final say in amending any bylaws and the Memorandum of Agreement/Operating Agreement which has been drafted by the MPO Pre-Policy board and edited and approved by the state, via the Department of Law, outlines how the MPO will operate. This is a founding document authorizing and outlines the operations of the MPO under the authority of the State of Alaska and will be submitted to be approved by the Governor.

The three added terms to the resolution are:

1. A clause authorizing the City of Palmer to stop a MPO supported project by a vote of City Council.

The following clause has been added to the Resolution:

"Whereas, in the event the City of Palmer objects by a vote of the City Council, to a MPO designated project located solely within City limits or on City Property, that project will be terminated."

Please note that although this clause is not specifically in the bylaws or the MOU, functionally this clause is already supported by the MPO process. If it is a MPO project, then the project is required to be included in the Metropolitan Transportation Plan and it must have a project sponsor who will execute an agreement to maintain the facility and pay the non-federal share.

Specifically, Palmer could not nominate the project and it will not have a sponsor. Taking it a step further, in the event the MPO Policy Board designates a project within City limits that is on solely owned City property (not on a national highway or a state road) the the City of Palmer must:

- 1). Sign a maintenance agreement for the project AND

2). Pay the 9.03% matching fee

If the City of Palmer objects and refuses to sign the maintenance agreement and/or refuses to pay the matching fee then the project will be terminated.

However, if the project is in City limits but on a state-owned Road or on a national highway then that is outside of the jurisdiction of the MPO. These are DOT jurisdiction as state or federally owned facilities and DOT holds the discretionary authority. These projects would proceed the way they currently do with Palmer directly negotiating with DOT. The MPO could be leveraged as an advocating resource but these projects are not within MPO's authority. MPO could advocate only.

2. An Exit Clause:

The following clause has been added to the Resolution:

“Whereas, the City of Palmer supports the Memorandum of Understanding for the Operation of the Mat-Su Planning for Transportation Office section 8 “Termination” authorizing the City of Palmer the opportunity to withdrawal from the MPO with thirty days written notice and after withdrawal will be reimbursed for Membership Fees within sixty days of termination date. “

Please note that this exit clause is currently in the draft MOU/Operating Agreement.

3. 3. Supporting a MPO Board make-up of 10 seats: 3 for MSB, 2 for the City of Palmer, 2 for the City of Wasilla and one each for DOT, Knik-Tribe, Chickaloon Native Village.

“WHEREAS, the City of Palmer supports an MVP for Transportation policy board composition of the following:

- 3 Mat-Su Borough officials
- 2 City of Palmer officials
- 2 City of Wasilla officials
- 1 Department of Transportation official
- 1 Knik Tribe official
- 1 Chickaloon Native Village official”

Please note that, just like the MSB's resolution increasing their seats to a total of 4, it is unclear how the MPO Pre-Policy Board will handle this. It is likely that the MPO will take this as supportive and advisory since both the MSB resolution and if approved, this resolution by the City of Palmer will both be contrary to the current final draft of the Memorandum of Understanding for the Operation of the

Mat-Su Planning for the Transportation Office AND the current drafted bylaws of the MPO. Only the MPO policy board is able to amend the bylaws and the MOU.

The Mat-Su Valley MPO Pre-Policy Board, which has been discussing this issue since its creation in September of 2020, made the determination by vote of the Pre-Policy Board for the MPO to consist of a seven member governing Policy Board. Procedurally, as authorized by the foundational documents, any future change to the make-up of the Policy Board would occur and be decided by the MPO Policy Board. While Palmer or any other jurisdiction may offer their comments it is the MPO Policy Board who will make this decision. Thus, it is most likely that this term in the Resolution 23-013-A will be treated similar to official comments to be considered by the future MPO Policy Board.

UPDATE: The Alaska Attorney General's Office via the Department of Law has released their comments on the Memorandum of Agreement and Operating Agreement which authorizes the establishment of the MPO. (See Attached)

This means that the Department of Law has approved the creation of the MPO. The MOU/Operating Agreement is an agreement between the State of Alaska and the Mat-Su Valley MPO. This must be approved by the Governor as the final step to be created. The State of Alaska and the MPO are the two parties to this Agreement and they have the authority. The City of Palmer only has formal input if they have a board seat on the MPO Policy Board. Any other position by the City of Palmer will be advisory or as public comment. The MPO Policy Board is the governance of the MPO.

Background: In addition to federal law requirements, Alaska State Law also requires that a MPO be established once an urbanized area has reached the designation of a population size of 50,000. However, State law is silent as to any specific requirements for how a MPO is formed. The formation of the MPO has been in process with regular meetings since October 2020; various authorized state entities have been engaged in this process- primarily DOT. This coalition, which is the Pre-Policy Board, Steering Committee and various stakeholders have made a series of determination, which have been approved and voted on and the Draft Memorandum of Agreement/Operating Agreement for the Mat-Su Valley MPO was written and submitted to the Alaska Attorney General's Office for edits, comments and approval. The Attorney General office has sent back the document and it with the edits made by the A.G's Office in red. This document is attached. It is the final draft of the Memorandum of Agreement/Operating Agreement for the Mat-Su Valley MPO. Upon approval by the MPO Pre-Policy Board it will be ready to create the MPO as a legal entity.

Quick references regarding the designation of the "urbanized area"

I also included a definition, link and explanation of the creation of the urbanized area within the MPO Q&A document on July 25, 2023. However, as a quick point of reference for a break down of the process, approval, public comment time period etc. regarding the development of the urbanized area please see the reference in the MPO July 25th document as well as the posted documents on the Mat-Su Valley MPO website located at: <https://www.mvpmpo.com/boundary-development>

The entire process to create and define the boundary is listed on the website, including a DRAFT Boundary Report (which is in process).

~~Matanuska-Susitna Borough,
City of Palmer,
City of Wasilla,
Knik Tribe,
Chickaleon
Village
Traditional
Council, and the~~
State of Alaska
and
Matsu Valley Planning for Transportation

**MATSU Valley Planning for Transportation (MVP for
Transportation)**

**INTER-GOVERNMENTAL OPERATING AGREEMENT
and
MEMORANDUM OF UNDERSTANDING
for
TRANSPORTATION PLANNING**

**In the Metropolitan
Area of the
Mat-Su Metropolitan Planning Organization**

~~Matanuska-Susitna Borough,
City of Palmer,
City of Wasilla,
Knik Tribe,
Chickaloon Village
Traditional Council, and
the~~
State of Alaska
~~and~~
Matsu Valley Planning for Transportation

MATSU VALLEY PLANNING FOR TRANSPORTATION
INTERGOVERNMENTAL OPERATING AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING FOR TRANSPORTATION
PLANNING

In the Metropolitan Area of the Matsu Valley Metropolitan Planning
Organization

This Matsu Valley Planning for Transportation Intergovernmental Operating Agreement and Memorandum of Understanding is entered into this _____ day of _____, 2023, by and between the State of Alaska and the incorporated entity Matsu Valley Planning for Transportation (MVP for Transportation) ~~, the Matanuska-Susitna Borough, the City of Wasilla, the City of Palmer, the Knik Tribe and the Chickaloon Village Traditional Council.~~

WITNESSED, THAT:

Whereas, the ~~above referenced Parties~~ Matanuska-Susitna Borough, the City of Palmer, the City of Wasilla, the State of Alaska, the Knik Tribe, Chickaloon Village Traditional Council have been working with the State of Alaska on developing the new Metropolitan Planning Organization since July 2020; and

Whereas, the Pre-MPO Policy Board was formed and met for the first time on September 15, 2021 and is made up of representatives of transportation stakeholders from the Matsu Valley including the Matanuska-Susitna Borough, the City of Palmer, the City of Wasilla, the State of Alaska, the Knik Tribe, Chickaloon Village Traditional Council, Valley Transit ~~and~~; and

Whereas, the Pre-MPO Policy Board the agreed to name the Metropolitan Planning Organization for the Matanuska Susitna Valley, the *Matsu Valley Planning for Transportation (MVP for Transportation)* on October 20, 2021; and

Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation Planning

004.13.2023
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Whereas, on October 20, 2021, the Pre-MPO Policy Board agreed to oversee the development of all federally required documents necessary to be designated by the Governor as the MPO of the Matsu Valley urbanized area and act as the interim leadership of the MPO in making decisions that will bind the new MPO; and

Whereas, on October 20, 2021, the Pre-MPO Policy Board approved a Metropolitan Planning Area (MPA) Boundary Development Strategy that was subsequently implemented to determine the MPA Boundary which is attached to this document; and

Whereas, the Infrastructure Investment and Jobs Act (IIJA) was passed into law on November 15, 2021 and requires, in designating MPO officials or representatives for the first time, subject to the bylaws or enabling statute of the metropolitan planning organization, the MPO shall consider the equitable and proportional representation of the population of the MPA; and

Whereas, the Pre-MPO Policy Board unanimously passed the MVP for Transportation Public Participation Plan and the 2022 Addendum for Pre-MPO Formation and used it as a guide to define the public participation efforts in forming the MPO; and

Whereas, the MVP for Transportation Pre-MPO Policy Board passed a motion to form a 501(c)(3) nonprofit corporation on March 16, 2022; and

Whereas, the MVP for Transportation Pre-MPO Policy Board approved the membership of the Policy and Technical Committee on September 13, 2022; and

Whereas, the Matanuska-Susitna Borough, City of Palmer, City of Wasilla, Knik Tribe and Chickaloon Village Traditional Council all passed resolutions of support for MVP for Transportation as the future MPO and a request to the Governor for state funds for the startup of the MPO in September 2022; and

Whereas, the U.S. Department of Commerce, U.S. Census Bureau, announced the list of 2020 urbanized areas on December 29, 2023, and a portion of the Matanuska-Susitna Borough is now considered urbanized; and

Whereas, the MVP Transportation Pre-MPO Policy Board passed a motion to adopt Articles of Incorporation, and adopted their Bylaws on xxxxxx; and

Whereas, the Pre-MPO Policy Board passed a resolution to initiate operation of MVP Transportation as an independent organization on xxxxxx; and

Whereas, the Pre-MPO Policy Board filed the Articles of Incorporation with the State of Alaska's Department of Commerce, Community, and Economic Development Division of Corporations, Business, & Professional Licensing to become a nonprofit corporation

on xxxxxx.

Now, therefore, the established and incorporated MPO and the Alaska DOT&PF ~~above referenced Parties~~ agree to the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation Planning, as follows:

~~Matanuska-Susitna Borough,
City of Palmer,
City of Wasilla,
Knik Tribe,
Chickaloon
Village
Traditional
Council~~
~~and~~
State of Alaska
and
Matsu Valley Planning for Transportation

INTER-GOVERNMENTAL OPERATING AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING
FOR
TRANSPORTATION PLANNING

In the Metropolitan Area of the Mat-Su Metropolitan Planning Organization

SECTION 1 – PARTIES TO THIS AGREEMENT

The Parties to this Agreement are the State of Alaska (State) and the incorporated entity Matsu Valley Planning for Transportation (MVP for Transportation)

~~, Matanuska-Susitna Borough (MSB), Knik Tribe, Chickaloon Village Traditional Council, City of Palmer, and City of Wasilla.~~

SECTION 2 – PURPOSE

This Agreement is entered into in accordance with 23 USC § 134 – 135, 49 USC § 5303 – 5306, and 23 CFR 450.300 to provide the structure and process for the continuing, cooperative and comprehensive consideration, consultation, development and implementation of transportation plans and programs for intermodal transportation in the metropolitan planning area (MPA).

Metropolitan Planning Organizations (MPOs) are required to develop long-range transportation plans and Transportation Improvement Programs through a performance-driven, outcome-based approach to planning. The MPO will conduct the transportation planning process and provide for consideration and implementation of projects, strategies, and services that will address the planning factors outlined in 23 CFR 450.306

(b) and (c).

SECTION 3 – LEGAL AUTHORITY

3.1 Federal Transportation Planning Statutes

23 USC § 104(f), 23 USC § 134 and 49 USC § 5303 – 5306 provide funding and require designation of a metropolitan planning organization (MPO) for urbanized areas of at least 50,000 population to carry out a transportation planning process and receive federal funding. Those Statutes require the State and the local governments to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process.

4.2 MPO Designation

On <insert month and day>, 2023, the Governor of the State of Alaska designated the MPO and identified the Matsu Valley Planning for Transportation (MVP) Policy Board as the body providing the direction of transportation planning in the MPA in accordance with Federal law.

SECTION 4 – DEFINED TERMS

“ADEC” means the State of Alaska Department of Environmental Conservation.

“Alaska DOT&PF” or “ADOT&PF” means the State of Alaska Department of Transportation and Public Facilities.

“ARRC” means the Alaska Railroad Corporation

“AOR” means the Annual Obligation Report which includes all projects and strategies listed in the Transportation Improvement Program (TIP) for which Federal funds were obligated during the immediately preceding program year.

“ASSEMBLY” means the MSB Assembly, the legislative governing body of the MSB.

“CHICKALOON VILLAGE TRADITIONAL COUNCIL” is the governing body for Na’Kayax (Chickaloon Native Village), a federally recognized Tribal Government with citizens and lands located within the MPA.

“CITY OF PALMER” means the home rule city, a political subdivision of the State of Alaska within the MPA.

“CITY OF WASILLA” means a first-class city, a political subdivision of the State of Alaska, and the most populated city located within the MPA.

“CONSULTATION” means that one or more parties confer with other identified parties in accordance with an established process and, prior to taking action(s), considers the views of the other parties and periodically informs them about action(s) taken. This definition does not apply to the “consultation” performed by the States and the MPOs in comparing the long-range statewide transportation plan and the MTP, respectively, to State and tribal conservation plans or maps or inventories of natural or historic resources.

“COOPERATION” means that the parties involved in carrying out the transportation planning and programming processes work together to achieve a common goal or objective.

“COORDINATION” means the cooperative development of plans, programs, and schedules among agencies and entities with legal standing and adjustment of such plans, programs, and schedules to achieve general consistency, as appropriate.

“DBE” or “Disadvantaged Business Enterprise” means a for-profit small business concern (1) that is at least 51-percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“DESIGNATED RECIPIENT” means : (i) an entity designated, in accordance with the planning process under Sections 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under Section 5336 to urbanized areas of 200,000 or more in population; or (ii) a state or regional authority, if the authority is responsible under the laws of a state for a capital project and for financing and directly providing public transportation.

“DIRECT RECIPIENT” means an eligible entity authorized by a designated recipient or state to receive Urbanized Area Formula Program funds directly from FTA. A state or designated recipient may authorize another public entity to be a “direct recipient” for Section 5307 funds. A direct recipient is a public entity that is legally eligible under federal transit law to apply for and receive grants directly from FTA. The designated recipient may make this authorization one time or at the time of each application submission, at the option of the designated recipient.

“FHWA” means the Federal Highway Administration, an operating agency of the United States Department of Transportation (USDOT).

“FINANCIAL PLAN” means documentation required to be included with a metropolitan transportation plan and TIP that demonstrates the consistency between reasonably available and projected sources of Federal, State, local and private revenues and the costs

of implementing proposed transportation system improvements.

“FRA” means the Federal Railroad Administration, created by the Department of Transportation Act of 1966.

“FTA” means the Federal Transit Administration, an operating agency of the USDOT.

“Knik Tribe” means a federally recognized tribe with members and land located in the MPA.

“MATSU VALLEY PLANNING FOR TRANSPORTATION (MVP)” means the Matanuska-Susitna area Metropolitan Planning Organization, also known as MVP for Transportation

“METROPOLITAN PLANNING AGREEMENT” means a written agreement between the MPO, the State(s), and the providers of public transportation serving the metropolitan planning area that describes how they will work cooperatively to meet their mutual responsibilities in carrying out the metropolitan transportation planning process.

“MPA” or “METROPOLITAN PLANNING AREA” means the geographic area in which the MPO carries on metropolitan transportation planning process as described in Section 5.4 of this Agreement.

“MPO” or “METROPOLITAN PLANNING ORGANIZATION” means the policy board created by Section 5.2 of this Agreement to carry out the metropolitan transportation planning process.

“MSB” means the Matanuska-Susitna Borough, a second-class borough, a political subdivision of the State of Alaska that includes the City of Palmer, City of Wasilla, and MPA within its boundaries.

“MTP” or “METROPOLITAN TRANSPORTATION PLAN” means the official multimodal transportation plan addressing no less than a 20-year planning horizon that the MPO develops, adopts, and updates through the MTP process.

“PALMER CITY COUNCIL” means the legislative governing body of the City of Palmer.

“PERFORMANCE-BASED APPROACH” means the application of performance management within the planning and programming process to achieve desired performance outcomes for the multimodal transportation system.

“PERFORMANCE MEASURE” means an expression on a metric that is used to establish targets and to assess progress toward achieving the established targets.

“PERFORMANCE METRIC” refers to “Metric” as defined in 23 CFR 490.101 and means a quantifiable indicator of performance or condition.

“PERFORMANCE TARGET” refers to “Target” as defined in 23 CFR 490.101 and means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period.

“PL FUNDS” means the Federal Highway Administration Metropolitan Transportation Planning funds authorized under 23 USC 104 to carry out the requirements of 23 USC 134.

“POLICY BOARD” means the board established under Section 5.2 of the Agreement for cooperative decision-making in accordance with this Agreement.

“PUBLIC PARTICIPATION PLAN” means a documented process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representative of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

“SECTION 5303 FUNDS” means the FTA funds made available under 49 USC 5305(g) to carry out the requirements of 49 USC 5303.

“SSOW” OR “SIMPLIFIED STATEMENT OF WORK” means a statement of work documenting metropolitan transportation planning activities performed with funds provided under title 23 U.S.C. and title 49 U.S.C. Chapter 53 in accordance with the provisions of 23 CFR 450.308 and 23 CFR part 420.

“STATE” means the State of Alaska.

“TECHNICAL COMMITTEE” means the Mat-Su MPO committee established in Section 5.3 of this Agreement for the cooperative decision-making in accordance with this Agreement.

“TIP” or the “TRANSPORTATION IMPROVEMENT PROGRAM” means a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the MTP process, consistent with the MTP, and required for projects to be eligible for funding under title 23 USC and title 49 USC chapter 53.

“TRANSIT” means public transportation systems, including buses, vans, rail, trolleys and ferries and other rubber-tired public transportation vehicles.

“UPWP” or “UNIFIED PLANNING WORK PROGRAM” means a statement of work identifying the planning priorities and activities to be carried out within an MPA. At a

minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds.

“URBANIZED AREA” means a geographic area with a population of 50,000 or more, as determined by the Bureau of the Census also known as an UZA.

“USDOT” means the United States Department of Transportation.

“WASILLA CITY COUNCIL” means the legislative governing body of the City of Wasilla.

SECTION 5 – ORGANIZATION AND RESPONSIBILITIES

5.1 MVP for Transportation

MVP for Transportation is the MPO’s staffed organization, which in cooperation with the State, units of local government and public transportation operators.

5.1.1 In order to receive and expend federal funding for transportation in urbanized areas with a population of more than 50,000 individuals, there must be coordination between the State and the MPO as required by federal regulation. Therefore, the purpose of the MVP for Transportation is to provide the framework and mechanism for the MPO and the State to jointly develop and implement transportation plans and programs, which will assure compliance with State and Federal transportation planning.

5.2 Policy Board

The MVP for Transportation Policy Board (Policy Board) shall have as members, a representative of the Alaska DOT&PF, a Knik Tribe Representative, ~~and a Chickaloon Village Traditional Council Representative~~; MSB Mayor or member of the Assembly, MSB Manager, City of Palmer ~~Manager~~ Mayor, and the City of Wasilla Mayor. Each member of the Policy Board shall have one vote. MVP for Transportation’s Executive Director will serve as Secretary to the Policy Board.

Commented [MA(1)]: Kim, check this for correctness. DOL made some changes that I’ve rejected as AS 19.20.210 does not apply to MVP.

5.2.1 Powers and Duties of the Policy Board

The Policy Board shall have overall responsibility for the implementation of this Agreement, coordination of MVP for Transportation’s efforts and responsibilities of MVP for Transportation’s Technical Committee, and the ultimate development and adoption of the UPWP, TIP, and MTP.

5.3 Technical Committee

MVP for Transportation shall have a Technical Committee, which consists of representatives, such as planners, engineers, and other specialists from the City of Palmer, City of Wasilla, MSB Planning and Public Works, [Alaska DOT&PF](#) Planning and Pre-construction, ADEC Air Quality division, Alaska Railroad Corporation, trucking industry advocate, Mat-Su Road Service Area Advisory Board Chair, MSB Transportation Advisory Board Chair, Public Transit Provider, Mat-Su School District Operations, Knik Tribe, Chickaloon Native Village, and a non-motorized advocate. Each member of the MVP for Transportation's Technical Committee (Technical Committee) shall have one vote and all actions of the Technical Committee, including recommendations to the Policy Board, shall be by a majority vote of the members present, once a quorum is established.

5.4 Metropolitan Planning Area (MPA)

The MPA specified by 23 USC § 134(e) shall be the geographical area shown on Attachment #1 to the Agreement incorporated herein by reference. Provided such boundaries conform to the requirements of 23 USC § 134(e), the MPO and the Governor may mutually agree to change the boundaries of the MPA.

5.5 MPO Self-certification

Every four years the MPO will, in coordination with the [Alaska DOT&PF](#), self-certify to the FHWA and the FTA that the planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable requirements of 23 CFR 450.336(a).

SECTION 6 – KEY PLANS and PROGRAMS

6.1 There are three primary planning or programming activities that the MPO is responsible for developing. This section summarizes these key plans and programs, which include the MTP, TIP, and UPWP.

6.1.1 Metropolitan Transportation Plan (MTP)

The MPO, in cooperation with the State, is responsible for developing or updating an MTP. The MPO shall follow the latest federal planning requirements, as prescribed in 23 CFR 450.324. The MPO shall update the MTP every five (5) years as prescribed by 23 USC § 134(i)(1).

6.1.2 Transportation Improvement Program (TIP)

The MPO, with full assistance from the State and all other cooperating agencies, is responsible for developing or updating the TIP. The MPO

shall follow the latest federal planning requirements, as prescribed in 23 CFR 450.326 and 23 USC § 134(j).

6.1.3 Unified Planning Work Program (UPWP) or Simplified Scope of Work (SSOW)

- (1) The MPO, with full assistance from the State and all other cooperating agencies, is responsible for developing or adjusting the UPWP or SSOW, as prescribed by 23 CFR 450.308. The MPO shall:
 - (a) Describe all the transportation activities to be completed in a fiscal year.
 - (b) Ensure early coordination with FHWA and FTA.
- (2) No later than July 1 of each year, the [Alaska DOT&PF](#), in consultation with the MPO, will provide to the Policy Board in writing the amount of estimated Federal PL and Section 5303 funds, and required match ratios, to be made available to MVP for Transportation for the next fiscal year of October 1 through September 30. MVP for Transportation staff, working with member organizations, shall recommend work tasks with budgets for tasks in which it participates. MVP for Transportation staff shall develop and implement a UPWP or SSOW public involvement program, within a Public Participation Plan, and prepare a UPWP or SSOW with the full cooperation of all members and the MPO. Discussions between ~~Alaska~~ [Alaska DOT&PF](#) and the MPO shall take place to determine how the proposed tasks can be accomplished in the most efficient and effective manner. The UPWP or SSOW shall be reviewed by the Technical Committee, approved by the Policy Board, and forwarded to [Alaska DOT&PF](#) for concurrent approval by FHWA and FTA prior to any work being performed.

6.2 Changes/Amendments to Key Plans and Programs

6.2.1 Amendments to the MTP and TIP

The MPO, with its responsibility to maintain existing plans and programs, shall approve amendments, in accordance with its Public Participation Plan. An Amendment is triggered by the addition or deletion of a project or a major change in the project cost, project/project phase initiation dates, or a major change in design concept or design scope. An amendment is a revision that requires public review and comment periods consistent with the MPO public involvement policy and re-demonstration

of fiscal constraint. Amendments require the concurrence of the MPO, [Alaska](#) DOT&PF, FHWA, and FTA before becoming effective.

6.2.2 Administrative Modifications to the MTP and TIP

The MPO, with its responsibility to maintain existing plans and programs, shall approve Administrative Modifications in accordance with the Public Participation Plan. An Administrative Modification is triggered by a minor revision to a metropolitan transportation plan or TIP that includes minor changes to project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. It is a revision that does not require public review and comment, or re-demonstration of fiscal constraint. Administrative Modifications require the concurrence of the MPO and the Alaska DOT&PF before becoming effective. The FHWA and FTA will be notified as soon as possible of these changes.

6.2.3 Amendments/Changes to the UPWP or SSOW

Changes in work assignments and studies to be performed to meet transportation planning requirements may be made by the MPO at such times and to such extent as deemed necessary. Total funds to be made available for the performance of said work and services shall not exceed the amount specified in the UPWP or SSOW. Reimbursement will be made by Alaska DOT&PF in accordance with procedures stated herein and shall be expended only on the UPWP or SSOW approved by the MPO, [Alaska](#) DOT&PF, FHWA, and FTA.

(1) Changes in funding levels for tasks, or changes in tasks, shall be requested as soon as possible after the need for such change is recognized.

(a) Amendment to the UPWP or SSOW
(No additional funding required)

An Amendment to the UPWP or SSOW is triggered when task budget amounts exceed 20 percent of the original approved program budget, when there are individual changes of \$35,000 or more to task budgets, or when there are significant scope changes. Amendments require the concurrence of the MPO, [Alaska](#) DOT&PF, FHWA, and FTA before becoming effective. Amendments to the UPWP or SSOW require public review.

(b) Administrative Modifications to the UPWP or SSOW
(No additional funding required or no significant change to

scope)

An Administrative Modification is triggered when task budget amounts do not exceed 20 percent of the approved program budget or when individual changes are for \$35,000 or less of a task budget. Administrative Modifications require the concurrence of the MPO and the Alaska DOT&PF before becoming effective. The FHWA and FTA will be notified as soon as possible of these changes.

SECTION 7 – CONSULTANT CONTRACTS

7.1 FHWA and FTA Approval: For all federally funded work to be done under a consultant contract, prior FHWA and/or FTA approval of a Project Development Authorization including the scope of work is required before a Request for Proposal (RFP) is issued. Early coordination is essential. The contracting agency will be the Alaska DOT&PF which will coordinate review and approvals directly with FHWA and FTA.

~~7.2~~ Alaska DOT&PF Approval: Unless specified as a procurement pursuant to Section 7.3 of this Agreement, the Alaska DOT&PF will be the contracting agency for review of the final RFP, scope of services and project budget federally-funded MPO solicitations over \$50,000. The MPO will perform the project management duties. Alaska DOT&PF shall also reserve the right to select members for the Selection Committees for all consultant contracts. Alaska DOT&PF may provide opportunity to the MPO, as appropriate, to serve on the Selection Committees.

Commented [SPL2]: The small procurement exception for MVP is already in the opening carve-out in that sentence. Citing the \$50k limit at the end would create a limitation on DOT&PF approval authority.

~~7.2.3~~ In conformance with Alaska’s Stewardship and Oversight Agreement (April 2015, Section VII), and approved by FHWA Office of Infrastructure and the Office of Chief Counsel, The MPO will be the contracting agency for all solicitations under \$50,000 and will follow the MPO approved procurement policies consistent with the State Procurement Code (AS 36.30) and any FHWA or FTA contract requirements for the use of federal-aid funds. All procurements by the MPO must comply with all requirements of this Agreement (e.g., reporting, reimbursement procedures, and auditing) and comply with the requirements of 23 CFR 420, Subpart A (Administration of FHWA Planning and Research Funds)

Commented [SPL3]: DOT&PF needs to verify whether FHWA will reimburse for work contracted under this provision. The S&O Agreement excludes from DOT&PF assumption, without prior concurrence by FHWA, approvals and responsibilities pursuant to 23 USC 134 and 135. Additionally, the S&O Agreement only authorizes DOT&PF to approve certain consultant agreements and provides no authority to delegate.

~~7.3~~ One Time Delegation of Additional Procurement Authority: From time to time, the Alaska DOT&PF may allow additional procurement authority to the MPO under mutually agreed upon conditions when it is in the best interest of the MPO and DOT&PF.

Commented [SPL4]: I’ve tagged this for deletion as: 1) it suffers from the same S&O Agreement problems; 2) it is blanket exception that swallows the necessary limitations in Rule 7.3 above; 3) it has no standards or qualifications by which to judge compliance or non-compliance

7.4 Work Products: Alaska DOT&PF and the MPO will have an opportunity to review draft work products prior to review by the Technical Committee and Policy Board.

7.5 Inspection of Work: Alaska DOT&PF and/or the owner of the facility shall always be accorded review and inspection of the work performed by consultants and shall at all reasonable times have access to the premises, to all data, notes, records, correspondence, and instruction memoranda or description which pertain to the work involved.

SECTION 8 – ADDITIONAL AND SEPARATE WORK PROJECTS

From time to time, Alaska DOT&PF or the MPO may desire one of the other parties to perform additional work projects for services separate and apart from those set forth in the UPWP. At such times, the requesting party will notify the other party of the intention, including a request for the specific work and/or services desired. If the other party is willing and able to do the work or perform the services requested, written acceptance by the requesting party of the terms accepted shall constitute authority to proceed with the work and/or services requested. The requesting party shall pay for such work or services within a reasonable time after billing. Such billing shall be made pursuant to the terms agreed upon for each particular work project.

SECTION 9 – PROGRAM REPORTING REQUIREMENTS

9.1 Reporting: UPWP or SSOW

In accordance with 23 CFR 420.117, the Alaska DOT&PF is responsible for monitoring the UPWP or SSOW supported activities to assure compliance with applicable federal requirements and assure performance goals are being achieved. Monitoring must cover each program, function or activity. The reporting procedures shall include, but are not limited to, the following:

9.1.1 Monthly Reports

All parties receiving federal planning funds pursuant to this Agreement shall prepare a monthly financial statement and a narrative progress report, in a format provided by the [Alaska DOT&PF](#), for all tasks identified in the UPWP or SSOW for which they are responsible and submit to the [Alaska DOT&PF](#) office no later than 15 days following the last day of each UPWP or SSOW month. The monthly reports shall serve as the basis for monthly reimbursements.

Within 15 days of receipt of monthly report, [Alaska DOT&PF](#) will compile all reports and shall either, review and approve the reports, or request modifications. Upon approval, the [Alaska DOT&PF](#) staff will forward the reports to the MPO and submit the invoices for reimbursement.

If [Alaska](#) DOT&PF requests modifications, the report will be forwarded to the MPO as a draft report. Within 15 days following the request for modifications, all requested report modifications shall be submitted to [Alaska](#) DOT&PF. Upon approval, the [Alaska](#) DOT&PF will re-submit the report to the MPO no later than 60 days following the last day of each UPWP month.

The final UPWP or SSOW Monthly Report shall consist of the following:

- (1) A financial statement which shall include task and program summary of the following data:
 - (a) Current monthly expenditures
 - (b) UPWP fiscal year to date expenditures
 - (c) PL, Sec. 5303, and local funds / in-kind expended to date
 - (d) PL, Sec. 5303, and local funds / in-kind remaining

- (2) A narrative progress report which shall include:
 - (a) A description of work accomplished during the quarter
 - (b) Significant events (i.e. travel, training, conferences)
 - (c) Milestones reached in sufficient detail to justify the monthly expenditures

For tasks consisting of a scheduled completion date, the progress report shall include each task's percentage complete, explanatory information on the progress, and any issues relating to the task such as schedule delays.

9.1.2 Annual Report

Upon receipt of the final twelfth month) UPWP or SSOW Monthly Report, the Alaska DOT&PF will draft the UPWP or SSOW Annual Report. The [Alaska](#) DOT&PF will forward the UPWP or SSOW Annual Report to the MPO no later than 60 days following the last day of the UPWP or SSOW fiscal year. The [Alaska](#) DOT&PF will submit the UPWP or SSOW Annual Report to FHWA and FTA to meet the reporting requirements of 23 CFR 420.117, as currently adopted or hereafter amended. [A](#) DOT&PF may combine the UPWP or SSOW Annual Report with similar reports from other subrecipients of federal planning funds into a single report.

The Annual Performance and Expenditure Report for the UPWP or SSOW fiscal year will contain all information required by 23 C.F.R. 420.117.

9.1.3 Significant Events

Events that have significant impact on UPWP or SSOW work elements must be reported by the Parties to this Agreement to Alaska DOT&PF as soon as they become known. The types of events or conditions that require reporting include: problems, delays, or adverse conditions that will materially affect the ability to attain program objectives. This disclosure must be accompanied by a statement of action taken, or contemplated, and any Federal assistance required resolving the situation.

9.1.4 Other Reports

Copies of formal reports, informal reports, and material emerging out of a task specified in the UPWP or SSOW shall be governed by Section 10 of this Agreement.

SECTION 10 – PLANNING REPORTS

10.1 Planning Reports

From time to time, Alaska DOT&PF and the MPO may publish reports, documents, etc., upon completion of a portion and/or a phase of a particular planning element in the continuing transportation planning process. In order for the preparation and publishing of such reports to be eligible for participation of Federal funds, the Technical Committee shall review the reports with final approval by the MPO Policy Board, as appropriate.

10.2 Publication

Publication, whether in hard copy or through the use of digital technologies such as via the World Wide Web, by any party to the Agreement shall give credit to other parties, FTA, and FHWA. However, if any party, FTA, or FHWA does not wish to subscribe to the findings or conclusions in the reports, the following statement shall be added:

“This report was funded in part through grant(s) from the Federal Highway Administration and/or the Federal Transit Administration, U.S. Department of Transportation. The views and opinions of MVP for Transportation expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.”

Furthermore, consultant logos are prohibited from the cover of all reports, documents, etc. that are approved by FTA and FHWA.

10.3 Copies

Copies of draft and final reports, documents, etc., will be provided as required to Federal and State Agencies. Parties to this Agreement will be provided copies as requested.

The FHWA reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, the work for Government purposes.

SECTION 11 – DIVISION OF COST AND PAYMENT

11.1 Reimbursement

The maximum amount of Metropolitan Planning Funds available each year for reimbursement to the Parties shall not exceed the budget approved in the UPWP or as amended. Alaska DOT&PF will make reimbursement in accordance with the following procedures:

- (1) The Parties shall submit to Alaska DOT&PF monthly narrative progress reports and financial statements, as defined in Section 9 of this Agreement.
- (2) Reimbursement will be made within 30 days after Alaska DOT&PF receives and approves the monthly narrative progress reports and financial statements, subject to Federal planning funds being made available and received for the allowable cost.
- (3) Within 60 days of [Alaska](#) DOT&PF's approval of the last monthly narrative progress report and financial statement for the fiscal year, [Alaska](#) DOT&PF will close the UPWP or SSOW account and request that an audit be performed.
- (4) The audit will be completed, and final payment adjustments made within 120 days of the last quarter or as soon thereafter as reasonably possible.

11.2 Alaska DOT&PF Tasks

The Parties may agree that Alaska DOT&PF can most efficiently and effectively perform a task or a portion of a task to be funded with PL funds in the approved UPWP. In such cases, [Alaska](#) DOT&PF shall:

- (1) Provide the MPO with all necessary documentation in order to

permit the preparation of the reports required in Section 9 of this Agreement.

- (2) Upon Alaska DOT&PF approval of the quarterly, Alaska DOT&PF shall submit a billing to FHWA for direct payment to Alaska DOT&PF for approved UPWP or SSOW costs.
- (3) Alaska DOT&PF shall be reimbursed at the rate contained in the applicable UPWP or SSOW.
- (4) Alaska DOT&PF shall promptly provide the MPO with copies of its billings and statements.

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11.3 Overruns

When expenditures are anticipated to overrun in any UPWP or SSOW work element, the procedures for budget changes as outlined in Section 6.2 must be followed.

11.4 Cost Limitations

Reimbursement of administrative and operational costs will be made without profit or markup. These costs shall be limited to:

- (1) Direct salaries and wages, with payroll taxes and fringe benefits at actual costs, or if prorated to be allocated on an equitable basis;
- (2) Telephone charges and necessary travel limited to program specific charges;
- (3) Overhead or indirect costs as approved annually in the respective UPWP or SSOW line item budget and verified by audit. Eligibility shall conform to the provisions of 23 CFR 420.113;
- (4) Training as approved specifically in the UPWP or SSOW or otherwise specifically approved by [Alaska](#) DOT&PF, FHWA or FTA.

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11.5 Rate of Reimbursement

Reimbursement shall be at the rate specified and contained in the applicable UPWP.

11.6 Financial Accounting Level

The expended funds will be accounted for at the task level (100, 200, 300 etc.).

11.7 Fiscal Year

The UPWP or SSOW fiscal year will be October 1 to September 30.

SECTION 12 – PROCUREMENT, MANAGEMENT, AND DISPOSITION OF PROPERTY

Procurement and management of property acquired for the program, including disposition of property if the program is discontinued, will be in accordance with 23 C.F.R. 420.121(f) and any other regulatory requirements applicable to the expenditure of federal funds made available for the implementation of this Agreement.

SECTION 13 – AUDIT PROCEDURES

13.1 In addition to the requirements stated in this section, requirements for audit as defined in 23 CFR 420 will be used as guidelines.

13.2 Each participating party will maintain complete records of all manpower, materials and out-of-pocket expenses, and will accomplish all record keeping in accordance with the following procedures:

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13.2.1 Each participating party will furnish Alaska DOT&PF copies of all certified payrolls which shall include the hourly rate for each employee working on the project during the reporting period. In addition, a loaded rate factor will be shown in a manner compatible with existing approved local procedures. The load rate factor is subject to adjustment based upon audits occurring during the life of this Agreement.

13.2.2 Time Sheets

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Individual time sheets will be maintained reflecting the daily total amount of hours worked and amount of time spent on each task within the program. It is imperative that the hours be traceable to the task.

13.2.3 Materials

Copies of invoices shall support costs of any purchased materials utilized on this project.

13.2.4 Out-of-Pocket Expenses

Copies of receipts shall support all expenses.

13.2.5 Record System

The record system will be such that all costs can be easily traceable from all billings through the ledgers to the source document. Each expenditure must be identified with the task within the current approved UPWP or SSOW.

13.3 Each consultant contract or professional services agreement, in which any party engages, may require a specific audit for that project or agreement. The award of any such construction related engineering design services contract must be made in conformity with applicable Federal and Alaska DOT&PF contracting procedures including Alaska DOT&PF Procedure 10.02.010, and related Professional Services Agreement Handbook, or based on acceptable alternative contracting procedures approved by Alaska DOT&PF and FHWA. This requirement is in addition to any agency- wide audit conducted pursuant to OMB Circular A-133 (Single Audit Requirements).

13.4 MVP for Transportation may be audited every year by Alaska DOT&PF Internal Review auditors for compliance and to insure adequate coverage. MVP for Transportation will additionally hire an independent Certified Public Accountant (CPA) to conduct an annual audit of all revenues and expenditures, as well as participate in a state and/or federal single audit as requested. All Parties and/or their subcontractors under this Agreement shall maintain all records and accounts relating to their costs and expenditures for the work during any fiscal year for a minimum of three (3) years following receipt of the final payment and shall make them available for audit by representatives of Alaska DOT&PF, FHWA, and FTA at reasonable times. All Parties shall maintain records in a form approved by Alaska DOT&PF. Final payment is defined as the final voucher paid by FHWA to Alaska DOT&PF based on an audit. A request to close out a fiscal year or project account does not constitute final payment.

13.5 Any review, which does not meet Federal requirements, will be resolved between Alaska DOT&PF and the other party. The financial records relating to a UPWP or SSOW year may be closed out once FHWA accepts the audit and final payment adjustments have been made.

Commented [dg5]: Alaska DOT&PF Comment: For the consultant contracts procurement, we could delegate additional procurement authority as one time delegations with conditions to MVP. We should include a statement to that effect to keep doors open. We should always be looking for ways to leverage resources across the State.

Commented [dg6R5]: Would this additional procurement authority be better stated in Section 7, Consultant Contracts?

Commented [dg7R5]: Going to make this modification in Section 7.

SECTION 14 – COMPLIANCE WITH TITLE VI, CIVIL RIGHTS ACT OF 1964

All Parties hereby agree as a condition to receiving any Federal financial assistance from USDOT, to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the USDOT, Effectuation of Title VI of the Civil Rights Act of 1964.

SECTION 15 – DBE PROGRAM REQUIREMENTS

15.1 Compliance

The Parties, their agents and employees shall comply with the provisions of 49 CFR 26 and Title VI of the Civil Rights Act of 1964. 49 CFR 26 requires that all parties shall agree to abide by the statements in paragraphs 15.2 and 15.3 and shall include these statements in all Parties' USDOT financial assistance agreements and in all subsequent agreements between any party and any sub-grantees and any contractor.

15.2 Policy

It is the policy of the USDOT that DBEs, as defined in 49 CFR 26.5, shall have an equal opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR 26 apply to this Agreement.

15.3 DBE Obligation

The Parties to this Agreement agree to ensure that DBEs, as defined in 49 CFR 26.5, have an equal opportunity to participate in the performance of contracts and sub-contracts financed in whole or part with Federal funds provided under this Agreement. In this regard the Parties to this Agreement and/or their contractors shall not discriminate on the basis of race, color, national origin, or in the award and performance of USDOT assisted contracts.

SECTION 16 - AMENDMENTS

This Agreement may be amended only in writing and must be done prior to undertaking changes or work resulting therefrom or incurring additional costs or any extension of time. Said amendments are subject to approval by the MPO and the State.

SECTION 17 – LIMITATION OF LIABILITY

No liability shall be attached to any party to this Agreement by reason of entering into this Agreement, except as expressly provided herein.

SECTION 18 – COMPLIANCE WITH LAWS

In addition to the laws, statutes, regulations and requirements stated herein, all Parties to this Agreement shall be knowledgeable of and comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.

SECTION 19 – TERMINATION OF AGREEMENT

This Agreement will continue in force until or unless the Parties terminate the Agreement in writing.

SECTION 20 – NON-APPROPRIATION CLAUSE

Nothing in this agreement shall obligate any party to expend monies if there are insufficient or other lack of funds lawfully appropriated by their respective legislative bodies for performance under this Agreement.

SIGNATURES

~~Mayor – Matanuska-Susitna Borough~~ _____
~~Date~~

~~Mayor – City of Palmer~~ _____
~~Date~~

~~Mayor – City of Wasilla~~ _____
~~Date~~

~~Chickaloon Village Traditional Council~~ _____
~~Date~~

~~Knik Tribe~~ _____
~~Date~~

~~Executive Director - MVP for Transportation~~ _____
~~Date~~

Governor – State of Alaska _____
Date

**City of Palmer
Resolution No. 23-024**

Subject: Appointing Election Officials for the City of Palmer Regular Election on Tuesday, October 3, 2023

Agenda of: August 7, 2023

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

Originator Information:

Originator: Shelly M. Acteson, City Clerk

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: \$ **3,100.00**

This legislation (√):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 3,100.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-02-10-6099
- Not budgeted

Director of Finance Signature: _____

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 23-024

Summary Statement/Background:

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

Administration's Recommendation:

Approve Resolution No. 23-024

LEGISLATIVE HISTORY

Introduced by: Mayor by Request of City Clerk Acteson
Date: August 8, 2023
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 23-024

A Resolution of the Palmer City Council Appointing Election Officials for the City of Palmer Regular Election on Tuesday, October 3, 2023

WHEREAS, in accordance with Section 18.22.020 of the Palmer Municipal Code, the following persons have been deemed qualified and have agreed to serve as Election Officials for the City of Palmer Special Election on Tuesday, October 3, 2023:

Poll Election Officials:

Precinct 25-320 Mat-Su Borough Building	Precinct 25-325 Mat-Su Administration Bldg.
Jo Weller, Chair	Cynthia Medbery (Chair)
Amy Hansen	Charles Geary
Kathleen Shoop	Katherine Bishop
Barbara Entsminger	Temple Christensen

NOW, THEREFORE BE IT RESOLVED that the Palmer City Council confirms the appointment of these individuals as Election Officials for the October 3, 2023, City of Palmer Regular Election.

Approved by the Palmer City Council this 7th day of August, 2023.

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

**City of Palmer
Resolution No. 23-025**

Subject: Authorizing the City Manager to Appropriate \$77,529 for Repairs to Lift Station #6 Which was Damaged During a December 2022 Winter Storm

Agenda of: August 7, 2023

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

Originator Information:

Originator: Jude Bilafer, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
X	Public Works	<i>JPB</i>	07/07/2023

Certification of Funds:

Total amount of funds listed in this legislation: \$ **77,529.00**

This legislation (√):

Creates revenue in the amount of: \$ _____

Creates expenditure in the amount of: \$ **77,529.00**

Creates a saving in the amount of: \$ _____

Has no fiscal impact

Funds are (√):

Budgeted Line item(s): 02-01-50-6078 Transfers Out; 24-00-00-3673 Transfer from Other Funds

Not budgeted 24-50-50-6226 Lift Station 6 Repairs

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. Resolution No. 23-025
2. #6 DXP Estimate
3. #6 TecPro Estimate

Summary Statement/Background:

In December of 2022, a winter storm created several power outages across the City of Palmer. When the power was restored, power surges occurred which damaged beyond repair the main control panel in lift station #6. As a result of the control panel not working, the motor which drives the entire lift station was also damaged beyond repair. This damage was submitted to the City's insurance company in February of 2023. According to the insurance company, the control panel and motor replacement costs will be covered on a reimbursement basis and provided upon completion of the repairs.

Administration's Recommendation:

Approve Resolution No. 23-025

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date: May 23, 2023

Public Hearing:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 23-025

A Resolution of the Palmer City Council Authorizing the City Manager to Appropriate \$77,529.00 for Repairs to Lift Station #6 Which was Damaged During a December 2022 Winter Storm

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

WHEREAS, the City of Palmer was impacted by a severe winter storm 22-24 December 2023; and

WHEREAS, the City's Lift Station #6 sustained significant damaged during the 22-24 December 2023, winter storm; and

WHEREAS, it is necessary and in the best interest of the City and its residents that the City repair Lift Station #6; and

WHEREAS, the City's Insurance will reimburse the cost of the repairs.

NOW, THEREFORE, BE IT RESOLVED, the Palmer City Council hereby appropriates funding for repairs to Lift Station #6 in an amount not to exceed \$77,529.00.

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

Steve Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk



ALASKA PUMP & SUPPLY, INC

8400 SANDLEWOOD PL • ANCHORAGE, ALASKA 99507 • PHONE: (907)563-3424 • FAX: (907)562-5449

June 23, 2023

ATTN: **Matthew Midgett - City of Palmer**

QUOTE: **AKP23-0388**

Project: Lift Station 6 Spare Pump

PH: 907-795-6385

Email: mmidgett@palmerak.org

We are pleased to provide pricing for the following equipment:

Qty	Part #	Description	Each	Total
1	3153.095-0092	Flygt Model NP 3153.095 Impeller Size: MT434 (277mm diameter) 20HP, 3 Phase, 230V, 50' Cable FM, FLS, FV Direct Replacement for existing pump: 3153.091-0096 (S/N: 0610021)	\$ 26,828.00	\$ 26,828.00
Please reference AKP23-0388 when placing order.				Total: \$26,828.00

Subject to Alaska Pumps Terms & Conditions of Sale. Net Thirty (30) Terms are subject to Alaska Pumps' credit department approval.

Proposal Valid: 14 Days from quote date.

F.O.B: Anchorage, AK

Ships: Estimated 16-18 Weeks

Notes: CREDIT CARD FEE: Effective 8/30/22 all new credit card orders will incur a 3.5% processing fee.

Regards,

Jacob Gorlick

Project Manager

DXP | Alaska Pump & Supply, Inc.

Direct: (907) 793-4804

Cell: (907) 250-8584

FAX: (907) 562-5449

Jacob.Gorlick@dxpe.com

Job Name: Lift Station 6 Spare Pump
Date: 6/23/2023

DXP | Alaska Pump & Supply, Inc.
AKP23-0388

DXP | ALASKA PUMP & SUPPLY, INC.
STANDARD TERMS & CONDITIONS OF SALE

Price: The prices quoted are in U.S. currency. Prorated payment shall be made for partial shipments.

Terms of Payment: Payment is due thirty (30) days after the date of the invoice. Interest on the unpaid balance will be charged on all overdue monies at the rate of 18% per annum or the highest rate allowable by law, whichever is less. Customer agrees to pay all collection costs, including actual reasonable attorney's fees incurred in collecting monies due hereunder. Seller reserves the right to require payment in advance or provide other credit terms if Buyer's credit is not acceptable to Seller.

Delivery/Shipment: Delivery and shipping times are Seller's best estimate at the time of quotation/proposal and do not include time to transfer the products, goods and/or equipment on order and to accept the order. Seller is not liable for any delay in the performance of any orders or contracts or the delivery or shipment of products, goods and/or equipment or for any damages sustained by Buyer by reason of such delay, if such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargos, strikes, labor difficulties or disputes, non-delivery by suppliers, shortages of labor, fuel, power, materials or supplies, transportation delays or any other cause or causes beyond Seller's control.

Identification and Risk of Loss: The products, goods and/or equipment shall be identified to the contract and risk of loss shall pass to Buyer when the products, goods and/or equipment are placed in the hands of the carrier.

Freight: All prices are FOB point of manufacture and do not include freight unless specifically listed as included. Seller shall not be responsible for actions, inactions or delays by the carrier.

Conditions: All orders are accepted with the understanding that they are subject to Seller's ability to obtain the necessary products, goods and/or equipment.

Delivery, Risk of Loss: Delivery dates are estimates, and time is not of the essence for the delivery dates. All shipments will be made Ex Works Seller's shipping location unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct or indirect, arising out of or relating to any failure of the goods to be delivered by the estimated delivery date. In the absence of specific instructions, Seller will select the carrier for shipment. Risk of loss for services shall pass to Buyer at completion of services. Title and risk of loss for goods shall pass to Buyer upon completion of the agreed Incoterm. Buyer shall reimburse Seller for the additional cost of Seller's performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to storage, insurance, protection, re-inspection, and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though the goods had been delivered in accordance with the order.

Not Included: Unless specifically provided herein, the products, goods, equipment, and/or services listed do not include freight, haulage, unloading, freight claims, installation, erection, concrete, grout, water, utilities, lubricating grease and oil, power, tools, labor, controls, conduit, wiring, meters, main disconnects, piping, valves, fittings, gaskets, hardware, taxes, covers, field painting, insurance, testing, royalties, maintenance, operation, erection supervision, start-up services, personnel transportation, anchor bolts, welding rod, or asset.

Inspection: Buyer shall inspect Seller's products, goods and/or equipment upon receipt and if Buyer's inspection reveals any defects, Buyer shall notify the Seller within three (3) days after receipt of the products, goods and/or equipment of any claim Buyer might have concerning such defects or of any claim discovered by Buyer. Buyer's failure to notify Seller within such three day period shall constitute a waiver by Buyer of all claims covering such defects.

Errors: Seller reserves the right to correct any clerical and/or stenographic error or omission.

Cancellation: Except as otherwise provided in this Agreement, no order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller up to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable charge for profit. Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum twenty percent (20%) restocking fee.

Returns: Seller will not accept returns of chemicals, electrical items or special orders. Seller will not accept returns of any products, goods and/or equipment after ninety (90) days from the date of the invoice. Buyer will be assessed a reasonable restocking fee on any accepted returns.

Approvals: Buyer is responsible for obtaining any required engineers', owners', and/or governmental agencies' approval of the products, goods, equipment and/or services. Seller does not warrant that the products, goods, equipment and/or services will meet any such approvals or specifications.

Limitation of Liability: In no event shall Seller be liable for any lost profits, down time, lost sales, operating or maintenance costs, or for any other special, indirect, incidental or consequential damages of Buyer.

Warranties: SELLER MAKES NO EXPRESS WARRANTIES WITH RESPECT TO ANY PRODUCT, GOODS AND/OR EQUIPMENT SOLD OR SERVICES PERFORMED AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller does not authorize anyone to make a warranty of any kind on its behalf and Buyer should not rely on any statement to that effect. Seller is not the manufacturer of the products, goods and/or equipment. If the manufacturer of the products, goods and/or equipment warrants the products, goods and/or equipment that Buyer has purchased, Buyer shall have whatever manufacturer's warranty there is subject to the terms and conditions of the warranty. The Buyer's sole and exclusive remedy, if any, shall be against the manufacturer and not Seller.

Integration: These Terms and Conditions constitute the entire agreement between Buyer and Seller with respect to this transaction and supercede and replace all prior negotiations agreements, and representation, oral or written. These Terms and Conditions may not be amended or modified except pursuant to a written document signed by both parties.

Governing Law: The terms of this agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Alaska.

Binding Effect: These Terms and Conditions shall be binding on the parties hereto and their heirs, personal representatives, successors, and assigns. The undersigned acknowledges and agrees to Alaska Pump & Supply, Inc. terms and conditions of sale/quote as referenced in our quote AKP23-0388 and is subject to Alaska Pump & Supply Inc.'s Standard Terms and Conditions of Sale which are outlined above and agrees to be bound by said Terms and Conditions. No other conditions previous or after date below apply.

Letters and Quotes: Notwithstanding any language to the contrary, nothing contained in our letters or quotes constitutes or is intended to constitute engineering work requiring a stamp or engineering seal by Alaska Pump & Supply, Inc.. We neither convey nor imply that the company or persons are practicing engineering herein.

Storage of Customer Goods: Purchased goods will be held for customer pick up or ship out, up to 14 calendar days. After 14 calendar days, storage fees of \$25 per day will accrue. Customer will be invoiced weekly for warehouse/yard storage fees.

Customer Name Printed

Company Name Printed

X _____
Customer Signature

Date:

Rev Date: 2/21/2023



CITY OF PALMER
LIFT STATION #6 PLC UPGRADE
INNER SPRINGER ROAD

Quote # 23-176

5/04/2023

TecPro is a wholly owned subsidiary of



For

Matt Midgett
Utilities Foreman
mmidgett@palmerak.org
(907) 795-6385

By

Joe York
Project Manager
joe.york@koniagew.com
(907) 715-3401

NOTICE

This document contains TECPRO proprietary information and has been provided for the sole purpose of evaluation. Acceptance of the document constitutes agreement that the recipient shall not disclose TECPRO proprietary information to any third party in whole or in part or transmit any documents or copies thereof in whole or in part to any third party without the expressed written consent of TECPRO

STATEMENT OF WORK:

Upgrade existing Monitor PRO pump controller with a new PLC pump control panel.

SCOPE OF WORK:

Remove the existing Flygt Monitor PRO controller. To include the enclosure and all internal parts. Move the temporary pump relay to the existing VFD #1 enclosure. Install new listed PLC based controller with enclosure. Install new level transducer and floats in the wet well. Re-use existing wet well control wiring routed through seal-offs. Terminate the new levels to intrinsically safe barriers in the PLC enclosure. Programming of the new PLC. Function test of all installed I/O points. Test and set all tank levels.

ASSUMPTIONS:

- Daily access to the locked building.
- VFD #2 is operational.
- Sensa phone is operational and communicating back to main facility.
- Existing wet well control wiring is usable.

EXCLUSIONS:

- Radio shot back to Main Facility
- SCADA communications back to the main facility. This is a stand-alone system.
- Any confined space tank work.

DELIVERABLES:

- Red-lined drawings
- O&M manuals for installed equipment

PRICE INFLATION:

Upon issuance of this quote it will remain valid for thirty (30) days. All pricing for this project is subject to change after this thirty (30) day period and may need to be adjusted based upon current material prices and other economic conditions.

WARRANTY:

Unless noted otherwise, all production items agreed upon by TecPro and the customer for this project will be warranted against defects in all construction materials and installation for a period of one (1) year from completion.

TENTATIVE SCHEDULE:

TBD

PRICE:

Total Price \$ 50,701.00

PROJECT TERMS AND CONDITIONS:

STANDARD TERMS AND CONDITIONS

This Standard Terms and Conditions (this "**Agreement**") shall apply to and govern the work stated in the proposed bid ("**Bid**") submitted by TecPro ("**Contractor**") for work required by City of Palmer ("**Customer**"). Customer understands and agrees that by agreeing to the Bid, it agrees to the terms contained in this Agreement.

1. Services.

(a) Contractor shall provide to Customer the services (collectively, the "**Services**") specified in the attached Bid and subsequently issued under this Agreement as agreed upon from time to time by the parties during the Term. Customer is permitted to subcontract any of the Services to any affiliate.

(b) Customer may change the Services described in the Bid (including, without limitation, addition or deletion of Services, suspension of performance and changes in schedules for performance) by giving written notice of such change. If any change in the Services causes an increase or decrease in the time required for the performance of the Services or in Contractor's costs to perform the Services, Customer shall adjust the schedule for performance of such Services and the compensation payable to Contractor accordingly. All such changes in the Services shall be included in a written amendment to the Bid or other written instrument evidencing such adjustments.

2. Term. The term of this Agreement shall commence as of the date of the acceptance of the Bid by Customer and shall remain in effect until the earlier of (a) the date on which the parties' obligations hereunder have been satisfied, or (b) the date upon which either party terminates pursuant to this Agreement (the "**Term**").

3. Compensation.

(a) Customer shall pay Contractor for the Services in accordance with the rates, charges, reimbursable expenses and other amounts specified in the Bid.

(b) Unless otherwise specified in the Bid, Contractor, not more than once a month, will submit to Customer an original invoice for any amounts payable hereunder for Services rendered during the prior month. The invoice will be in form and content acceptable to, and as may be reasonably specified by, Customer.

(c) Within thirty (30) days after Customer's receipt of each invoice, Customer will pay Contractor the amounts properly payable pursuant to such invoice. All amounts payable under this Agreement are denominated in United States dollars, and shall be paid in lawful money of the United States.

4. Confidentiality. Each party acknowledges and agrees that all trade secret and proprietary information of the other party (including, but not limited to, pricing, marketing plans, designs, drawings, work product, etc.) and all information communicated to a receiving party by a disclosing party in connection with the performance of this Agreement shall be treated as confidential, shall be used only for purposes of this Agreement, and no such confidential information shall be disclosed by the receiving party, its agents or personnel without the prior written consent of the disclosing party.

5. Relationship of Parties. Contractor will at all times be an independent contractor, and not an employee or agent of Customer in connection with the performance of the Services as set forth in this Agreement. Contractor will (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Customer; (b) not be entitled to any workers' compensation, pension, retirement, insurance, vacation pay, sick pay, or other benefits afforded to employees of Customer; (c) not represent to be or hold itself out as an employee of Customer; and (d) retain full control over the manner, methods and details by which it performs the Services. This Agreement will not be construed to create a partnership, joint venture, principal/agent relationship or employment relationship between Contractor and Customer.

6. Termination.

(a) Either party may terminate this Agreement, in whole or in part, at any time for any reason whatsoever upon thirty (30) days' written notice to the other party.

(b) Either party may terminate this Agreement upon the other party's material breach of this Agreement, provided that (i) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail, (ii) the breaching party does not cure the breach within ten (10) days following its receipt of such notice, and (iii) following the expiration of the 10-day cure period, the non-breaching party sends a second written notice to the breaching party indicating the non-breaching party's desire to terminate this Agreement.

(c) This Agreement may be terminated immediately upon written notice by either party if the other party (i) becomes insolvent or involved in a liquidation or termination of its business, (ii) is generally not paying its debts as they become due, (iii) commences any proceedings relating to such party under any federal or state law relating to bankruptcy, insolvency, reorganization or similar laws, (iv) applies for the appointment of a trustee, liquidator, or receiver of any part of its assets, (v) has a proceeding commenced against it relating to the appointment of a trustee, liquidator or receiver or pursuant to any proceedings under any federal or state law relating to bankruptcy, insolvency, reorganization, or similar laws (if not dismissed within 30 days of filing), (vi) becomes involved in an assignment for benefit of its creditors, or (vii) becomes adjudicated bankrupt.

7. Effect of Termination. If this Agreement is terminated pursuant to and in accordance with Section 7, upon delivery of a notice of termination (a) the parties shall cooperate to effect an orderly, efficient, effective and expeditious termination of their respective activities under this Agreement; (b) Contractor shall return to Customer any and all items delivered by Customer to Contractor; and (c) Contractor shall reimburse Customer for any prepaid expenses not incurred prior to delivery of the notice of termination. Contractor shall be paid by Customer for that portion of the Services actually performed and for documented expenses incurred by Contractor and authorized by Customer prior to delivery of the notice of termination.

TECPRO – Lift Station #6 PLC Upgrade 23-176

8. Disputes. Any and all claims, controversies, or disputes arising out of or relating to this Agreement, including without limitation, any claim, controversy, or dispute concerning any threatened, alleged, or actual breach of this Agreement or any determination, negotiation, or agreement reached by the parties under this Agreement (each a "**Dispute**"), shall be resolved exclusively as set forth in this section.

(a) The Dispute shall first be submitted in writing to a designated representative of each party, and such designated representatives shall attempt to resolve the Dispute within thirty (30) days of such submittal.

(b) If the Designated Representatives are unable to resolve the Dispute within the 30-day period provided in Subsection (a) and either party wishes to continue to pursue the Dispute, that party shall submit the Dispute in writing to a responsible officer of each party for resolution, and such officers shall attempt to resolve the Dispute within thirty (30) days of such submittal. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time.

(c) If good faith negotiations among the officers are unsuccessful within the 30-day period provided in Subsection (b), the parties agree to resolve the dispute by binding and final arbitration which shall take place in a site mutually agreed to by the parties. The arbitration shall be conducted by a single arbitrator selected by the agreement of the parties. The arbitrator shall be a person who is legally trained and is independent of either party. In the event that the parties are unable to agree upon an arbitrator, each party shall select one person with the qualifications set forth in the immediately preceding sentence, and the two persons so chosen shall agree upon a third person who shall be the arbitrator for the Dispute. The arbitrator shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The parties shall bear equally the cost of arbitration, provided, however, that each party shall bear its own legal fees with respect to the arbitration unless otherwise specifically provided for by the decision of the arbitrator. The arbitrator shall be bound to follow the provisions of this Agreement in resolving the dispute, and may award attorney's costs to the prevailing party, but shall not be empowered to award damages (such as punitive or exemplary damages) in excess of actual damages. The decision of the arbitrator shall be final and binding on the parties, and any award of the arbitrator may be entered or enforced in any court of competent jurisdiction. Venue for any such arbitration shall be Fairbanks, Alaska.

9. Indemnification and Hold Harmless. To the fullest extent permitted by law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other party and its consultants, agents, employees, officers, directors, members, subsidiaries, affiliates and parents (each an "Indemnified Party"), from and against all claims, liabilities, damages, suits, losses, penalties, fines, fees, costs and expenses of any nature whatever, including but not limited to attorney's fees, arising out of or resulting from, in whole or in part by, the actions, inactions, negligence or fault of the Indemnifying Party, anyone directly or indirectly employed by the Indemnifying Party or anyone for whose acts the Indemnifying Party may be liable, except to the extent caused or contributed to by (1) the actions, inactions, negligence or fault of the Indemnified Party, anyone directly or indirectly employed by the Indemnified Party or anyone for whose acts the Indemnified Party may be liable, or (2) the failure by the Indemnified Party to perform any term, covenant or condition of this Agreement. This clause shall survive the expiration or termination of this Agreement, and shall be in effect in perpetuity.

10. Notices. All notices or other written communication shall be deemed to have been given by the notifying party if mailed by certified mail, return receipt requested, to the receiving party addressed to its mailing address set forth on the Bid, or such other address as a party may designate in writing to the other party. Notices sent by any other means (i.e., U.S. mail, fax, overnight delivery, courier, e-mail or otherwise) are acceptable subject to written confirmation of transmission and receipt of the notice.

TECPRO – Lift Station #6 PLC Upgrade 23-176

11. Force Majeure. Neither party will be liable to the other party for delays in performing the work, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of Government authorities, extraordinary weather conditions, other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Customer will equitably adjust schedule and compensation under the Bid to address any force majeure condition.

12. Differing Site Conditions. If site conditions are encountered which differ materially from those indicated in the Bid, Contractor shall secure the site and notify Customer of the conditions. Customer will promptly investigate the site conditions and will equitably adjust the Bid schedule and/or price to address the differing site conditions.

13. Survival. This Agreement shall be governed by and construed under the laws of the State of Alaska, without regard to its laws relating to conflict of laws.

15. Miscellaneous. (a) If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any respect, in whole or in part, such provision shall be modified so as to be valid, legal or enforceable as the case may be, or if it cannot be so modified, severed from this Agreement, and this Agreement as so modified shall remain in full force and effect. (b) This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party hereto. (c) This Agreement may not be modified or amended, and no part or parts hereof waived, except by an instrument in writing signed by both parties hereto. (d) This Agreement contains the entire understanding and agreement of the parties. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein. (e) The terms, covenants and conditions of this Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. (f) Time is of the essence in each and every term, covenant and condition herein. (g) The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Agreement. (h) Unless stated herein, neither party may sell, assign, transfer, or otherwise convey by contract, operation of law (including by merger or other sale of control) or otherwise any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or conditioned.

Acceptance:

Print Name

Sign

Date

City of Palmer.

**City of Palmer
Resolution No. 23-026**

Subject: Accepting and Appropriating \$5,000 From MEA Charitable Foundation to Support the Palmer Police Department Bicycle Patrol Unit

Agenda of: August 7, 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: \$ **5,000.00**

This legislation (√):


- Creates revenue in the amount of: \$ 5,000.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 09-00-00-3690; 09-01-10-6055
- 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. 23-026

Summary Statement/Background:

Palmer Police Department officers are often the frontline in identifying youth at risk to substance abuse issues. The Bicycle Patrol Unit, staffed primarily with School Resource Officers (SROs), will maintain strong connections with the youth of the Palmer community throughout the year. Bike Patrol Officers, through their approachable presence and the example of their healthy lifestyle, will promote responsible choices for our youth.

Administration's Recommendation:

Approve Resolution No. 23-026.

LEGISLATIVE HISTORY

Introduced by:

Date:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 23-026

A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Appropriate \$5,000 From MEA Charitable Foundation to Support the Palmer Police Department Bicycle Patrol Unit

WHEREAS, Palmer Police Department officers are often the frontline in identifying youth at risk to substance abuse issues; and

WHEREAS, the Bicycle Patrol Unit, staffed primarily with School Resource Officers (SROs), will maintain strong connections with the youth of the Palmer community throughout the year; and

WHEREAS, the Palmer Police Department and its officers, particularly the SROs, are heavily invested in community-oriented policing and have established deep relationships with students in the community; and

WHEREAS, Bike Patrol Officers, through their approachable presence and the example of their healthy lifestyle, will promote responsible choices for our youth; and

WHEREAS, the focus population to be served by this project is the entire community of Palmer, with particular attention to its youth; and

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby to Accept and Appropriate \$5,000 From MEA Charitable Foundation to Support the Palmer Police Department Bicycle Patrol Unit.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council hereby to authorize the City Manager to execute the grant as offered.

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

Steven J Carrington, Mayor

Shelly Acteson, MMC, City Clerk

**City of Palmer
Action Memorandum No. 23-042**

Subject: Authorizing the City Manager to Enter into an Agreement with Togiak Police Department to Provide Field Training to Their New Police Officers

Agenda of: August 7, 2023

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

Originator Information:

Originator: Dwayne A Shelton, Chief of Police

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: \$ 3,125


- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ 3,125
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): Field Training Hours with benefits = \$3,125.00
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Sample MOU between Togiak PD and Palmer PD

Summary Statement/Background:

The City of Togiak has reached out to the Palmer Police Department (PPD) requesting PPD to providing field training, that is mandated by Alaska Police Standard Council, to their new police officer. Togiak does not have a Field Training program and therefore lacks the ability to provide the required training on their own. PPD has numerous Field Training Officers and has adequate staff to currently assist Togiak with field training their officer. The purpose of field training is to teach and monitor a recruit's ability to make decisions and how to apply the knowledge they've gained, from an academy/classroom training, into real life situations. Without this training the recruit is left to "trial and error" which is not ideal for the officer or the public.

Administration's Recommendation:

Approve Action Memorandum No. 23-042.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF TOGIAK AND THE _____**

1. PARTIES

1.1. The parties to this Memorandum of Understanding (“MOU”) are the City of Togiak (“Togiak”) and the _____ (“_____”). When the term “Parties” is used herein it is referring to Togiak and the _____ collectively.

2. RECITALS

2.1. The _____ has agreed to provide field training, certified by the Alaska Police Standards Council to fulfill the requirements of 13 AAC 85.040(e), to Christian Lliaban, currently employed by Togiak’s Police Department.

3. GENERAL

3.1. Responsibilities of _____

3.1.1. _____ shall provide a council-certified field training program to Togiak employee Christian Lliaban that meets the requirements of 13 AAC 85.040(e), allowing Lliaban to meet the basic standards for police officers contained in 13 AAC 85.010.

3.1.2. No later than _____ days before the field training program begins, _____ shall identify all personal equipment required to complete the field training program.

3.1.3. The training program contemplated by 3.1.1. shall be designed and implemented in such a way that it will begin no later than _____ and be completed no later than _____.

3.1.4. During the training program, _____ shall evaluate Lliaban in accordance with the standards of the City of Palmer Police Department’s Field Training Program.

3.1.5. After the training program has concluded, the City of Palmer Police Department will, in writing, provide Togiak with its assessment as to whether the City of Palmer Police Department would retain, terminate, or require remedial training of Lliaban, as if Lliaban were seeking employment as a police officer with the City of Palmer Police Department. The Parties acknowledge that any assessment would be informative only and would not bind Togiak to take any specific employment action in relation to Lliaban.

3.1.6. Upon successful completion of the training program, _____ shall take all necessary action and provide all necessary documentation to allow Togiak to submit the verification of completion, in the manner as required by 3AAC 85.010(e), to the Alaska Police Standards Council.

3.2. Responsibilities of Togiak

3.2.1. Togiak affirms that Christian Lliaban has completed a council-certified basic police officer academy as required by 13 AAC 85.010(e) and is qualified to obtain a basic police officer certificate in all respects other than the field training program to be provided by this MOU.

3.2.2. Togiak shall be responsible for providing all necessary equipment identified by _____ in 3.1.2, including uniforms, firearms, and ammunition.

- 3.2.3. Togiak shall be responsible for all salary, benefits, insurance premiums, housing, per diem, or other living allowance required for Christian Lliaban.

4. INDEMNIFICATION AND INSURANCE

- 4.1. Indemnity: To the fullest extent permitted by law, Togiak agrees to defend, indemnify, and hold harmless _____ from any injuries, claims, damages, lawsuits, causes of action, or other losses and expenses of any kind (including reasonable legal fees) arising from _____'s responsibilities as outlined in this Agreement, including, but not limited to, any personal injury or property damage to any third party, insofar as that loss is not caused by the negligence or willful misconduct of _____.

5. TERM; TRANSFERABILITY; AMENDMENTS; TERMINATION

- 5.1. This Agreement and any amendments thereto shall be effective upon full execution by both Parties and by approval of the Togiak City Council.
- 5.2. This Agreement is non-transferable and may be amended by mutual consent of both parties. All amendments must be in writing signed by both Parties.

6. MISCELLANEOUS PROVISIONS

- 6.1. Notices: All notices or other written communication required or permitted to be given under any provision of this Agreement shall be deemed to have been given by the notifying party if mailed by certified mail, return receipt requested, to the receiving party addressed to its mailing address.
- 6.2. Non-Waiver of Rights: The failure of either party to insist upon performance of any provision of this agreement, or to exercise any right, remedy or option provided herein, shall neither be construed as a waiver of the right to assert any of the same or to rely on any such terms or conditions at any time thereafter, nor in any way affect the validity of this Agreement.
- 6.3. Severability: If any covenant, condition, term, or provision contained in this Agreement is held or determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such covenant, condition, term, or provision shall be severed from this Agreement, and the remaining covenants, conditions, terms and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 6.4. Applicable Law: This Agreement shall be governed by and construed under the laws of the State of Alaska, without regard to its laws relating to conflict of laws.
- 6.5. Interpretation: The captions and headings used in this Agreement are solely for the convenience of the Parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this agreement; therefore, no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.
- 6.6. Counterparts: This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.7. Third-Party Beneficiaries: This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this agreement.

- 6.8. Force Majeure: Neither Party hereto shall be liable to the other for any and all losses, damages, costs, charges, counsel fees, payments, expenses, or liability due to delay or interruption in performing its obligations hereunder, and without the fault or negligence of such Party, due to causes or conditions beyond its control including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, failure of power, fire or other casualty, or natural disasters.
- 6.9. Entire Agreement: This written Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No prior or contemporaneous statement or representation, whether oral or written, has been relied upon by the parties, except as expressly stated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date set forth above.

CITY OF TOGIAK

By: _____

By: _____

**City of Palmer
Action Memorandum No. 23-043**

Subject: Authorizing the City Manager to Accept Donations to the Palmer Police Bike Patrol Program by Denise Statz and Kelly Dolfi in the Amount of \$1000

Agenda of: August 8, 2023

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

Originator Information:

Originator: Dwayne A Shelton, Chief of Police

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: \$ **1,000.00**

This legislation (√):

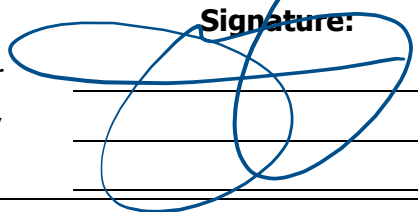
- Creates revenue in the amount of: \$ 1,000.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 09-00-00-3690 Misc Revenue 09-01-10-6055 PD Equipment
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

None

Summary Statement/Background:

In May of 2023, Denise Statz and Kelly Dolfi both publicly supported (before City Council) a Bike Patrol program for the Palmer Police Department. At that time they also pledged financial support of the program up to \$2000. On July 12, 2023, Denise Statz and Kelly Dolfi came to the Palmer Police Department and made cash donations of \$500 each to be used for the purchasing of uniforms, riding gear, helmets, etc. for the Bike Patrol program. The \$1000 in contributions was given to finance and is awaiting council's approval prior to spending.

Administration's Recommendation:

Approve Action Memorandum No. 23-043.

**City of Palmer
Action Memorandum No. 23-044**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the License Renewal of La Fiesta Mexicana #3696

Agenda of: August 7, 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: \$ _____

This legislation (√):

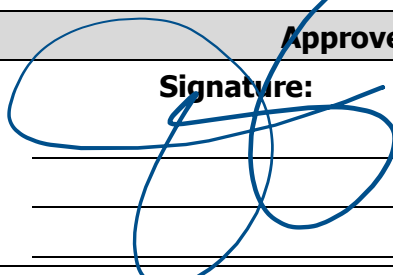
- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. #3696 Liquor License Review Form
2. #3696 New LGB Renewal Notice
3. #3696 Complete Renewal Packet

Summary Statement/Background:

La Fiesta Mexicana has applied for a Restaurant/Eating Place license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 23-044.

City of Palmer • Liquor License Review Form

BUSINESS NAME: La Fiesta Mexicana **OWNER:** Pedro A Gonzales
LICENSE TYPE: Restaurant/Eating Place
LOCATION: 132 W Evergreen Avenue, Palmer, Alaska 99645

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain: _____

Other Comments: _____

Gina Davis 07/19/2023
Finance Director Date

Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain: _____

Other Comments: _____

Brad Hanson 7/21/23
Community Development Director Date

Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain: _____

Other Comments: _____

Dwayne A Shelton 7-21-23
Chief of Police Date

TO COUNCIL FOR AGENDA OF: August 7, 2023



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

July 13, 2023

City of Palmer, Mat-Su Borough

Via Email: kelieff@palmerak.org; bahanson@palmerak.org; alex.strawn@matsugov.us;

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Restaurant / Eating Place	License Number:	3696
Licensee:	Pedro A. Gonzales		
Doing Business As:	La Fiesta Mexican Restaurant		

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

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

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

Sincerely,

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
7/13/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

3696

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

1130

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: La Fiesta
132 W Evergreen Ave

Mail Address:
Pedro A. Gonzales
132 W Evergreen Ave
Palmer, AK 99645

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

[Signature]
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
7/13/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

3696

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: La Fiesta
132 W Evergreen Ave

Mailing Address:
Pedro A. Gonzales
132 W Evergreen Ave
Palmer, AK 99645

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



AB-17: 2023/2024 License Renewal Application

Alcohol and Marijuana Control Office
550 W 7th Avenue,
Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	Pedro A. Gonzales	License #:	3696
License Type:	Restaurant/Eating Place		
Doing Business As:	La Fiesta Mexican Restaurant		
Local Governing Body:	Palmer, Matanuska-Susitna Borough		
Community Council:			

If your mailing address has changed, write the NEW address below:

Mailing Address:	132 W. Evergreen Ave.		
City:	Palmer	State:	AK
ZIP:	99645		

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Pedro A. Gonzalez	Contact Phone:	(907) 746-3335
Contact Email:	Pedroaga@mtaonline.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO

Handwritten initials/signature

AMCO
DEC 8 2022



Form AB-17: 2023/2024 License Renewal Application

Section 4 – Ownership Structure Certification

YES NO

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

2021 2022

1. The license was operated for more than 240 hours throughout each year. (Year-round)

2. The license was only operated during a specified time each year. (Not to exceed 6 months per year)

If your operation dates have changed, list them below:

_____ to _____

3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.

4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.

If you have not met the minimum number of hours of operation in 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "Other" and COVID is listed as the reason.

Section 6 - Violations and Convictions

YES NO

Have ANY Notices of Violation been issued for this license?

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022?

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license, and have provided all required documents for any new or changes of officers.

AMCO

DEC 08 2022



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

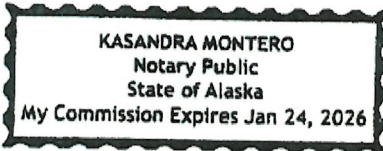
Pedro A. Gonzalez Ruiz
Signature of licensee

Pedro A Gonzalez Ruiz
Printed name of licensee

[Signature]
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 01/24/2024



Subscribed and sworn to before me this 5 day of December, 2022

- Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site applications must include a completed AB-36: Recreational Site Statement
- Tourism applications must include a completed AB-37: Tourism Statement
- Wholesale applications must include a completed AB-25: Supplier Certification
- Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

#100505722

License Fee:	\$600.00	Application Fee:	\$300.00	Misc. Fee:	\$
Total Fees Due:					\$900.00

AMCO

DEC 08 2022



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-33: 2023/2024 Restaurant Receipts Affidavit

What is this form?

A restaurant or eating place licensee must file a complete copy of this form along with its 2023/2024 license renewal application, in order to provide evidence to the Alcoholic Beverage Control Board that this licensed restaurant's receipts from the sale of food upon the licensed premises constitute no less than 50% of the gross receipts (food + alcohol sales) of the licensed premises for each calendar year in 2021 and 2022, as required by AS 04.11.100(e). This form is confidential.

This form must be completed and submitted with Form AB-17 to AMCO's main office before a license renewal application may be reviewed.

Section 1 – Establishment Information

This form is being submitted for the following license:

Licensee:	Pedro A. Gonzales	License #:	3696
License Type:	Restaurant/Eating Place		
Doing Business As:	La Fiesta Mexican Restaurant		

Section 2 – Gross Receipts for 2021 and 2022

Please fill out the following information carefully, contact AMCO staff if you have questions regarding this form. Enter the dollar amounts of the food and gross (food + alcohol) receipts on the licensed premises, and calculate the percentage of gross revenue that is from food sales on the licensed premises for each calendar year. (Food Revenue ÷ Gross Revenue x 100 = %)

$$\begin{array}{l}
 \$ \text{ [redacted]} \div \$ \text{ [redacted]} \times 100 = \text{ [redacted]} 85 \% \\
 \text{2021 Food Sales} \qquad \qquad \qquad \text{2021 Food + Alcohol Sales} \qquad \qquad \qquad \text{2021 Percent from Food}
 \end{array}$$

$$\begin{array}{l}
 \$ \text{ [redacted]} \div \$ \text{ [redacted]} \times 100 = \text{ [redacted]} 85 \% \\
 \text{2022 Food Sales} \qquad \qquad \qquad \text{2022 Food + Alcohol Sales} \qquad \qquad \qquad \text{2022 Percent from Food}
 \end{array}$$

I declare under penalty of perjury that this form, including all accompanying schedules and statements, is true, correct, and complete.

Pedro A Gonzalez
 Printed name of licensee

Pedro A Gonzalez
 Signature of licensee

AMCO
 NFC 08 2022

License Detail

LICENSE DETAILS

License #: 311960

[Print Business License](#)

Business Name: LA FIESTA

Status: Active

Issue Date: 08/16/2005

Expiration Date: 12/31/2023

Mailing Address: 132 W EVERGREEN AVE
PALMER, AK 99645

Physical Address: 132 W EVERGREEN AVE
PALMER, AK 99645

Owners

PEDRO A GONZALEZ-RUIZ

Activities

Line of Business

NAICS

Professional License #

72 - Accommodation and Food Services

722511 - FULL-SERVICE RESTAURANTS

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

LA FIESTA

132 W EVERGREEN AVE, PALMER, AK 99645

owned by

PEDRO A GONZALEZ-RUIZ

is licensed by the department to conduct business for the period

December 10, 2021 to December 31, 2023
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

Signature: 
Email: gdavis@palmerak.org

Signature: 
Email: dashelton@palmerpolice.com

Signature: 
Brad Hanson (Jul 21, 2023 09:59 AKDT)
Email: bahanson@palmerak.org

**City of Palmer
Action Memorandum No. 23-046**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the License Renewal of Klondike Mike's Saloon #649

Agenda of: August 7, 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: \$ _____

This legislation (√):

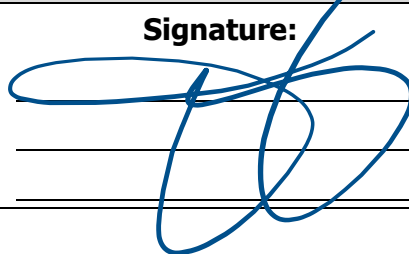
- Creates revenue in the amount of: \$ unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. #649 Liquor License Review Form
2. #649 New LGB Renewal Notice
3. #649 Complete Renewal Packet

Summary Statement/Background:

Klondike Mike’s Saloon has applied for a Beverage Dispensary license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration’s Recommendation:

Approve Action Memorandum No. 23-046.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Klondike Mike's Saloon **OWNER:** U-Line Beverage Company Inc.
LICENSE TYPE: Beverage Dispensary
LOCATION: 820 S Colony Way, Palmer, Alaska 99645

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain: _____

Other Comments: _____

Gina Davis 07/19/2023
Finance Director Date

Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain: _____

Other Comments: _____

Brad Hanson 7/21/23
Community Development Director Date

Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain: _____

Other Comments: _____

Dwayne A Shelton 7-21-23
Chief of Police Date

TO COUNCIL FOR AGENDA OF: August 7, 2023



THE STATE
of ALASKA
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

July 14, 2023

Matanuska-Susitna Borough, Palmer

Via Email: alex.strawn@matsugov.us; license.reviews@matsugov.us; keliEFF@palmerak.org;
bahanson@palmerak.org

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	649
Licensee:	U-Line Beverage Company, Inc.		
Doing Business As:	Klondike Mike's Saloon		

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

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

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

Sincerely,

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

2023-2024 Master Checklist: Renewal License Application

Doing Business As:	Klondike Mike's Saloon	License Number:	649
License Type:	Beverage Dispensary		
Examiner:	<i>Sonye 7/5/23</i>	Transaction #:	100523988, 100523989

Document	Received	Completed	Notes
AB-17: Renewal Application	1/3/23		
App and License Fees	1/3/23		

Supplemental Document	Received	Completed	Notes
AB-25: Supplier Certification			
AB-33: Restaurant Receipts Aff			
AB-36: Rec Site Statement			
AB-37: Tourism Statement			
AB-39: Change of Officers			
COI / COC / 5 Star / FAA Cert			
FP Cards & Fees / AB-08a			
Late Fee (after 12/31/2022)			
Additional Documents:			
Names on FP Cards:			

	Yes	No	N/A
CBPL Entity Printout included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Consideration: _____	Board Meeting Date: _____		
LGB Sent Date: _____	LGB Deadline Date: _____		
LGB 1 Name: <u>Palmer</u>	LGB 2 Name: <u>MSB</u>		
<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive
<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive	<input type="checkbox"/> Protest
<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed



Alaska Alcoholic Beverage Control Board

AB-17: 2023/2024 License Renewal Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Table with 2 columns: Field Name and Value. Fields include Licensee (Owner), License Type, Doing Business As, Local Governing Body, and Community Council.

If your mailing address has changed, write the NEW address below:

Table for mailing address with fields: Mailing Address, City, State, ZIP.

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Table for Contact Licensee with fields: Contact Licensee, Contact Phone, Contact Email.

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Table for Optional Contact with fields: Name of Contact, Contact Phone, Contact Email.

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO checkboxes with YES checked

AMCO

JAN 03 2022



Alaska Alcoholic Beverage Control Board
Form AB-17: 2023/2024 License Renewal Application

Section 4 – Ownership Structure Certification

YES NO

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have **NOT** notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

jen

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

2021 2022

- The license was **operated for more than 240 hours** throughout each year. (Year-round)
- The license was **only operated during a specified time** each year. (Not to exceed 6 months per year)
If your operation dates have changed, list them below:
 _____ to _____
- The license was only operated to meet the minimum requirement of 240 total hours each calendar year. A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.
- The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated. If you have not met the minimum number of hours of operation in 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "Other" and COVID is listed as the reason.

Section 6 - Violations and Convictions

YES NO

Have **ANY** Notices of Violation been issued for this license?

Has **ANY** person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022?

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license, and have provided all required documents for any new or changes of officers.



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Signature of licensee



CAROL L. LLOYD
Commission # HH 047693
Expires September 29, 2024
Bonded Thru Budget Notary Services

Signature of Notary Public

Printed name of licensee: William E. Nyberg

Notary Public in and for the State of Florida

My commission expires: September 29, 2024

Subscribed and sworn to before me this 12th day of November, 2022

- Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit
Recreational Site applications must include a completed AB-36: Recreational Site Statement
Tourism applications must include a completed AB-37: Tourism Statement
Wholesale applications must include a completed AB-25: Supplier Certification
Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx

FOR OFFICE USE ONLY

Table with columns: License Fee, Application Fee, Misc. Fee, Total Fees Due

Handwritten notes: 100523988, 100523989, pastmarked 12/30/22, AMCO, JAN 03 2022



Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
 LICENSING**

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	U-LINE BEVERAGE COMPANY, INCORPORATED

Entity Type: Business Corporation

Entity #: 86484D

Status: Good Standing

AK Formed Date: 4/28/2004

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2024

Entity Mailing Address: 226 N NOVA RD STE 307, ORMOND BEACH, FL 32174

Entity Physical Address: 226 N NOVA RD, SUITE 307, DAYTONA BEACH, FL 32174

Registered Agent

Agent Name: CHRISTINE STEINER

Registered Mailing Address: 15631 CHRIS CT, EAGLE RIVER, AK 99577

Registered Physical Address: 15631 CHRIS CT, EAGLE RIVER, AK 99577

Officials

Show Former

AK Entity

#	Name	Titles	Owned
	LILLIAN NYBORG	Shareholder, Director, President, Treasurer, Secretary, Assistant Treasurer, Vice President	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
4/28/2004	Creation Filing	Click to View	
9/20/2004	Biennial Report		
9/20/2004	Initial Report	Click to View	
2/10/2006	Biennial Report	Click to View	
1/18/2008	Biennial Report	Click to View	
1/11/2010	Biennial Report	Click to View	
1/22/2013	Biennial Report	Click to View	
3/04/2013	Agent Change	Click to View	
4/30/2014	Biennial Report	Click to View	
5/05/2014	Agent Change	Click to View	
4/05/2016	Biennial Report	Click to View	
9/27/2016	Agent Change	Click to View	
9/27/2016	Change of Officials	Click to View	
1/29/2018	Biennial Report	Click to View	
2/06/2018	Agent Change	Click to View	
3/20/2018	Correction	Click to View	Click to View
5/24/2019	Agent Change	Click to View	
12/26/2019	Biennial Report	Click to View	
12/08/2020	Change of Officials	Click to View	
9/12/2022	Admin Dissolution		Click to View
2/09/2023	Biennial Report	Click to View	
2/09/2023	Agent Change	Click to View	
2/09/2023	Reinstatement		Click to View

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[CONTACT US](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

KLONDIKE MIKES

226 N NOVA RD SUITE 307, ORMOND, FL 32174

owned by

U-LINE BEVERAGE COMPANY, INCORPORATED

is licensed by the department to conduct business for the period

May 26, 2023 to December 31, 2024
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
07/14/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

649

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispens

[Empty box for license type details]

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Klondike Mike's Saloon
820 S Colony Way

Mail Address:
U-Line Beverage Company, Inc.
226 North Nova Rd Suite #307
Ormond, FL 32174

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

[Signature]
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD
FORM CONTROL

LICENSE NUMBER

XXXX

ISSUED
07/14/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

649

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispens

[Empty box for license type details]

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Palmer
Matanuska-Susitna Borough

D/B/A: Klondike Mike's Saloon
820 S Colony Way

Mailing Address:
U-Line Beverage Company, Inc.
226 North Nova Rd Suite #307
Ormond, FL 32174

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)

**City of Palmer
Resolution No. 23-013-A**

Subject: Support of The Designation of The Mat-Su Valley Planning For Transportation (MVP For Transportation) as the Metropolitan Planning Organization (MPO) of the Mat-Su Area

Agenda of: April 25, 2023, May 9, 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: \$ _____



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

Funds are (√):

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

Director of Finance Signature: _____

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 23-013-A

Summary Statement/Background:

The Wasilla/Knik-Fairview/North Lakes area was designated in the list of 202 urban areas by the Department of Commerce Census Bureau in a Federal Register notice dated December 29,2022.

49 U.S.C. § 5303 as amended by the Infrastructure and Investment Jobs Act, which section is identical to 23 U.S.C. § 134 of the Federal Aid Highway Act, requires the designation of a metropolitan planning organization ("MPO") for each urbanized area within the country of at least 50,000 population.

USC § 104(f), 23 USC § 134 and 49 USC § 5303 – 5306 are the Federal Transportation Planning Statutes that provide funding and require designation of a metropolitan planning organization for urbanized areas of at least 50,000 population to carry out a transportation planning process and receive federal funding.

Those Statutes require the State and the local governments to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process.

Administration's Recommendation:

Approve Resolution No. 23-013-A

LEGISLATIVE HISTORY

Introduced by: Manager Moosey
Date: April 25, 2023
Public Hearing: April 25, 2023
Second Public Hearing: May 9, 2023
Amended: June 13, 2023
Vote:

Yes:

No:

CITY OF PALMER, ALASKA
Resolution No. 23-013-A

A Resolution of the Palmer City Council in Support of Mat-Su Valley Planning for Transportation (MVP for Transportation) as the Metropolitan Planning Organization (MPO) of the Mat-Su Area, Formation of the MVP as an Independent Organization and Provide for Membership in the MPO and as a Member of the Board of Directors

WHEREAS, 49 U.S.C. § 5303 as amended by the Infrastructure and Investment Jobs Act, which section is identical to 23 U.S.C. § 134 of the Federal Aid Highway Act, requires the designation of a metropolitan planning organization ("MPO") for each urbanized area within the country of at least 50,000 population; and

WHEREAS, USC § 104(f), 23 USC § 134 and 49 USC § 5303 – 5306 are the Federal Transportation Planning Statutes that provide funding and require designation of a metropolitan planning organization for urbanized areas of at least 50,000 population to carry out a transportation planning process and receive federal funding;

WHEREAS, those Statutes require the State and the local governments to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process; and

WHEREAS, an MPO, is generally comprised of representative from local government, transportation stakeholders and governmental transportation authorities with the purpose of ensuring regional cooperation in transportation planning and providing a conduit for the federal funding of transportation projects and programs; and

WHEREAS, designation or selection of officials or representatives to serve on the MPO Board is not set by federal law or regulation and the State of Alaska is silent on who is to serve on small MPO (less than 200,000 persons) Boards; and

WHEREAS, the Wasilla/Knik-Fairview/North Lakes, AK area was designated in the list of 2020 urban areas by the Department of Commerce Census Bureau in a Federal Register notice dated December 29, 2022; and

WHEREAS, under 23 U.S.C. § 134, via an agreement with the Governor of the State of Alaska and units of general-purpose local government that together represent at least 75 percent of the affected population, an MPO shall be designated within one-year of the release of the Federal Register Notice announcing the qualifying urban areas; and

WHEREAS, this agreement must contain a map of the new Metropolitan Planning Area (MPA) which delineates the area of responsibility of the MPO and is defined by the U.S. Census, and that area that is anticipated to be considered urban in the next 20 years; and

WHEREAS, in July 2020, a consultant team was retained by the Matanuska-Susitna Borough (“MSB”) to coordinate the planning for a new MPO funded by federal transportation Planning funds; and

WHEREAS, in October 2020, a Steering Committee was established, made up of transportation stakeholders of the region, whose mission is to guide the MPO formation process as it relates to presenting recommendations to the Pre-MPO Policy Board regarding organizational and operational structure and the City of Palmer is represented on this committee; and

WHEREAS, in September 2021, a Pre-MPO Policy Board was established, made up of local government officials, the State of Alaska Department of Transportation and Public Facilities, and multi-modal advocates to oversee the development of all federally required documents necessary to be designated by the Governor as the MPO of the Mat-Su urbanized area and the City of Palmer is represented on this board; and

WHEREAS, the planning effort for the establishment of the new MPO has progressed in earnest since July 2020, conducting monthly public meetings, developing a website, annual work plans, Public Participation Plan, Public Participation Plan for Pre-MPO designation efforts, MPO Boundary Development Strategy and subsequent Metropolitan Planning Area boundary development, Metropolitan Transportation Plan Scope of Work, membership dues structure, organizational Bylaws and Operating Agreement; and

WHEREAS, the Pre-MPO Policy Board, in March 2022, unanimously voted to adopt the formation of an independent, 501(c)(3) organization for MVP for Transportation; and

WHEREAS, MVP for Transportation is submitting the Pre-MPO Policy Board approved Operating Agreement, Bylaws and Metropolitan Planning Area Boundary to the Governor for designation as the new MPO for the Wasilla/Kink-Fairview/North Lakes, AK urbanized area and needs to establish its office, hire staff, establish a bank account, file Articles of Incorporation with the State of Alaska Department of Commerce, Community and Economic Development Division of Corporations, obtain Business and Professional Licensing to become a non-profit corporation, negotiate intergovernmental agreements to establish participation by member agencies and associated dues, so that transportation planning work can begin on behalf of the MPO.

WHEREAS, the City of Palmer supports the Memorandum of Understanding for the Operation of the Mat-Su Planning for Transportation Office section 8 titled as “Termination” authorizing the City of Palmer the opportunity to withdrawal from the MPO with thirty days written notice and after withdrawal will be reimbursed for Membership Fees within sixty days of termination date.

WHEREAS, in the event the City of Palmer objects by a vote of the City Council, to a MPO designated projected located solely within City limits or on City Property, that projected will be terminated.

WHEREAS, the City of Palmer supports an MVP for Transportation policy board composition of the following:

3 Mat-Su Borough officials

2 City of Palmer officials

2 City of Wasilla officials

1 Department of Transportation official

1 Knik Tribe official

1 Chickaloon Native Village official

NOW, THEREFORE, BE IT RESOLVED that the City of Palmer supports the designation of MVP for Transportation by the Governor as the MPO of the Mat-Su metropolitan planning area.

BE IT FURTHER RESOLVED that the City of Palmer supports the formation, organization, and operation of the MPO as an independent organization.

BE IT FURTHER RESOLVED that the City of Palmer Mayor will serve as a member of the policy board of MVP for transportation.

BE IT FURTHER RESOLVED that the City of Palmer Mayor will serve as a member of the board of directors of MVP for transportation and execute all related organizational and administrative documents on behalf of MVP for transportation.

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

Steven J Carrington, Mayor

Shelly Acteson, CMC, City Clerk