

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
September 12, 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. August 22, 2023, Regular Meeting

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Gary Wolf and Angie Brose, Palmer Library Project Update
2. Elected Officials in Attendance
3. Board/Commission Members in Attendance
4. A Proclamation Recognizing Josephine Herbert

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. 23-021:** Directing the City Manager to Authorize Hardware and Software Upgrades to the City's Technology Infrastructure in the Amount of \$34,057
2. **Resolution No. 23-028:** Authorizing the City Manager to Accept and Appropriate Funds from the Matanuska Susitna Borough School District for a School Resource Officer at Colony High School and Colony Middle School and to Fill the Patrol Officer Vacancy Created by Assigning an SRO to Colony High School
3. **Resolution No. 23-029:** Accepting and Appropriating \$2,461,261 from the Matanuska-Susitna Borough's State and Local Fiscal Recovery Funds as a Subaward Grant in Support of the Bogard Road Booster Station Construction

I. ACTION MEMORANDA

1. **Action Memorandum No. 23-050:** Authorizing the City Manager to Accept Donations to the 2023 Palmer Police Bike with the Blue Event by the Mat-Su Health Foundation in the Amount of \$500
2. **Action Memorandum No. 23-051:** Authorizing the Palmer City Manager to Purchase a Crown Walkie Straddle Stacker in an Amount not to Exceed \$18,945 To Replace Palmer Fire & Rescue's

Damaged Electric Lift

3. **Action Memorandum No. 23-052:** Authorizing the Palmer City Manager to Purchase a SCBA Decon Washer in an Amount Not to Exceed \$37,553.30 to Reduce Use on Palmer Fire & Rescue's Extractor
4. **Action Memorandum No. 23-053:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the Liquor License Renewal of Humdinger's Gourmet Pizza Co. #3767

J. UNFINISHED BUSINESS

K. NEW BUSINESS

1. Discussion regarding residency requirement for Palmer City Manager: City of Palmer, Alaska, Municipal Charter, Section 5.4, and Palmer Municipal Code, 4.15.060

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
September 26	Regular	6 pm	
October 10	Regular	6 pm	Certify election
October 24	Regular	6 pm	
November 14	Regular	6 pm	
November 28	Regular	6 pm	

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on August 22, 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, Deputy Mayor Pam Melin, Carolina Anzilotti, and Richard W. Best

Staff in attendance:

- Shelly M. Acteson, CMC, City Clerk
- Sarah Heath, City Attorney
- Brad Hanson, Community Development Director
- John Moosey, City Manager – (on Zoom)
- 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 amended

Moved by:	N/A
Seconded by:	N/A
Vote:	Unanimous Consent
Action:	Motion Carried

Mayor Carrington requested to move item J.1. Resolution No. 23-013-A, to item E.1.

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. In attendance were Clint Adler, Mat-Su Region Chief, department of Transportation, and Adam Bradway, Lead Planner, Department of Transportation

Council Members agreed without any objections to suspend the rules and allow for a questions and answers session with the attendees.

F. REPORTS

1. City Manager’s Report

- No report at this time as Manager was unable to log on to Zoom.

2. Mayor's Report

- Written report in the packet.

3. City Clerk's Report

- Reminder of the upcoming absentee in person voting at city hall timeframe.

4. City Attorney's Report

- Commented on pending lawsuits and an executive session in the future.

G. AUDIENCE PARTICIPATION

Representative DeLena Johnson was in attendance and provided a legislative update.

Polly-Beth Odom:

- Provided an update on the activity in the first month of the newly opened Navigation Center.

Travis Friesen:

- Commented on the Police department Bike Program and the lack of sidewalks in his neighborhood.

Jackie Goforth:

- Commented on First Amendment rights and a book challenge.

Mike Chmielewski:

- Commented on the Statewide Transportation Improvement Program and invited council members to go the Pioneer home and try to maneuver awheelchair across some of the streets in the city.

Erik Anderson:

- Commented on variances given to property developer.

H. PUBLIC HEARINGS

- **Resolution 23-002-A:** Amending the City of Palmer 2023 Fee Schedule to Include Advertising Rates for Dasher Boards and Hanging Banners and to Amend the Hourly Rental Rates at the MTA Events Center

Mayor Carrington opened the public hearing.

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

Community Development Director Brad Hanson provided a staff report.

Main Motion: To Adopt Resolution No. 23-002-A

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

- **Resolution No. 23-005-A:** Amending the 2023 City of Palmer Budget for the Fiscal Year Ending December 31, 2023

Mayor Carrington opened the public hearing.

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

Finance Director Gina Davis provided a staff report.

Main Motion: To Adopt Resolution No. 23-005-A

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

I. ACTION MEMORANDA

1. **Action Memorandum No. 23-045:** Approving a Council Community Grant to Matsu Valley Rebuild in the Staff Recommended Amount of \$1,500 for the MVR Forever Home Project

Main Motion: To Approve Action Memorandum No. 23-045

Moved by:	Best
Seconded by:	Alcantra
Vote:	4 to 3; approved
Action:	Motion Carried

2. **Action Memorandum No. 23-047:** Authorizing the City Manager to Negotiate and Enter into a Contract with Northern Gravel & Trucking, LLC for the Purchase and Delivery of 180 Tons of Road Salt in the Amount of \$30,600

Main Motion: To Approve Action Memorandum No. 23-047

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

3. **Action Memorandum No. 23-048:** Authorizing the City Manager to Negotiate and Execute a Three (3) Year Contract with Two (2), One (1) Year Extensions with HDL Engineering Consultants, LLC the Selected Consulting Engineering Firm for the Engineering Services for Ongoing Planning and Capital Improvement Projects at the Warren "Bud" Woods Palmer Municipal Airport from the Request for Proposal #PAQ 23-001 ES

Main Motion: To Approve Action Memorandum No. 23-048

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

4. **Action Memorandum No. 23-049:** Authorizing the City Manager to Negotiate and Execute a Contract with Alaska Demolition for Removal of Debris from the Palmer Public Library Roof Collapse in an Amount Not to Exceed \$45,705

Main Motion: To Approve Resolution No. 23-049

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

J. UNFINISHED BUSINESS

K. NEW BUSINESS

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

Jackie Goforth:

- Commented on the new all-ages park in Palmer.
- Commented on library policies.

Dave Lundin:

- Thanked the Council for approving AM 23-048, and provided a timeline of his company location changes in recent years.

Erik Anderson:

- Commented on the obligations associated with an MPO.

Travis Friesen:

- Commented on the MPO resolution, the need for additional bike lanes and the homelessness situation.

Mike Chmielewski:

- Commented on the MPO legislation and the parallels between big cities and small cities.

N. EXECUTIVE SESSION

O. COUNCIL MEMBER COMMENTS

Council Member Anzilotti:

- Commented on the state fair parade, and the police bike patrol program.

Council Member Ojala:

- Commented on the bike patrol program, the fair, and suggested possibly building a walkway above the current railroad tracks.

Council Member Tudor:

- Commented on the new parks in Palmer and the city becoming a better and better place for residents all the time.

Deputy Mayor:

- Thanked the council members for thoughtful deliberation of legislation and commented on the favorable relationship the city has with HDL Engineering Services.

Council Member Best:

- Thanked his peers for their patience and collaborative efforts as a group.

Council Member Alcantra:

- Commented on the beauty and ease of his recent trip to Anchorage on the bus.

Mayor Carrington:

- Commented on the police bike patrol and requested a council member attend the Hagan Park ceremony at 12:30 on August 30.

P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:47 p.m.

Approved this 12th day of September, 2023.

Shelly M. Acteson, CMC, City Clerk

Steve Carrington, Mayor



PROCLAMATION

A PROCLAMATION RECOGNIZING JOSEPHINE HERBERT

WHEREAS, Josephine Herbert overcame a challenging upbringing, finding strength and stability with a foster family in the Mat-Su Valley;

WHEREAS, Josephine worked diligently to catch up on her education and engage in activities that are typical for teenagers, enhancing her confidence and communication skills;

WHEREAS, Josephine compassionately serves as an advisor for girls facing struggles in family relationships or personal challenges, consistently making herself available when needed;

WHEREAS, through her dedicated actions at school she has earned the esteemed title of Miss Alaska High School, and she serves as the drum major for the Colony High School band, a National Honor Society member, cheerleader, student government representative, Key Club member, and an inductee into the national Tri-M Music Honor Society;

WHEREAS, Josephine volunteers her time for various non-profit organizations organizing the Trend Alaska Fashion Show for Let Every Woman Know, and partakes in special community celebrations;

WHEREAS, Josephine seeks to motivate others, showing that it's possible to overcome significant challenges, and she champions others to find their own voice;

WHEREAS, Josephine will continue her personal and educational growth, as she enters 11th grade at Colony High School in Palmer this fall;

NOW, THEREFORE, BE IT RESOLVED by the mayor and city council of the city of Palmer, Alaska that September 15, 2023 is


JOSEPHINE HERBERT DAY

as we recognize Josephine Herbert for her remarkable efforts, contributions, and achievements, and commend her as a symbol of perseverance, empathy, and community service in our midst.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the city of Palmer to be affixed on this 12th day of September 2023.

Steve Carrington, Mayor

Shelly Acteson, CMC, City Clerk



Palmer Mayor's Report

Tuesday September 12, 2023, Council Meeting

Library Update

Under *Communications and Appearance Request* architects Gary Wolf and Angie Brose will give a Palmer Library update. Also a Library Outreach meeting will be at the Palmer Depot from 4 – 6 p.m.

MVP MPO – MatSu Valley Planning for Transportation

The Pre-MPO Policy Board cancelled their Aug. 30, 2023 meeting. The next meeting is scheduled for Sept. 19. I plan to attend with John Moosey. A New Business item will probably be to confirm signatories to the Non-Profit Corporation.

Meeting Agenda Highlights:

Public Hearings


We have three public hearings for this meeting.

- The first is a resolution authorizes hardware and software upgrades to the city's technology infrastructure.
- The second is a resolution accepting and appropriating funds from the MSB School District for the Colony High and Middle School Resource Officer (SRO).
- The third is a resolution accepting and appropriating funds toward Bogard Road Booster Station construction.

Action Memoranda

We have four action memoranda.

- The first authorizing the City Manager to accept money for the Palmer Police Bike with the Blue event from the Mat-Su Health Foundation.
- The second authorizes the City Manager to purchase a replacement Electric Lift for Palmer Fire & Rescue.
- The third authorizes the City Manager to purchase a Decon Washer for Palmer Fire & Rescue.
- The fourth is a liquor license renewal for Humdinger's Gourmet Pizza Co.



Palmer Mayor's Report

New Business

Discussion regarding residency requirement for Palmer City Manager. Deputy Mayor requested the council have a discussion of the Palmer City Manager residency requirement.

Mayor Steve Carrington

Attachment(s):

1. Resolution No. 23-021
2. City of Palmer FD Switch
3. City of Palmer 4.4.23 Agreement
4. City of Palmer 4.11.23 Agreement

Summary Statement/Background:

We are facing a number of technical upgrades and support renewals within the City of Palmer (COP). First, in City Hall, we are on the brink of needing to fully refresh our server and storage unit infrastructure. Our existing units are at the end of their manufacturer's service life and are running on "Windows Server 2012", which is set to become outdated. This operating system is scheduled to reach its end of life on 10/10/23. From that point onwards, it won't receive any security patches from Microsoft, creating a potential security vulnerability for the city.

The same situation is unfolding in the City of Palmer Fire Department. Their servers are also running on "Windows Server 2012". Without an urgent upgrade, these servers will lose their security updates post 10/10/23, posing a threat to the integrity of the city's server environment.

In addition, we have a support subscription due for renewal for the Fortinet 248E FPOE switch in the Fire Department. This renewal is quite comprehensive, providing us with 24x7 Email support, Advance Hardware updates, Firmware & General updates. This is critical to keep our equipment operating effectively.

Administration's Recommendation:

Approve Resolution No. 23-021.

LEGISLATIVE HISTORY

Introduced by: Manager Moosey

Date:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

Resolution No. 23-021

A Resolution of the Palmer City Council Directing the City Manager to Authorize Hardware and Software Upgrades to the City’s Technology Infrastructure in the Amount of \$34,057.

WHEREAS, the servers and storage units of the City of Palmer (COP) City Hall Department are reaching the end of their manufacturer's service life and require a complete refresh, and;

WHEREAS, these servers are running on "Windows Server 2012" which is set to reach its end of life on 10/10/23, causing the cessation of security patches from Microsoft and introducing a potential security risk for the city, and;

WHEREAS, the servers of the City of Palmer Fire Department are similarly running on "Windows Server 2012" and require an urgent upgrade to continue receiving security updates post 10/10/23, thereby mitigating potential security threats, and;

WHEREAS, a support subscription renewal is due for the Fortinet 248E FPOE switch in the Fire Department, which includes comprehensive 24x7 Email support, Advance Hardware updates, Firmware & General updates,

NOW THEREFORE, be it resolved that the Palmer City Council approves the allocation of funds totaling \$34,057 to address these imminent technical upgrades and support renewals in a timely manner, thus preventing any potential security risks and ensuring the continuity of service for the city.

Approved by the Palmer City Council this 27th day of June 2023.

Steven J Carrington, Mayor

Shelly Acteson, CMC, City Clerk

We have prepared a quote for you

COP-FD - Switch Warranty

Quote # 031411 Version 1



alaska
COMMUNICATIONS®

Prepared for:


City of Palmer

Chad Cameron
ccameron@palmerak.org

Prepared by:

Alaska Communications Services, Inc.

Bruce Witt
Bruce.Wittjr@acsalaska.com



Statement of Work

The City of Palmer (COP) Fire Department has a support subscription due for the Fortinet 248E FPOE switch (SN# S248EFTF19009017) named COP-FTC-SW3. This support renewal covers 24x7 Email, 24x7 Comprehensive Support, Advance HW, Firmware & General Updates. License key will be sent to Scott Work Scott.Work@acsalaska.com to enter it in Fortinets support website.

The new end date for this support will be 4/28/2024.


Software

Description	Price	Qty	Ext. Price
FORTINET COTERM RENEWAL	\$390.95	1	\$390.95
Subtotal:			\$390.95


Supply Chain Delays

The COVID-19 pandemic has disrupted the global supply chain. Alaska Communications may encounter delays outside our control as a result of supply chain disruptions. This could mean delays in estimated equipment delivery dates and project completion timelines.

We apologize for the inconvenience and appreciate your patience.


Change Control

From time to time scope and requirement changes may occur throughout the progress of this project. In the event a situation occurs during the delivery of this solution that requires a modification to the currently proposed Statement of Work, Materials, Licenses, Subscriptions, or Professional Services related to this quote, Alaska Communications will prepare a Project Change Order.

Project Change Orders will have a clear Statement of Work, associated costs enumerated, and will be agreed upon prior to delivery of the associated change.

Project schedule and implementation plans will be coordinated with project stakeholders and approved by both the customer and Alaska Communications.

COP-FD - Switch Warranty

Prepared by:

Alaska Communications Services, Inc.

Bruce Witt
 (907) 375-1145
 Fax (907) 375-1188
 Bruce.Wittjr@acsalaska.com

Prepared for:

City of Palmer

231 W Evergreen Ave
 Palmer, AK 99645
 Chad Cameron
 (907) 761-0327
 ccameron@palmerak.org

Quote Information:

Quote #: 031411

Version: 1
 Delivery Date: 03/27/2023
 Expiration Date: 04/10/2023

Quote Summary

Description	Amount
Software	\$390.95
Total:	\$390.95

Alaska Communications generates billing and/or recognizes revenue for work performed on a monthly basis. This may consist of material delivered and accepted by the customer for storage at the customers location or if agreed upon at an Alaska Communications facility, non-tangible software licenses or subscriptions, and professional services performed to date. Purchase orders under this quote are subject to Alaska Communications' Terms and Conditions at www.alaskacommunications.com/businessstermsandconditions . This quote expressly limits acceptance to the terms herein

Alaska Communications Services, Inc.

City of Palmer

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: Chad Cameron

Date: _____

Contract Type

New Amendment / Order to Contract ID # Renewal, Effective Date

Co-terminus with Existing Agreement, Date

Business/ Customer Information

Business Name: City of Palmer

Billing Address Line 1: 231 W. Evergreen Ave

Billing Address Line 2: _____

City/State/Zip: Palmer, AK, 99645

Order Contact: Chad Cameron

Contact Email: ccameron@palmerak.org

Account Number: _____

Service Street Address*: 231 W. Evergreen Ave

Service Address – Line 2: _____

Service City/State/Zip*: Palmer, AK, 99645

Contact Phone Number: 907-761-0327

*If different from Billing Address: _____

Scope of Services

Inside wiring: Yes

Products and Services	Service Descriptions Attachments	Exhibits
Professional Services		Exhibit 1: SOW Exhibit 2: Service Pricing [or pricing is per notes, below]

Cost are incremental to any existing services:

Term No Term Monthly Recurring Charges: **\$0** Initial Non-Recurring Charges: **\$6,049.00**

Letter of Authorization (For Local and Long Distance Carrier Changes)

I desire to change the Services marked below to Alaska Communications for the numbers listed on the Service Order. I authorize orders to be placed for me on my behalf by Alaska Communications.

Local Telephone Service In-State Long Distance Out-of-State Long Distance

I agree that Alaska Communications may provide Customer Proprietary Network Information detail to me at my request, without prior password authentication, based on the methods specified in the Privacy section of the ACSA.

Yes! I would like to receive information on Alaska Communications' products, promotions, and services.

Yes! I would like to receive information from Alaska Communications' contractual affiliates on products, promotions, and services.

I acknowledge that I have read and understand the ACSA and all applicable exhibits and attachments, including the pricing applicable to all Services I have chosen.

I am authorized to sign this ACSA and agree to be bound by it. I UNDERSTAND AND AGREE THAT EARLY TERMINATION MAY RESULT IN EARLY TERMINATION CHARGES.

I AGREE TO THE ALASKA COMMUNICATIONS TERMS AND CONDITIONS AT ALASKACOMMUNICATIONS.COM/BUSINESSTERMSANDCONDITIONS AS THEY MAY BE AMENDED.

Service Details

Remove server

Attachments

Exhibit 1 & 2 - Quote 31448

CHANGES TO TERMS CONDITIONS, SERVICES DESCRIPTIONS, EXHIBITS, AND THIS FORM GO HERE AND REQUIRE LEGAL DEPARTMENT APPROVAL. INITIALS OF LEGAL TEAM REP (REQUIRED IF TEXT IS ENTERED BELOW) _____ Date _____

Customer

Alaska Communications

Signature: _____

Signature: _____

Name: _____

Name: _____

Business Name: City of Palmer

Business Name: Alaska Communications

Date: _____

Date: _____

We have prepared a quote for you

COP - FD - pal - Remove Sever 2012 - 04202023

Quote # 031448 Version 1



alaska
COMMUNICATIONS®

Prepared for:


City of Palmer

Chad Cameron
ccameron@palmerak.org

Prepared by:

Alaska Communications Services, Inc.

Bruce Witt
Bruce.Wittjr@acsalaska.com


 Statement of Work

The City of Palmer Fire Dept (COP) servers are in need of an operating system upgrade. The current version installed on these servers is "Windows Server 2012" which has an end of life date of 10/10/23. At this time, if the servers don't get upgraded, these servers will no longer be eligible to receive security patches from Microsoft, thus creating a security risk for the City of Palmer Fire Dept server environment.

Servers impacted that need to be upgraded:

- COP-FTC-HYP1 - Physical Host
- COP-FTC-AD1 - Virtual Machine
- COP-FTC-FAPP1 - Virtual Machine

Alaska Communications Engineer will perform the following tasks below and will install and configure on site.

- Download Media. Stand up new Hyper-V VMs at FTC and Update: COP-FTC-DC1 & COP-FTC-FILE1, install backup agent
- Install AD DS, Promote DC, Install DHCP
- Install NPS Role to Transition configuration to FTC-DC, update Meraki, Test configuration
- Install SQL Express, backup restore FH SQL database
- Transition Home Folders Shared Folder configurations
- Transition Printers and MFPs
- Download & Coordinate with HPE to Reinstall FMAudit

Please Note

- The task "Transition Home Folders Shared Folder configurations" requires T &M labor.
 - The 4 normal and 4 OT hours are estimated, actual labor used will be billed. COP will be notified if additional labor is required.
- The same licensing will be used next year when COP-FTC-HYP1 is due for replacement

Software

Description	Price	Qty	Ext. Price
Windows Server 2022 Standard - 16 Core License Pac	\$1,069.00	1	\$1,069.00
Windows Server 2022 - 1 User CAL	\$46.00	30	\$1,380.00
Subtotal:			\$2,449.00

Professional Services

Description	Price	Qty	Ext. Price
Project Management (Fixed Price)	\$150.00	2	\$300.00
System Administrator Tier 3 (Estimate, Actuals Billed)	\$150.00	4	\$600.00
System Administrator Tier 3 After Hours (Estimate, Actuals B	\$225.00	4	\$900.00
System Administrator Tier 3 (Fixed Price)	\$150.00	12	\$1,800.00
Subtotal:			\$3,600.00

Supply Chain Delays

The COVID-19 pandemic has disrupted the global supply chain. Alaska Communications may encounter delays outside our control as a result of supply chain disruptions. This could mean delays in estimated equipment delivery dates and project completion timelines.

We apologize for the inconvenience and appreciate your patience.

Change Control

From time to time scope and requirement changes may occur throughout the progress of this project. In the event a situation occurs during the delivery of this solution that requires a modification to the currently proposed Statement of Work, Materials, Licenses, Subscriptions, or Professional Services related to this quote, Alaska Communications will prepare a Project Change Order.

Project Change Orders will have a clear Statement of Work, associated costs enumerated, and will be agreed upon prior to delivery of the associated change.

Project schedule and implementation plans will be coordinated with project stakeholders and approved by both the customer and Alaska Communications.

COP - FD - pal - Remove Sever 2012 - 04202023

Prepared by:
**Alaska Communications Services,
 Inc.**

 Bruce Witt
 (907) 375-1145
 Fax (907) 375-1188
 Bruce.Wittjr@acsalaska.com

Prepared for:
City of Palmer

 231 W Evergreen Ave
 Palmer, AK 99645
 Chad Cameron
 (907) 761-0327
 ccameron@palmerak.org

Quote Information:
Quote #: 031448

 Version: 1
 Delivery Date: 04/04/2023
 Expiration Date: 04/13/2023

Quote Summary

Description	Amount
Software	\$2,449.00
Professional Services	\$3,600.00
Total:	\$6,049.00

Alaska Communications generates billing and/or recognizes revenue for work performed on a monthly basis. This may consist of material delivered and accepted by the customer for storage at the customers location or if agreed upon at an Alaska Communications facility, non-tangible software licenses or subscriptions, and professional services performed to date. Purchase orders under this quote are subject to Alaska Communications' Terms and Conditions at www.alaskacommunications.com/businessstermsandconditions . This quote expressly limits acceptance to the terms herein

Contract Type

- New
 Amendment / Order to Contract ID #
 Renewal, Effective Date
 Co-terminus with Existing Agreement, Date

Business/ Customer Information

Business Name: <u>City of Palmer</u>	Account Number: _____
Billing Address Line 1: <u>231 W. Evergreen Ave</u>	Service Street Address*: <u>231 W. Evergreen Ave</u>
Billing Address Line 2: _____	Service Address – Line 2: _____
City/State/Zip: <u>Palmer, AK, 99645</u>	Service City/State/Zip*: <u>Palmer, AK, 99645</u>
Order Contact: <u>John Moosey</u>	Contact Phone Number: <u>907-761-1317</u>
Contact Email: <u>jmoosey@palmerak.org</u>	*If different from Billing Address: _____

Scope of Services

Inside wiring: Yes

Products and Services	Service Descriptions Attachments	Exhibits
Professional Services		Exhibit 1: SOW Exhibit 2: Service Pricing [or pricing is per notes, below]

Cost are incremental to any existing services:

Term No Term Monthly Recurring Charges: **\$0** Initial Non-Recurring Charges: **\$47,617.01**

- Letter of Authorization (For Local and Long Distance Carrier Changes)
 I desire to change the Services marked below to Alaska Communications for the numbers listed on the Service Order. I authorize orders to be placed for me on my behalf by Alaska Communications.
- Local Telephone Service
 In-State Long Distance
 Out-of-State Long Distance
- I agree that Alaska Communications may provide Customer Proprietary Network Information detail to me at my request, without prior password authentication, based on the methods specified in the Privacy section of the ACSA.
- Yes! I would like to receive information on Alaska Communications' products, promotions, and services.
- Yes! I would like to receive information from Alaska Communications' contractual affiliates on products, promotions, and services.
- I acknowledge that I have read and understand the ACSA and all applicable exhibits and attachments, including the pricing applicable to all Services I have chosen.
- I am authorized to sign this ACSA and agree to be bound by it. I UNDERSTAND AND AGREE THAT EARLY TERMINATION MAY RESULT IN EARLY TERMINATION CHARGES.**
- I AGREE TO THE ALASKA COMMUNICATIONS TERMS AND CONDITIONS AT ALASKACOMMUNICATIONS.COM/BUSINESSTERMSANDCONDITIONS AS THEY MAY BE AMENDED.

Service Details

Server refresh

Attachments

Exhibit 1 & 2 - Quote 31472

CHANGES TO TERMS CONDITIONS, SERVICES DESCRIPTIONS, EXHIBITS, AND THIS FORM GO HERE AND REQUIRE LEGAL DEPARTMENT APPROVAL. INITIALS OF LEGAL TEAM REP (REQUIRED IF TEXT IS ENTERED BELOW) _____ Date _____

Customer

Alaska Communications

Signature: _____

Signature: _____

Name: _____

Name: _____

Business Name: City of Palmer

Business Name: Alaska Communications

Date: _____

Date: _____

We have prepared a quote for you

City Hall Server Refresh

Quote # 031472 Version 1



alaska
COMMUNICATIONS®

Prepared for:


City of Palmer

John Moosey
jmoosey@palmerak.org

Prepared by:

Alaska Communications Services, Inc.

Bruce Witt
Bruce.Wittjr@acsalaska.com

 **Statement of Work**

The City of Palmer (COP) City Hall Department is due to refresh their servers and storage unit. All units are at their end of Mfg's service life. These servers are running "Windows Server 2012" which goes End of Life on 10/10/23 thus becoming ineligible to receive security patches from Microsoft, creating a security risk for the City of Palmer .

Alaska Communications Engineer will perform the following tasks below.

Pre Work

- Create transition design for Failover Cluster
- Configure iDRAC x3, Update Host x2 & DC firmware, install OS & Update

OnSite Tasks

- Deploy new DC, Host Hardware and Storage Array onsite
- Initialize, Register, Update & Configure Storage Array for iSCSI

Remote Tasks

- Transition Hosts into Production
- Transition new Physical DC into Production
- Stand up new Storage Containers and VM roles
- Transition existing VM storage from Nimble to Dell SAN.
- Transition MFPs/Scan to Folder.
- Transition COPWORKORDER / SQL DB. Retire COPWORKORDER & COPSQL-V
- Transition Home Folders and Department Data / 50+ Home Folders. Retire COP-FP3.
- Transition Onsite Manager. Retire COPUTILITY.
- TRANSITION MSOSIS to ADCONNECT. Retire DC1.

*****Please Note*****

The tasks Transition MFP/Scan to Folder, TransitionCOPWORKORDER/COPSQL-V , and Transition Home Folders may require additional labor. These tasks are estimated at 10 hours for complete. Actual hours used will be billed and the City will be notified if additional labor is needed.

We have partial visibility to Microsoft Licensing that was purchased thru other Service Provider so we can not verify all existing Microsoft Licensing is compliant.

- Server 2016 Server Cores and Client Access Licenses
- Remote Desktop Services

- Windows 10 VM COP-CH-WS1 requires Windows VDA Virtual Desktop Access Subscription License.
- We recommend moving towards single Home folder with all User Shares underneath it.
- COPWORKORDER/COPSQL-V looks like both these servers might fall off.
 AC can backup & restore SQL database to SQL instance. COPWORKORDER/COP-SQL-V may require additional vendor support for transitioning IIS Front End.
- Older MFPs may require firmware updates to Scan to Folder.
 MFP Firmware updates generally require copier/vendor support.

Hardware

Description	Price	Qty	Ext. Price
Physical Server - Power Edge R350	\$3,806.30	2	\$7,612.60

Hardware

Description	Price	Qty	Ext. Price
<p>** PowerEdge R350 Tailor Made Instant Saving - [PE_R350] Estimated delivery if purchased today: May. 04, 2023 Contract # C000000006679</p> <p>Description</p> <p>PowerEdge R350 Server</p> <p>Trusted Platform Module 2.0 V3</p> <p>3.5" Chassis with up to 4 Hot Plug Hard Drives</p> <p>Intel Xeon E-2388G 3.2GHz, 16M Cache, 8C/16T, Turbo (95W), 3200 MT/s</p> <p>Heatsink for 95W or above CPU</p> <p>Performance Optimized</p> <p>3200MT/s UDIMM</p> <p>Unconfigured RAID</p> <p>PERC H755 Adapter</p> <p>Power Saving BIOS Settings</p> <p>UEFI BIOS Boot Mode with GPT Partition</p> <p>Dual, Hot-Plug, Redundant Power Supply (1+1), 600W TM</p> <p>Riser Config 0, 1 x8, 1 x16 slots</p> <p>Standard Fan</p> <p>PowerEdge R350 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM</p> <p>iDRAC9, Enterprise 15G</p> <p>On-Board LOM</p> <p>Standard Bezel</p> <p>Dell EMC Luggage Tag R350</p> <p>BOSS Blank</p> <p>iDRAC,Factory Generated Password, No OMQR</p> <p>iDRAC Group Manager, Disabled</p> <p>No Operating System</p> <p>No Media Required</p> <p>ReadyRails Sliding Rails Without Cable Management Arm</p> <p>No Internal Optical Drive</p> <p>No Systems Documentation, No OpenManage DVD Kit</p> <p>PowerEdge R350 Shipping</p> <p>PowerEdge R350 Shipping Material for 3.5" Chassis</p>			

Hardware

Description	Price	Qty	Ext. Price
PowerEdge INMETRO Label, BCC PowerEdge R350 CE and CCC Marking Dell Hardware Limited Warranty Plus Onsite Service ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years ProSupport 7x24 Technical Support and Assistance 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined 32GB UDIMM, 3200MT/s, ECC 480GB SSD SATA Mixed Use 6Gbps 512e 2.5in with 3.5in HYB CARR, Hot-plug,S4620 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile			
Physical Server - Power Edge R250	\$2,139.89	1	\$2,139.89

Hardware

Description	Price	Qty	Ext. Price
<p>** PowerEdge R250 Tailor Made Instant Saving - [PE_R25 Estimated delivery if purchased today: Apr. 17, 2023 Contract # C000000006679</p> <p>Description</p> <p>Trusted Platform Module 2.0 V3</p> <p>3.5" Chassis with up to x4 Hot Plug Hard Drives with Backplane</p> <p>Intel Xeon E-2334 3.4GHz, 8M Cache, 4C/8T, Turbo (65W), 3200 MT/s</p> <p>Heatsink for 80W or less CPU</p> <p>Performance Optimized</p> <p>3200MT/s UDIMM</p> <p>No RAID</p> <p>PERC H355 Adapter, Low Profile</p> <p>Performance BIOS Settings</p> <p>UEFI BIOS Boot Mode with GPT Partition</p> <p>HP Chassis, Single, Cabled Power Supply 450W, Platinum</p> <p>PCIe Riser with Fan with 1 x16 and 1 x8 Slots</p> <p>Standard Fan</p> <p>PowerEdge R250 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM</p> <p>IDRAC9, Enterprise 15G</p> <p>On-Board LOM</p> <p>Standard Bezel</p> <p>Dell EMC Luggage Tag</p> <p>IDRAC,Factory Generated Password, No OMQR</p> <p>IDRAC Group Manager, Disabled</p>			

Hardware

Description	Price	Qty	Ext. Price
No Operating System No Media Required 1U/2U Static Rails for 2-Post and 4-Post Racks No Internal Optical Drive No Systems Documentation, No OpenManage DVD Kit PowerEdge R250 Shipping PowerEdge R250 Shipping Material PowerEdge INMETRO Label, BCC PowerEdge R250 CCC Marking, No CE Marking PowerEdge R250 Server Dell Hardware Limited Warranty Plus Onsite Service ProSupport Next Business Day Onsite Service After Problem Diagnosis 3 Years ProSupport 7x24 Technical Support and Assistance 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined 8GB UDIMM, 3200MT/s, ECC 480GB SSD SATA Mixed Use 6Gbps 512e 2.5in with 3.5in HYB CARR, Hot-plug,S4620 Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)			

Hardware

Description	Price	Qty	Ext. Price
Storage Array ME5012 Tailor Made ME5012 - [TM_ME5012_15246] Estimated delivery if purchased today: Apr. 23, 2023 Contract # C000000006679 Description Dell ME5012 Storage Array 25Gb iSCSI 8 Port Dual Controller Rack Rails 2U ME Series 2U Bezel Power Supply, 580W, Redundant, WW Dell PowerVault ME Series 2U-12, CE Marking Dell ME5012 Shipping Dell Hardware Limited Warranty ProSupport Mission Critical 4-Hour 7X24 Onsite Service with Emergency Dispatch 3 Years ProSupport Mission Critical 7X24 Technical Support and Assistance 3 Years Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 On-Site Installation Declined Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter Hard Drive Blank Filler 3.5 1.6TB SSD SAS ISE Mix Use 12Gbps 512 2.5in Hot-plug AG Drive,3.5 HYB CARR Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15 Powercord,125 Volt,15Amp,10 Foot, C13 to NEMA 5-15	\$20,694.52	1	\$20,694.52
Subtotal:			\$30,447.01

Software

Description	Price	Qty	Ext. Price
Windows Server 2022 Standard - 16 Core License Pac	\$1,069.00	5	\$5,345.00
Windows Server 2022 - 1 User CAL	\$46.00	50	\$2,300.00
Subtotal:			\$7,645.00

Professional Services

Description	Price	Qty	Ext. Price
System Administrator Tier 3 (Estimate, Actual's Billed)	\$150.00	7	\$1,050.00
System Administrator Tier 3 After Hours (Estimate, Actual Billed)	\$225.00	3	\$675.00
System Administrator Tier 3 (Fixed Price)	\$150.00	32	\$4,800.00
System Administrator Tier 3 After Hours (Fixed Price)	\$225.00	10	\$2,250.00
Project Management (Fixed Price)	\$150.00	5	\$750.00
Subtotal:			\$9,525.00

Supply Chain Delays

The COVID-19 pandemic has disrupted the global supply chain. Alaska Communications may encounter delays outside our control as a result of supply chain disruptions. This could mean delays in estimated equipment delivery dates and project completion timelines.

We apologize for the inconvenience and appreciate your patience.

Change Control

From time to time scope and requirement changes may occur throughout the progress of this project. In the event a situation occurs during the delivery of this solution that requires a modification to the currently proposed Statement of Work, Materials, Licenses, Subscriptions, or Professional Services related to this quote, Alaska Communications will prepare a Project Change Order.

Project Change Orders will have a clear Statement of Work, associated costs enumerated, and will be agreed upon prior to delivery of the associated change.

Project schedule and implementation plans will be coordinated with project stakeholders and approved by both the customer and Alaska Communications.

City Hall Server Refresh

Prepared by:

Alaska Communications Services, Inc.

Bruce Witt
 (907) 375-1145
 Fax (907) 375-1188
 Bruce.Wittjr@acsalaska.com

Prepared for:

City of Palmer

231 W Evergreen Ave
 Palmer, AK 99645
 John Moosey
 (907) 761-1317
 jmoosey@palmerak.org

Quote Information:

Quote #: 031472

Version: 1
 Delivery Date: 04/10/2023
 Expiration Date: 04/20/2023

Quote Summary

Description	Amount
Hardware	\$30,447.01
Software	\$7,645.00
Professional Services	\$9,525.00
Total:	\$47,617.01

Alaska Communications generates billing and/or recognizes revenue for work performed on a monthly basis. This may consist of material delivered and accepted by the customer for storage at the customers location or if agreed upon at an Alaska Communications facility, non-tangible software licenses or subscriptions, and professional services performed to date. Purchase orders under this quote are subject to Alaska Communications' Terms and Conditions at www.alaskacommunications.com/businessstermsandconditions . This quote expressly limits acceptance to the terms herein

**City of Palmer
Resolution No. 23-028**

Subject: Authorizing the City Manager to Accept and Appropriate Funds from the Matanuska Susitna Borough School District for a School Resource Officer at Colony High School and Colony Middle School and to Fill the Patrol Officer Vacancy Created by Assigning an SRO to Colony High School

Agenda of: September 12, 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: \$ **92,838 (July 1 – December 31, 2023)**

This legislation (√):

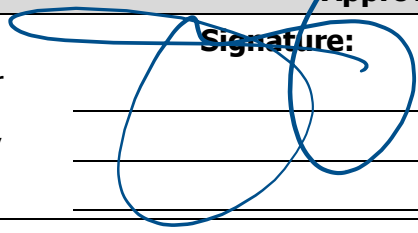
- Creates revenue in the amount of: \$ 69,628
- Creates expenditure in the amount of: \$ 92,838
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 52-01-82-6011 – 52-01-82-6044 SRO Colony Schools \$69,628 (75%)
- Not budgeted 01-12-10-6011 – 01-12-10-6044 Police Department \$23,210 (25%)

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 23-028
2. MSBSD and PPD SRO Agreement 7-1-23 to 6-30-28

Summary Statement/Background:

Palmer City Council approved AM 23-024 authorizing the City Manager to enter into an agreement for a five-year contract for a Student Resource Officer at Colony High School and Colony Middle School on June 11, 2023.

The Matanuska Susitna Borough School District (MSBSD) presented a contract for the School Resource Officer at Colony High School and Colony Middle School. The agreement is to start July 1, 2023, and be in place until June 30, 2028.

Palmer Police assigned a Patrol Officer to Colony High School as a School Resource Officer. This assignment will leave a vacancy on patrol.

To maintain current staffing levels and shift coverage the patrol officer vacancy created by this assignment will need to be filled.

The patrol officer vacancy is budgeted in the current budget. The SRO contract includes the School District paying for 75% of all costs including salary, training, equipment, and administration. The City would need to cover the 25% of the SRO officers as part of the contract. The additional 25% of salary, benefits, travel, training, fuel, supplies, and equipment the City will need to cover for the next five years is an average annual cost of \$50,000.

During the summer and times when school is not in session, the Palmer Police Department, and the City benefit by having the SRO working on patrol, investigations, bike patrol and other assignments.

Administration's Recommendation:

Adopt Resolution No. 23-028.

LEGISLATIVE HISTORY

Introduced by: Manager Moosey
Date: September 12, 2023
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 23-028

A Resolution of the Palmer City Council Authorizing the City Manager to Accept and Appropriate Funds from the Matanuska Susitna Borough School District for a School Resource Officer at Colony High School and Colony Middle School and to Fill the Patrol Officer Vacancy Created by Assigning an SRO to Colony High School

WHEREAS, the safety and well-being of our students, faculty, and staff are of utmost importance to the Matanuska Susitna Borough School District and the Palmer Police Department; and

WHEREAS, a safe and secure learning environment is essential for the academic and personal growth of our students, promoting a positive school culture and fostering a sense of belonging; and

WHEREAS, the presence of a dedicated School Resource Officer (SRO) within the Matanuska Susitna Borough School District can help to maintain a safe learning atmosphere and provide valuable resources to school staff members in addressing potential safety concerns; and

WHEREAS, SROs are specifically trained to work within school settings, building positive relationships with students, and serving as mentors and role models, which can help to strengthen trust and communication between students and law enforcement; and

WHEREAS, the collaboration between the Matanuska Susitna Borough School District and the Palmer Police Department in implementing an SRO program can lead to a more comprehensive approach to addressing safety concerns, preventing crime, and fostering a sense of community; and

WHEREAS, an SRO program can contribute to the early identification and intervention of at-risk students, helping to address behavioral and mental health issues, and connecting students with appropriate resources and support; and

WHEREAS, the presence of an SRO can facilitate quick and efficient responses to emergency situations, potentially preventing harm to students and staff, and ensuring the overall safety of the school; and

WHEREAS, assigning a patrol officer to Colony High School as an SRO creates a vacancy on patrol; and

WHEREAS, it is necessary to fill the vacancy created on patrol in order to maintain current staffing levels;

NOW, THEREFORE, BE IT RESOLVED that the Palmer City Council of the Matanuska Susitna Borough School District, in collaboration with the Palmer Police Department, supports the implementation of a School Resource Officer program, with the intent of enhancing the safety, well-being, and academic success of our

students, and fostering a strong and positive relationship between the community, school district, and law enforcement.

Approved by the Palmer City Council this 12th day of September 2023.

Steven J Carrington, Mayor

Shelly M. Acteson, CMC, City Clerk

**School Resource Officer Program
Memorandum of Agreement
between the
Matanuska-Susitna Borough School District
and the
City of Palmer Police Department**

Purpose:

The purpose of Memorandum of Agreement (Agreement) between the Matanuska-Susitna Borough School District (District) and the City of Palmer Police Department (Department), is to document the terms and conditions that have been agreed to in order to provide for a School Resource Officer (SRO) program for the schools located at the Colony campus (CHS/CMS). The parties understand and agree that program requirements may change and amendments to this agreement may be necessary from time to time.

Intent:

The District and Department hereby agree to the following collaborative concepts for the School Resource Officer program:

1. Both parties support the placement of one School Resource Officer (SRO) at the Colony Campus (CHS/CMS) to enhance and improve the overall safety and security of schools, youth, and the community.
2. For the term of this Agreement, both parties agree to maintain an open forum for the purpose of evaluating, improving, and managing this program.
3. Both parties intend to secure and maintain local funds in order for this program to continue for the duration of this Agreement. Both parties also pledge to work collaboratively to seek grant funds or other funding sources to support and maintain the program.
4. The parties agree to monitor key program elements for determining the outcomes and lessons learned from this program.
5. The program involves duties and assignments at Colony High School and Colony Middle School. Nothing in this agreement is intended to restrict or prohibit the SRO from responding to an emergency, investigation of criminal activities, or providing technical assistance at another school as time permits.
6. The parties will jointly develop and implement program goals, tasks, projects, and evaluations on an annual basis.
7. The parties understand, acknowledge, and agree that not every contingency can be covered within this Agreement. The parties agree that within the scope and intent of this agreement the discretion and responsibility to develop and grow the program shall be with the assigned points of contact for the District and Department.

The Department agrees to:

1. Employ and assign one Alaska State certified police officer to the program. The officer shall have a minimum 2 years of patrol experience and other training, skills, knowledge, or abilities that would enhance their ability to work effectively within the school environment.
2. Shall pay all costs associated with the assigned police officer, to include compensation, benefits, overtime, insurance, or other costs routinely associated with and paid for by the Department subject to the cost sharing agreement (Attachment A).
3. Provide supervision of the assigned officer.
4. Provide and maintain the required officer-related equipment such as uniforms, weapons, radios, vehicles, and other related items subject to the cost sharing agreement (Attachment A).
5. Assign the SRO to Colony High School and Colony Middle School (assigned schools) for at least 75% of their scheduled days of work. The actual hours of work for each day and days at work will be coordinated between the Department and Colony High School.
6. Assign the officer to a flexible work schedule which meets the needs and requirements of the schools and Department to include coverage/attendance at large school functions and events such as dances, the Potato Bowl, etc.

The District agrees to:

1. Provide annual funding support of this program in the amounts specified in Attachment A as approved by the School Board in its annual budget.
2. Provide office space at Colony High School, along with a computer with Internet access, desk, chair, telephone, and office supplies as needed for the SRO.
3. Assign a staff member at each of the assigned schools as the single point of contact with its administration between the schools and Department.
4. Colony High School and Colony Middle School will each advise the SRO's of any criminal activity that occurs in or around the schools.
5. Colony High School and Colony Middle School will allow the SRO to participate in classroom discussions and presentations in such areas as substance abuse prevention, personal safety, law enforcement careers, and other areas or topics as the SRO may be qualified or trained in providing. The SRO will not be assigned classroom assignments or tasks that supplant a certified teacher's responsibility.
6. Single points of contact and assigned District administration representatives which will assist in the annual program evaluation, goal setting, and activities.
7. Assist Department with the selection of the SRO and provide input to the performance evaluation of the SRO.

Payments:

The Department shall invoice the District quarterly for actual SRO expenses within 5 business days after the end of each quarter as defined below:

- Q1 July 1 – September 30
- Q2 October 1 – December 31
- Q3 January 1 – March 31
- Q4 April 1 – June 30

The District will pay net 30 days from receipt of invoice. Invoice must be accompanied by supporting documentation including payroll and benefits expense reports, applicable gas receipts, etc. Invoices and applicable backup can be emailed to Accounting@matsuk12.us or mailed to:

Matanuska-Susitna Borough School District
Attn: Business Services
501 N. Gulkana St.
Palmer, AK 99645

Term:

The term of this Agreement shall be from July 1, 2023 through June 30, 2028, after which it shall automatically terminate. This agreement may be renewed annually for up to an additional three (3) years upon mutual agreement of the parties.

Student Discipline:

1. Student discipline shall remain the responsibility of the District.
2. An SRO may be called in to assist in student disciplinary cases that involve criminal activity where the student is the offender or victim to provide technical expertise in proper investigative procedures or to act as a third-party during interviews.
3. An SRO will not be requested to initiate or hand out administrative disciplinary actions.
4. The District shall refer all criminal acts which occur on school grounds or facilities, or involving students at the area schools covered by this agreement which become known to the District, to the SROs for potential criminal investigation and evaluation.
5. District may coordinate administrative disciplinary actions with the SRO's criminal investigation when appropriate.
6. If agreed to by both the school and Department, disciplinary actions for minor criminal acts will be handled by each school.

Transporting Students:

1. An SRO shall not transport students in their vehicle while engaged in SRO duties at a school except:
 - a. When the student is under arrest or otherwise detained, the SRO shall follow the Department policies and procedures for transporting juveniles.
 - b. To transport a student to a referral agency such as the hospital, clinic, or other location as determined by the school when the student represents an immediate safety threat to themselves or others.
 - c. To remove a student who has been suspended or expelled, the parent or guardian is not available to remove the student, and the student represents an immediate safety threat to themselves or others.
 - d. At the discretion of the supervisor of the SRO.
 - e. The SRO shall notify the school principal or designee prior to removing any student from the school.

Investigation Procedures:

1. The SRO has the responsibility and authority to investigate criminal acts or suspected criminal activity at and around the assigned schools. The SRO shall coordinate such activities with the schools to minimize disruption to education and to ensure coordination with any administrative actions required by the school.
2. The SRO may conduct interviews of students during school hours with the approval of the principal and after notifying the parents or guardians, provided such notification does not conflict with appropriate investigatory procedures.
3. If in the opinion of the SRO and principal an immediate investigation or interview is necessary to protect the safety of a student, school, or staff, the SRO may conduct the interview without parental contact.
4. The SRO will follow all Department policies and procedures for interviews of juveniles.

Search Procedures:

1. School officials shall follow the District policy on student searches at all times.
2. Evidence of criminal acts uncovered during an administrative search conducted by and at the direction of the school officials shall be turned over to an SRO for criminal investigation and proceedings.
3. The SRO shall refrain from using any school employee, including the School Safety and Security Manager, as an agent of the police in conducting a search and seizure situation. The SRO will not ask or influence a school employee into making a search on behalf of the SRO which would otherwise be prohibited by law.

Arrest Procedures:

1. The principal of the school is responsible for notifying the parent or guardian of any student arrested during school hours.
2. When any student is placed under arrest while on campus, the SRO shall immediately notify the School Safety and Security Manager, who shall notify the principal.
3. If the SRO arrests a District employee on school property, the SRO shall immediately notify the School Safety and Security Manager. The School Safety and Security Manager shall then notify the principal, who shall notify the Deputy Superintendent of Business and Operations and the Superintendent's office.
4. When any other person is arrested while on campus, the SRO shall notify the School Safety and Security Manager as soon as is reasonably possible. The School Safety and Security Manager will notify the principal.

Access to Education Records:

The parties understand that some student records maintained by the District are subject to legal restrictions on disclosure to protect student privacy. District officials shall be solely responsible for interpreting and applying those restrictions. In any instance when the SRO requests access to student records in the performance of police investigative duties, the SRO shall abide by the determination of the District concerning access of the SRO to student records maintained by the District.

1. School officials shall allow the SRO access to inspect and copy public records maintained by the school, such as directory information and yearbooks.
2. School officials shall grant the SRO access to student educational records when such access is necessary to protect the health and safety of a student, other students in the school, staff, or the public. Such disclosure shall be documented by the school and maintained in a confidential manner.
3. Confidential records may also be released to the SRO upon receipt of a release of information signed by the parent or guardian or upon receipt of a search warrant or subpoena.

Complaints Regarding the School Resource Officer:

1. In the event of a complaint made against the SRO received by the District, the School Safety and Security Manager and SRO shall meet to discuss and resolve the issues or concerns raised. The supervisor of the SRO shall be notified of the complaint and may assist in the initial stage of resolution.
2. If the complaint cannot be resolved at the first level or is considered a serious problem, the School Safety and Security Manager shall refer the complaint to the supervisor of the SRO. The Department shall notify the School Safety and Security Manager if any disciplinary action was taken as a result of the complaint.

3. Concerns or issues regarding the performance of the SRO by the School Safety and Security Manager shall be brought to the SRO supervisor. If the issue cannot be resolved at this level, the School Safety and Security Manager shall meet with the Department chief to resolve the conflict.
4. If the SRO has a complaint regarding a school employee, they shall notify the School Safety and Security Manager, who will contact the principal of the school the employee works in. The principal shall be responsible for investigating and handling the complaint in an appropriate manner. Should the complaint involve a principal or assistant principal, the School Safety and Security Manager shall forward the complaint through the Associate Superintendent of Operations to the Deputy Superintendent of Business and Operations.

Classroom Instruction:

1. The SRO may instruct or present materials in a classroom setting on topics or materials that have been approved through the principal.
2. The SRO may instruct in a classroom only when there is a certified teacher present. The teacher is responsible for classroom management.

Records:

1. All investigative records created by the SRO shall remain the property of the Department, who shall maintain and control them in accordance with Department policies and procedures.
2. Records other than investigative records created by the Department that pertain to the work and tasks of the SRO that are not of an investigative or confidential nature shall be shared by the Department and the District.

District School Safety and Security Manager:

Duties which are specifically assigned to the District School Safety and Security Manager include:

- a. Provide for annual program evaluation
- b. Conduct an annual review of program goals and objectives and modify them as needed
- c. Prepare an annual report of the program for Department and District

Modifications and Amendments:

This agreement may be modified only in writing signed by both Parties.

The parties agree that for non-financial modifications to this agreement the format shown in Attachment B will be used to modify or amend operational details of this agreement.

Notices:

All written notices under this agreement shall be sent to the following:

For the District:

Steven Belanger, School Safety and Security
Manager 501 N. Gulkana Street
Palmer, AK 99645

For the Department:

Dwayne Shelton, Chief of Police
423 S. Valley Way
Palmer, AK 99645

Duty of Defense and Indemnification:

The Department shall indemnify, defend, and hold harmless the District from and against any claim of, or liability for, independent or sole negligent acts, errors, omissions, or willful misconduct of the Department under this Agreement. The Department is not required to indemnify, defend, or hold harmless the District for any claim of, or liability for, the independent or sole negligent acts, errors, omissions, or willful misconduct of the District. If there is a claim of, or liability for, a joint negligent act, error, omission, or willful misconduct of the Department and the District, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "Department" and "District" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent or sole negligent acts, errors, and omissions" means negligence other than in the District's selection, administration, monitoring, or controlling of the Department, or in approving or accepting the Departments work.

Any and all claims that might arise under the Worker's Compensation Act on behalf of the Department or other persons while engaged in the performance of the duties or services contemplated, and any and all claims that might be made by any third party as a result of any act or failure to act, shall be the Department's sole obligation and the Department shall indemnify and defend the District and hold it harmless from any liability for any act or failure to act on the part of the Department.

Furthermore, the Department also agrees to indemnify, hold harmless and defend the District from and against all claims, liabilities, damages, losses, and expenses, of any nature whatsoever, arising out of or resulting from the Department's storage of property on or in Matanuska-Susitna Borough or District land or buildings for purposes related to the parties' School Resource Officer Program, and the overall safety and security of the schools, students, staff, and community. The term "property" includes, but is not limited to, weapons, both deadly and defensive, as defined in Alaska Statute 11.81.900. This indemnification, defense, and hold harmless provision is intended to protect the Matanuska-Susitna Borough and District even if the property is accessed and/or used by individuals without the knowledge or consent of the Department.

Insurance

For the duration of this agreement, the Department agrees to, at its expense, to have and maintain the following insurance coverage for the SRO's:

1. State required workers' compensation
2. Professional and general liability
3. Vehicle damage and liability
4. Employee benefits as provided to other police officers of the City of Palmer

Termination:

Either party may terminate this agreement at any time, without cause, by providing written notice to the other party at least 90 days prior to the requested termination date, stating the reasons for termination and the effective date. In the event of early termination, the District will only be obligated to pay its Attachment B percentage of Salary, Benefits, and Other Costs up to the date of termination. If the District has made advance payment of those costs, the Department shall reimburse the District, within 30 days of the date of termination, for those advanced costs will be, or would have been, incurred subsequent to the date of termination.

Agreed to this day:

For the Matanuska-Susitna Borough School District:



Dr. Randy Trani, Superintendent 8/3/23

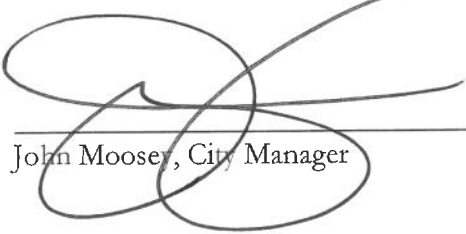
Date

For the City of Palmer Police Department:



Dwayne Shelton, Chief of Police 8.3.23

Date



John Moosey, City Manager 8.3.23

Date

Attachment A

**School Resource Officer
Cost Sharing Agreement**

Compensation and Benefit Cost-Sharing:

Fiscal Year	District			City of Palmer			Total Budget
	Amount	Percentage		Amount	Percentage		
FY 2024	\$ 139,256.25	75%		\$ 46,418.75	25%		\$ 185,675.00
FY 2025	\$ 144,832.50	75%		\$ 48,277.50	25%		\$ 193,110.00
FY 2026	\$ 147,761.25	75%		\$ 49,253.75	25%		\$ 197,015.00
FY 2027	\$ 152,962.50	75%		\$ 50,987.50	25%		\$ 203,950.00
FY 2028	\$ 157,833.75	75%		\$ 52,611.25	25%		\$ 210,445.00

Other Cost Sharing:

Both the District and Department recognize that other costs related to the SRO program may arise in addition to compensation and benefits costs. Costs which are directly related to the SRO program will be shared in the same 75% (District), 25% (Department) ratio as the compensation and benefits costs. At no time shall the District be financially obligated to pay more than \$175,000 in costs related to the SRO program for each officer in any given fiscal year.

Attachment B

**School Resource Officer
Agreement Form
For Minor Agreement Amendments**

Amendment number (INSERT NUMBER) to the School Resource Officer Program Memorandum of Agreement between the Matanuska-Susitna Borough School District (District) and the City of Palmer Police Department (Department) is hereby agreed to this day _____, 20_____.

Whereas the District and Department desire to amend the agreement for non-financial reasons and have agreed to use this form for that purpose, and

Whereas the amendment set forth below is of an operational nature necessary to the proper functions for the School Resource Officer program.

Now therefore the parties agree to the following amendment:

(INSERT AMENDMENT AGREEMENT HERE)

Dated this day _____ of _____, 20_____.

For the District: _____

For the Department: _____

**City of Palmer
Resolution No. 23-029**

Subject: Accepting and Appropriating \$2,461,261 from the Matanuska-Susitna Borough's State and Local Fiscal Recovery Funds as a Subaward Grant in Support of the Bogard Road Booster Station Construction

Agenda of: September 12, 2023

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

Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **2,461,261**

This legislation (√):

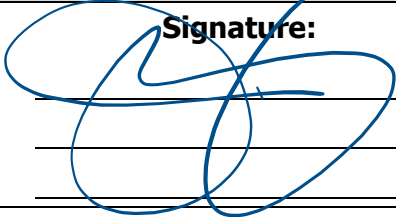
- Creates revenue in the amount of: \$ 2,461,261
- Creates expenditure in the amount of: \$ 2,461,261
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 24-00-00-3381 MSB SLFRF Subaward; 24-01-25-6220 Engineering;
- Not budgeted 24-01-25-6226 Construction

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Resolution No. 23-029
2. Sub-Grant Agreement Number ARPA-SG02

Summary Statement/Background:

This is a legacy project that would connect the city of Palmer's water system to the city of Wasilla's water system to build resiliency and a needed emergency backup. It will also provide an important utility service that will lead to more affordable housing opportunities.

The City of Palmer has been working to extend water service to portions of the Core Area within its utility service area since 2004, including the Mat-Su College campus. These efforts has continued through the early 2010s with several projects for denser commercial/residential development along the Trunk Road Corridor.

The Bogard Road corridor is the next area primed for development. The city in 2015, placed 12,000 linear feet of 18-inch HDPE water main as part of the Bogard Road Water Extension, Phase 1 and Phase 2 Projects. However due to funding constraints, Palmer limited the project to include a gravel pad, grading, and installation of approximately 180 LF of 16-inch DIP piping, leaving the water main along Bogard Road disconnected at Reservoir 1. This will complete the Bogard Road Booster Station Project. It will enable Palmer to provide needed drinking and fire protection water along the Bogard Road Corridor and to the Colony Middle and High School complex. It is also the next step in completing the outermost planned water main loop in Palmer's water distribution system.

This project has been identified since the early 2000s under the Palmer Water System Master Plan.

Administration's Recommendation:

Approve Resolution No. 23-029

LEGISLATIVE HISTORY

Introduced by:

Date:

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Resolution No. 23-029

A Resolution of the Palmer City Council Authorizing the Acceptance and Appropriating of \$2,461,261 from the Matanuska-Susitna Borough’s State and Local Fiscal Recovery Funds as a Subaward Grant in Support of the Bogard Road Booster Station Construction

WHEREAS, the City of Palmer has been working to extend water service to portions of the Core Area within its utility service area since 2004;

WHEREAS, development in the Core Area, including the Mat-Su College campus, has continued through the early 2010s with several projects for denser commercial/residential development along the Trunk Road Corridor;

WHEREAS, access to safe and reliable drinking and fire protection water is a vital component for continued development in the Matanuska-Susitna Borough Core Area;

WHEREAS, after Trunk Road, the Bogard Road corridor is the next most likely area for development, and in 2015, approximately 12,000 linear feet of 18-inch HDPE water main was installed as part of the Bogard Road Water Extension, Phase 1 and Phase 2 Projects;

WHEREAS, due to funding constraints, Palmer limited the project to include a gravel pad, grading, and installation of approximately 180 LF of 16-inch DIP piping, leaving the water main along Bogard Road disconnected at Reservoir 1;

WHEREAS, the completion of the Bogard Road Booster Station will enable Palmer to provide needed drinking and fire protection water along the Bogard Road Corridor and the Colony Middle and High School complex, and is also the next step in completing the outermost planned water main loop in Palmer's water distribution system;

WHEREAS, this project has been identified since the early 2000s under the Palmer Water System Master Plan;

NOW, THEREFORE, BE IT RESOLVED that the Palmer City Council hereby approves the accepting and appropriating of funds in support of the completion of the Bogard Road Booster Station as an essential component in the continued development of the area and in line with the Palmer Water System Master Plan.

Approved by the Palmer City Council this 12th day of September 2023.

Steven J Carrington, Mayor

Shelly M. Acteson, MMC, City Clerk

Matanuska-Susitna Borough
State and Local Fiscal Recovery Funds Sub-Grant
Agreement Number: ARPA-SG02
With the City of Palmer

This Grant Agreement is made and entered into this ____ day of _____, 2023, by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and the **CITY OF PALMER** (hereinafter the "City"), for the purposes and subject to the terms and conditions set forth herein. NOW, THEREFORE, the parties agree as follows:

Section 1. Purposes.

The Matanuska-Susitna Borough Assembly accepted State and Local Fiscal Recovery funding, allocated under the American Rescue Plan Act, from the United States Treasury, and approved a spending plan under Resolution Serial No. 23-019 and its accompanying Information Memorandum No. 23-045, providing \$6,668,638.74 to the Cities of Palmer and Wasilla for three projects that will assist in the connection of the City Water Systems to facilitate system resiliency, and the provision of water to an area between the cities. . After discussion and clarification, the Assembly Adopted an amended spending plan with Resolution Serial No. 23-, adjusting the projects and associated funding, resulting in the provision of \$6,468,638.74 to the Cities of Palmer and Wasilla for the following three projects:

- | | |
|--------------------------------------------------------------------|----------------|
| Project 1 - Palmer-Wasilla Water System Interconnect | \$1,865,332.74 |
| This project and agreement will be managed by the City of Wasilla. | |
| Project 2 - Bogard Road Booster Station Construction | \$2,461,261.00 |
| This project and agreement will be managed by the City of Palmer. | |
| Project 3 - Old Mat Road Booster and PVR Station Construction | \$2,142,045.00 |
| This project and agreement will be managed by the City of Wasilla. | |

The projects are allowable uses of the State and Local Fiscal Recovery funding, under the eligible uses as described in the Department of the Treasury Final Rule ([31 CFR Part 35 RIN 1505-AC77] Coronavirus State and Local Fiscal Recovery Funds). The Borough has the authority to expend Funds to carry out said powers.

The Borough has the authority to enter into this Agreement with the City to carry out the purposes contained herein.

The City represents and warrants it has the legal capacity to enter into this Agreement and carry out the purposes contained herein.

The City acknowledges and represents that the Grant Funds are subject to restrictions by both Federal and State governments and that it will handle, use, expend, account for and be responsible for the Grant Funds in accordance with applicable laws and standards pertaining to the Grant Funds.

The City acknowledges that the Grant Funds are for Project expenses only of the City.

The City represents that it has a policy and practice of non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability and age.

Section 2. **Definitions.**

In this Grant Agreement:

A. The term "Grant Funds" also called "Funds" means the total sum as approved by the Borough Assembly.

B. The term "Project" means that portion of the construction of the system identified in the Palmer-Wasilla Water System Interconnect Feasibility Study, completed in January 2023 by HDL Engineering which is for the Design, Construction Administration and Construction of Bogard Road Booster Station Construction, as referenced in Alternative 1.

C. The term "Project Completion" means completion of all contract duties by the Grantee under this Grant Agreement and acceptance by the Borough.

D. The term "Project Report" means a complete description of the uses of the Funds including, but not limited to, equipment and materials purchased or partially purchased with Grant Funds, labor paid or partially paid with Grant Funds, improvements paid with or partially paid with Grant Funds and any other use of the Grant Funds.

E. The term "Grant Period" means the time from the effective date of this Grant Agreement to October 31, 2026.

Section 3. **Grant Agreement Documents.**

A. The documents which make up this Grant Agreement between the Borough and the City consist of:

- 1) This contract, titled Grant Agreement; and
- 2) The U.S. Treasury Terms and Conditions; and
- 3) The U.S. Treasury Final Rule(s); and
- 4) The most recent version of the U.S. Treasury Project and Expenditure Report User Guide; and

5) Exhibit A - Scope of Work: Palmer-Wasilla Water System Interconnect Feasibility Study, completed in January 2023 by HDL Engineering, but only that portion which is

for the Design and Construction of the Bogard Road Booster Station Construction, as referenced in Alternative 1.

Section 4. **Period of Performance.**

This agreement shall become effective upon final execution by the Borough Manager. All grant funding under this agreement must be obligated by October 31, 2024 and all work completed no later than October 31, 2026.

Section 5. **Scope of Work.**

The City shall perform the work of the project in accordance with the terms, conditions, and provisions of this Grant Agreement and the Scope of Work, labeled Exhibit A, which is the Palmer-Wasilla Water System Interconnect Feasibility Study, completed in January 2023 by HDL Engineering but only that portion which is for the Design and Construction of the Bogard Road Booster Station Construction, as referenced in Alternative 1. The City specifically agrees to use Grant Funds as outlined in the Scope of Work and not otherwise unless a written amendment to this Grant Agreement is executed by the parties.

Section 6. **Payment.**

A. Subject to the provisions of this Grant Agreement, the Borough shall pay the amount of \$2,461,261.00. Payments under this agreement will be made on a reimbursable basis, following the receipt of the required quarterly activity and financial report detailing expenses for the reporting period.

B. This grant is awarded and may only be accepted subject to each and every covenant, term, and condition set forth in this Grant Agreement. Unless the City is in default of any provision of this Grant Agreement, funds shall be paid as indicated in this section. Failure to submit reports required under this Grant Agreement may result in the Borough withholding scheduled payments. The Borough may suspend payments to the City for instances of non-compliance with the terms of the Grant Agreement. Payments may be suspended until the City rectifies all issues of non-compliance and is no longer in default of the Grant Agreement. If any payment is withheld because the City's performance is unsatisfactory, the Borough must, within 14 working days of the payment denial, notify the City of the payment denial and set form, with reasonable specificity, what was unsatisfactory and why.

C. As a condition of payment, the City shall have paid all Borough taxes currently due and owing by the City.

D. The City acknowledges that the Borough has no obligation to continue funding the Project described herein beyond the term of this Grant Agreement regardless of the

degree to which the City's project is successful or completed, and the City accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.

B. This Grant Funds awarded under this Grant Agreement are subject to and shall not exceed Funds lawfully appropriated for its purpose.

Section 7. Restrictions on Use of Funds.

A. The City shall not use the Funds for any political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

B. The City shall not assign or transfer any interest in this Grant Agreement.

C. The City shall not, in the course of using the Funds provided in this grant, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

D. The City shall not use the Funds for any illegal or unlawful purpose and shall not use the Funds in violation of any State or Federal agency guideline as to their use.

E. Expenditures of Grant Funds may be only used for costs to complete the Scope of Work, labeled Exhibit A, which is the Palmer-Wasilla Water System Interconnect Feasibility Study, completed in January 2023 by HDL Engineering, but only that portion which is for the Design and Construction of the Bogard Road Booster Station Construction, as referenced in Alternative 1.

Section 8. Records Accounting and Audits.

A. The City shall utilize recognized professional accounting procedures in expenditure of Funds and in generating and retaining control documents necessary to allow subsequent audits. The City shall separately account for the expenditures of this funding, and expenditures under this Grant Agreement shall be made solely for the purpose of fulfilling the City's duties described in this agreement.

B. Expenditures and revenues of the City under this Grant Agreement shall be independently audited annually to the same extent as may be required by law governing all other expenditures and revenues.

C. The City shall furnish the Borough a copy of the annual audit of these funds within thirty days of receipt of the City's annual audit.

D. Any funding furnished by the Borough through this Grant Agreement and not expended by the City shall be returned to the Borough within thirty days of completion of the project.

E. Any expenditures made or incurred by the City in excess of the grant amount shall be the sole responsibility of the City.

F. The City shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years and will allow, on request, an audit by the Borough or the United States of America of its expenditures of Funds made available to the City under this Grant Agreement and of transactions related to those expenditures.

Section 9. **Award of Contracts by Grantee.**

A. The City shall not permit the involvement of a person with a financial or other private interest in the contractor, or contract, to participate in the contract award or supervision. Any conflict of interest arising from the award of a contract shall be disclosed to the Borough prior to the contract award. The Borough shall not be liable for reimbursement to the City for any contract awarded by the City in violation of this subsection.

B. The City shall ensure that All contractors paid for with this funding are eligible to receive federal funding and provide the contractors Unique Entity Identification number from the Federal SAM system to the borough with the required reports.

C. This section is intended solely to ensure that public Funds are expended responsibly. It creates no rights or remedies in persons except for the Borough and the United States of America.

Section 10. **Compliance with Federal Requirements.**

In addition to any of the clauses of this Grant Agreement, the City agrees to comply with all of the conditions, laws, and guidelines of the American Rescue Plan funding issued by the United States of America.

Section 11. **Final Project Report.**

Not later than 60 days after completion of all other contract duties by the City, the City shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to any state, federal or other agency which may request such reports. The final report shall include all actual costs incurred, describe the work accomplished, and present any findings and recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

Section 12. **Review and Compliance.**

The programs may periodically be reviewed by the Borough or the United States of America for compliance with this Grant Agreement. A final review may take place upon completion of the Grant Period of the City and before final closeout of the grant. Should inspection

reveal non-compliance with this Grant Agreement, the City will be solely responsible at its own cost and expense for bringing the programs into full compliance. If any Grant Funds are used out of compliance with the terms and conditions of this Agreement or used unlawfully, the City shall be liable to the Borough for the amount improperly used and shall immediately pay the Borough that sum.

Section 13. **Reserved.**

Section 14. **Responsibility.**

A. The City shall be responsible for all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees under this Grant Agreement. The City shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from the City or City's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform under the Grant Agreement in any way whatsoever.

B. The provisions of this clause survive termination or expiration of this Grant Agreement.

Section 15. **Notice of Delays.**

The Borough shall be notified should the City encounter or anticipate difficulty in meeting major Grant Agreement requirements. The notice shall be in writing, and include pertinent details of the delay. This provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this Grant Agreement.

Section 16. **Agreement Changes.**

The City shall provide the Borough with adequate notice of proposed anticipated changes to this Grant Agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. The City is responsible for fulfilling this Grant Agreement until both the City and the Borough can, in writing, determine what adjustments may be made and, in any case, such changes are subject to the approval of the Borough which may be granted or withheld in its sole and absolute discretion.

Section 17. **Contract not Affected by Oral Agreement.**

Oral statement of any person shall not modify or otherwise affect this Grant Agreement, the scope of work, or other terms and conditions as herein stated. All modifications to this Grant

Agreement must be made in writing by the City to the Borough and, in any case, are subject to the approval of the Borough which may be granted or withheld in its sole and absolute discretion.

Section 18. **Defaults.**

A. The Borough shall not be responsible and the provisions of Section 14 apply should the City fail to complete the provisions of this Grant Agreement. Upon evidence of breach of this Grant Agreement, the Borough may give a notice of default to the City terminating the entire or any part of this Grant Agreement thirty (30) days from the date the notice is given.

B. Upon termination of this Grant Agreement in whole or in part, the City shall be liable for any excess costs outstanding on the project.

C. The City will be liable to the Borough for any claim(s) or outstanding liabilities of the City or of the Borough as a result of the acts or omissions of the City in default of this Grant Agreement, and shall be liable for the return of Funds not expended in accordance with the terms of this Grant Agreement.

D. If the City does not spend the provided Funds in accordance with these Terms and Conditions, the City will be liable for the return of all Funds and shall not be eligible to receive future funding.

Section 19. **Additional Work.**

No claim for additional Funds not specifically herein furnished to the City shall be paid for by the Borough, provided, however, that the City may at its own expense provide such other work as it may deem appropriate and consistent with the purposes and terms of this Grant Agreement.

Section 20. **Other Grants.**

The City's acceptance of this Grant Agreement may affect its eligibility to participate in other State or Federal grant, loan, or assistance programs. Such impact and determination is solely the responsibility of the City. The Borough is not providing, and cannot provide, advice or assurances about impact to, or eligibility upon, any other grant, loan, or assistance program by other entities. In the event Grant Funds are used for the purpose of providing "matching" Funds required in connection with any other project, facility or service of the City supported by other federal, state or local monies, those grant funds shall be spent in compliance with contracts or grant agreements governing those other projects, facilities, or services in addition to the terms and conditions of this Agreement.

Section 21. **Jurisdiction; Choice of Law.**

Any civil action arising from this Agreement shall be brought in the Palmer Superior Court for the Third Judicial District of the State of Alaska at Palmer. The Law of the State of Alaska

shall govern the rights and obligations of the parties under this Agreement.

Section 22. **Non-Waiver.**

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

Section 23. **Permits, Laws and Taxes.**

The City shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the City under this Agreement shall comply with all applicable Borough, state and federal statutes, ordinances, rules and regulations. The City shall pay all taxes pertaining to its performance under this Agreement.

Section 24. **Non-Discrimination.**

The City shall not, in the course of performing its duties under this Agreement, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

Section 25. **Relationship of the Parties.**

The City shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this Agreement and monitor the City's performance within this Agreement but shall not supervise or otherwise direct the City.

Section 26. **Notices.**

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid registered or certified mail to the following address:

Borough: Matanuska-Susitna Borough
Finance Department, ATTN: Grants Coordinator
350 E Dahlia Avenue
Palmer, AK 99645-6488

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

Section 27. **Severability.**

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

Section 28. Interpretation and Enforcement.

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

Section 29. Integration.

The documents listed in Section 3 embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Grant Agreement shall supersede all previous communications, representations or Agreements, either oral or written, between the parties hereto.

MATANUSKA-SUSITNA BOROUGH

CITY OF PALMER

Michael Brown
Borough Manager

John Moosey
City Manager

Date _____

Date 8-13-23

BOROUGH USE ONLY

Accounting Fund Verified:

475.000.000 449.900 47534-7100-7115	<u>\$2,461,261.00</u>
TOTAL	\$2,461,261.00

Signature

Date

City of Palmer
Action Memorandum No. 23-050

Subject: Authorizing the City Manager to Accept Donations to the 2023 Palmer Police Bike with the Blue Event by the Mat-Su Health Foundation in the Amount of \$500

Agenda of: September 12, 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: \$ **500.00**

- This legislation (√):
- Creates revenue in the amount of: \$ 500.00
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-00-00-3689 Police Misc Income
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

Matsu Health Foundation Sponsorship Letter

Summary Statement/Background:

In August of 2023, Sgt. Luke Szipszky put in for a sponsorship with the Mat-Su Health Foundation for the Bike with the Blue Event. On August 7, 2023, The Mat-Su Health Foundation replied to Sgt. Szipszky's request stating that they had approved a \$500.00 Donation for the Bike with Blue Event, 2023.

On August 12, 2023, Palmer Police held their first annual Bike with the Blue Event in Palmer. It consisted of a bike patrol officer, several marked police vehicles, and members of the public who bicycled through town and met at the Mat River Park for a Police Department catered picnic. The event was designed to strengthen ties between Law Enforcement and the community, while engaging in a fun activity, and promoting safe biking within Palmer.

Administration's Recommendation:

Approve Action Memorandum No. 23-050.

City of Palmer
Action Memorandum No. 23-051

Subject: Authorizing the Palmer City Manager to Purchase a Crown Walkie Straddle Stacker in an Amount Not to Exceed \$18,945 to Replace Palmer Fire & Rescue's Damaged Electric Lift

Agenda of: September 12, 2023

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

Originator Information:

Originator: Chad Cameron, Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
X	Finance		08/24/2023
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **18,945.00**

This legislation (√):

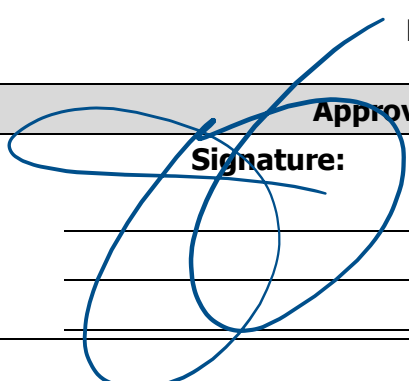
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 18,945.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 8-01-13-6253
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Northwest Handling Systems, Inc. Quote PFR 8.22.2023-1

Summary Statement/Background:

On October 29, 2022, Palmer Fire & Rescue had a water main release approximately 300,000 gallons of water into the shop building. This water resulted in significant damage to the structure and contents inside the building. The City of Palmer reported the damages to the insurance company. The insurance company provided a settlement for loss.

One of the items damaged during the flood was Palmer Fire & Rescue's indoor lift. This lift is used for moving various pieces of equipment including wildland fire pumps and gear for seasonal use. The settlement from the insurance company included funds to replace Palmer Fire & Rescue's non-functional lift.

Northwest Handling Systems, Inc. has produced a quote (attached) for a replacement lift. The lift quoted is as identical to the non-functioning lift as possible.

This request is for the City of Palmer Council to authorize Palmer's City Manager to Purchase a Crown Walkie Straddle Stacker to replace Palmer Fire & Rescue's damaged electric lift.

Administration's Recommendation:

Approve Action Memorandum No. 23-051.



600 E Ship Creek Avenue
Anchorage, AK 99501
Fax: 907-561-6291
Phone: 907-563-0600
Email: glennl@nwhs.com

Palmer Fire & Rescue
Palmer, AK 99645

August 22, 2023
Quote# PFR 8.22.2023-1

Attn: John Prevost
Re: Crown M3200 Stacker

(907) 761-1328 Phone
jprevost@palmerak.org

North West Handling Systems, Inc. respectfully submits the following quotation for the *New Crown Walkie Stacker Forklift* per your request:

New Crown Model M3200-TL130 Walkie Electric Lift Truck

- Capacity: 2000#
- Lift height: 130" 2-stage
- Collapsed height: 85"
- Free Lift: 6"
- 24 volt fused electrical system
- Horn, key switch
- Emergency power disconnect
- Raise, lower, horn, and safety reversing switch in handle
- Adjustable outriggers set @ 42" ID (adjustable in 2" increments from 38"-50")
- Plexiglas safety shield
- Rubber drive tire
- Automotive style wet cell batteries. 4X6V, 87ah
- Internal 30-amp On-board battery charger (120V wall plug-in)
- 42" long forks
- Fork Spread: 24.8"

FOB Palmer, AK..... \$ 18,945.00

Options:

Wire Mesh Screen in lieu of Plexiglas..... \$ 260.00
Drive / Tow Switch..... \$ 190.00

Availability:

6-8 weeks

Warranty:

1-year standard warranty
(attached copy)



NorthWest Handling Systems is the authorized dealer for **Crown & Komatsu** lifts in Alaska & the Pacific Northwest. A few of our national accounts include Costco & Fred Meyer. In knowing this, you can feel rest assured that NWHS will not only be able to offer the most competitive prices, but the confidence & piece of mind in knowing that our service & parts availability is second to none.

Thank you very much for the opportunity to quote and please never hesitate to contact me at 563-0600 or 529-9017 with any questions that you may have.

Sincerely,

Glenn Lasiter
Sales & Design
(907) 529-9017 cell

Accepted by: _____ PO#:

Signature: _____ Date:

**City of Palmer
Action Memorandum No. 23-052**

Subject: Authorizing the Palmer City Manager to Purchase a SCBA Decon Washer in An Amount Not to Exceed \$37,553.30 to Reduce Use on Palmer Fire & Rescue's Extractor


Agenda of: September 12, 2023

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

Originator Information:

Originator: Chad Cameron, Fire Chief

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>08/29/2023</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **37,553.30**

This legislation (√):

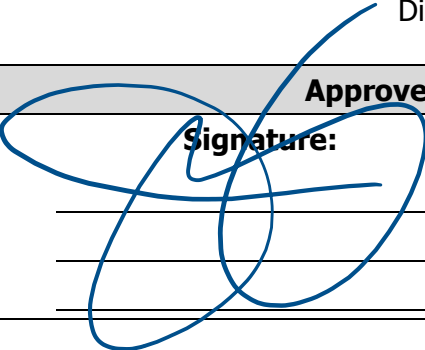
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 37,553.30
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 8-01-13-6253
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. L.N. Curtis Quote 273034 – SCBA Decon Washer

Summary Statement/Background:

On October 29, 2022, Palmer Fire & Rescue had a water main release approximately 300,000 gallons of water into the shop building. This water resulted in significant damage to the structure and contents inside the building. The City of Palmer reported the damages to the insurance company. The insurance company provided a settlement for loss.

One of the items damaged during the flood was Palmer Fire & Rescue's extractor. The extractor is a large washing machine for the fire fighter's turnout gear. The extractor has been repaired since the flood. The settlement from the insurance company included funds to replace Palmer Fire & Rescue's extractor due to decreased longevity of the extractor from the damage.

The purchase of the Decon washer will reduce the use of the extractor unit as well as significantly decrease the amount of carcinogens firefighters are exposed to.

L.N. Curtis has produced a quote (attached) for a SCBA Decon Washer utilizing Sourcewell pricing.

Palmer Municipal Code 3.21.230 allows for the purchase of goods and services from governmental sources without being competitively bid.

3.21.230 Governmental and proprietary procurements.

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

Administration's Recommendation:

Approve Action Memorandum No. 23-052.

Ph: 206-622-2875
 TF: 800-426-6633
 Fax: 253-236-2997
nwsales@lncurtis.com
 UEI#: DDL SADS WN7U7



Northwest Division
 6507 South 208th Street
 Kent, WA 98032
www.LNCurtis.com
 Quotation No. 273034

Quotation

CUSTOMER:
 Palmer City Fire & Rescue
 645 East Cope Industrial Way
 Palmer AK 99645

SHIP TO:
 Palmer Fire & Rescue
 645 E Cope Industrial Way
 Palmer AK 99645

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
273034	08/29/2023	09/29/2023

SALESPERSON	CUSTOMER SERVICE REP
Robert Briggs rbriggs@lncurtis.com 907-483-0117	Michael Duncan mduncan@lncurtis.com 206-596-7904

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Chad Cameron	C30722	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	

SPECIAL INSTRUCTIONS

LN Curtis Sourcwell Contract Number 032620 (Firefighter PPE and Apparel)

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	26094A SOLO RESCUE	SCBA Decon Washer, including; * 22720 Heavy Duty Basket w/Holder for 2-Single or Double SCBA's * 22541 Holder for 2-Large Air Cylinders (Jumbo Flasks) * 22361 Gear Holder for Gloves & Boots * 20002 Metered Dosing Pump * PB0010967AA 2.5gal ProBlend Detergent * Price includes installation and training	OM	\$34,813.30	\$34,813.30
2	4	EA	10207584 MSA	G1 SCBA Washing And Decon Kit		\$485.00	\$1,940.00

Ph: 206-622-2875
TF: 800-426-6633
Fax: 253-236-2997
nwsales@lncurtis.com
UEI#: DDLSADSWN7U7



Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 273034

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
----	-----	------	-------------	-------------	----	------------	-------------

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing remains firm until 09/29/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$36,753.30
Estimated Tax Total	\$0.00
Transportation*	\$800.00
*(to be added when order ships)	
Total	\$37,553.30

[View Terms of Sale and Return Policy](#)

City of Palmer
Action Memorandum No. 23-053

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection of the Liquor License Renewal of Humdinger's Gourmet Pizza Co #3767

Agenda of: September 12, 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 (√):

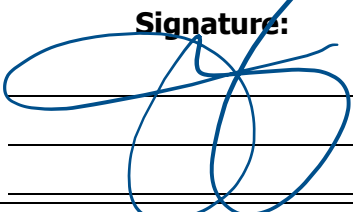
- Creates revenue in the amount of: \$ unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

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. #3767 Complete Renewal Packet

Summary Statement/Background:

Humdingers Gourmet Pizza Company has applied for a Restaurant/Eating Place liquor 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. 23-053.

City of Palmer • Liquor License Review Form

BUSINESS NAME: Humdingers Gourmet Pizza Co., LLC **OWNER:** Gordon Fletcher Jr

LICENSE TYPE: Restaurant Eating Place

LOCATION: 173 S Valley 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: _____



Finance Director

Aug 25, 2023

Date

Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant:

Yes

No

If no, explain: _____

Other Comments: _____



Community Development Director

Aug 25, 2023

Date

Route to: Police Department

Police Department

Excessive Calls:

Yes

No

If yes, explain: _____

Other Comments: _____



Chief of Police

Aug 25, 2023

Date

TO COUNCIL FOR AGENDA OF: 9/12/23



August 4, 2023

Matanuska-Susitna Borough
City of 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:	Restaurant/Eating Place	License Number:	3767
Licensee:	Humdinger's Gourmet Pizza Co., LLC		
Doing Business As:	Humdinger's Gourmet Pizza Co.		

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
08/04/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

3767

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: HumDingers Gourmet Pizza
173 S Valley Way
Mail Address:
Humdingers Gourmet Pizza Co., LLC.
20181 Crooked Road
Butler, OH 44822

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

Joan M. Wilson
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
08/04/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

3767

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: HumDingers Gourmet Pizza Co.
173 S Valley Way
Mailing Address:
Humdingers Gourmet Pizza Co., LLC.
20181 Crooked Road
Butler, OH 44822

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)



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):	Humdinger's Gourmet Pizza Co., LLC	License #:	3767
License Type:	Restaurant Eating Place		
Doing Business As:	Humdinger's Gourmet Pizza Co		
Local Governing Body:	Matanuska-Susitna Borough		
Community Council:	City of Palmer		

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

Mailing Address:	20181 Crooked Rd		
City:	Butler	State:	OH
		ZIP:	44822

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:	Gordon N Fletcher Jr	Contact Phone:	907-631-8484
Contact Email:	info@grabandgopizza.com		

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

AMCO

DEC 30 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.

GF

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)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. The license was only operated during a specified time each year. (Not to exceed 6 months per year) <i>If your operation dates have changed, list them below:</i> _____ to _____	<input type="checkbox"/>	<input type="checkbox"/>
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. <i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>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.</i> <i>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.</i>	<input type="checkbox"/>	<input type="checkbox"/>

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



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.

Gordon N Fletcher Jr

Signature of licensee

Gordon N Fletcher Jr

Printed name of licensee



MICHELLE HARRMANN

Notary Public, State of Ohio

My Commission Expires May 31, 2023

Michelle Harrmann

Signature of Notary Public

Notary Public in and for the State of OHIO

My commission expires: 05-31-2023

Subscribed and sworn to before me this 30 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

#100523996

License Fee:	\$ 600	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ 900

AMCO

DEC 30 2022



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:	Humdinger's Gourmet Pizza Co. LLC	License #:	3767
License Type:	Restaurant Eating Place		
Doing Business As:	Humdingers Gourmet Pizza Co LLC		

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 = %)

	÷		x 100 =	.6	%
2021 Food Sales		2021 Food + Alcohol Sales		2021 Percent from Food	

	÷		x 100 =	0	%
2022 Food Sales		2022 Food + Alcohol Sales		2022 Percent from Food	

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

Gordon N Fletcher Jr

Printed name of licensee



Signature of licensee

AMCO

DEC 30 2022

Department of Commerce, Community, and Economic Development
DCCED RECEIPTING

State of Alaska / Commerce / Intranet / Receipting / Receipt / #100523996

RECEIPT #100523996

Net Total: \$900.00

Comment:

Actions

- [Edit Receipt](#)
- [Internal Receipt](#)
- [Customer Receipt](#)
- [Email Receipt](#)

Transaction #1

Type: Check or Warrant

Received: 12/30/2022

Amount: \$900.00

Payer: Humdinger's Gourmet

Name: Pizza Co LLC

Check #: 2768

Created: 1/18/2023

Owner: soa\sfcarell

Close Out: 19010

#:

AG #: 12499

Account Item(s)

Type	Amount	Applicant	Ref #
ALC - Renewal Application Fee (Expired: 06/30/2023)	\$300.00	Humdinger's Gourmet Pizza Co	3767
ALC - Alcohol License Fees (Expired: 06/30/2023)	\$600.00	Humdinger's Gourmet Pizza Co	3767

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[CONTACT US](#)

License Detail

LICENSE DETAILS

License #: 967369

License unavailable for printing

Business Name: HUMDINGER'S GOURMET PIZZA CO.

Status: Expired

Issue Date: 01/02/2012

Expiration Date: 12/31/2022

Mailing Address: 173 S. VALLEY WAY
PALMER, AK 99645

Physical Address: 173 S. VALLEY WAY
PALMER, AK 99645

Owners

HUMDINGER'S GOURMET PIZZA CO., LLC

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.

Start Date	End Date
1/1/2021	2/15/2021

[Close License Detail](#)

[Print Friendly Version](#)

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Humdinger's Gourmet Pizza Co., LLC

Entity Type: Limited Liability Company

Entity #: 10001661

Status: Good Standing

AK Formed Date: 12/9/2011

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2025

Entity Mailing Address: 173 S VALLEY WAY, PALMER, AK 99645

Entity Physical Address: 20181 CROOKED RD, BUTLER, OH 44822

Registered Agent

Agent Name: ABIGAIL OSORIO

Registered Mailing Address: 173 S VALLEY WAY, PALMER, AK 99645

Registered Physical Address: 173 S VALLEY WAY, PALMER, AK 99645

Officials

Show Former

AK Entity #	Name	Titles	Owned
	GORDON FLETCHER JR	Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
12/09/2011	Creation Filing	Click to View	Click to View
2/08/2012	Initial Report	Click to View	
3/11/2013	Biennial Report	Click to View	
4/21/2015	Biennial Report	Click to View	
12/28/2016	Biennial Report	Click to View	
11/23/2018	Biennial Report	Click to View	
8/11/2020	Certificate of Compliance		Click to View
2/01/2021	Biennial Report	Click to View	
5/14/2021	Agent Change	Click to View	
8/04/2023	Biennial Report	Click to View	

[Close Details](#)

 [Print Friendly Version](#)












Review Form NEW

Final Audit Report

2023-08-25

Created:	2023-08-24
By:	Kristin Elieff (keliEFF@palmerak.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUkw_In05kuCeZEIV3DffB0DMFmJuD0d3

"Review Form NEW" History

-  Document created by Kristin Elieff (keliEFF@palmerak.org)
2023-08-24 - 5:11:49 PM GMT
-  Document emailed to Gina Davis (gdavis@palmerak.org) for signature
2023-08-24 - 5:15:53 PM GMT
-  Email viewed by Gina Davis (gdavis@palmerak.org)
2023-08-25 - 5:16:11 PM GMT
-  Document e-signed by Gina Davis (gdavis@palmerak.org)
Signature Date: 2023-08-25 - 5:20:20 PM GMT - Time Source: server
-  Document emailed to Brad Hanson (bahanson@palmerak.org) for signature
2023-08-25 - 5:20:24 PM GMT
-  Email viewed by Brad Hanson (bahanson@palmerak.org)
2023-08-25 - 6:11:27 PM GMT
-  Document e-signed by Brad Hanson (bahanson@palmerak.org)
Signature Date: 2023-08-25 - 6:11:56 PM GMT - Time Source: server
-  Document emailed to Dwayne Shelton (dashelton@palmerpolice.com) for signature
2023-08-25 - 6:11:59 PM GMT
-  Email viewed by Dwayne Shelton (dashelton@palmerpolice.com)
2023-08-25 - 6:24:33 PM GMT
-  Document e-signed by Dwayne Shelton (dashelton@palmerpolice.com)
Signature Date: 2023-08-25 - 6:40:38 PM GMT - Time Source: server
-  Agreement completed.
2023-08-25 - 6:40:38 PM GMT

Section 5.4 The City Manager.



- (a) The City Manager shall be chosen solely on the basis of his demonstrated administrative qualifications, with particular emphasis on his training and experience as a professional municipal administrator. He shall be a resident of the city during his tenure in office.
- (b) He shall be the chief administrative officer of the Council and shall perform the duties of his office under the authority of and shall be accountable to the Council. His duties shall be prescribed in the code by the Council and may include duties in addition to those set forth in this charter.
- (c) He shall supervise and coordinate the work of the administrative officers and departments of the city, except those of the City Attorney and the City Clerk, and shall act as coordinator between these officers and the other administrative officers.
- (d) He shall prepare and recommend to the Council the annual budget proposals of the city.
- (e) He shall enforce the code and other acts of the Council and administer all city contracts.
- (f) He shall employ or be responsible for the employment of all city employees and shall supervise and coordinate the personnel policies and practices of the city.

4.15.060 Residency.



- A. In accordance with the Charter, the city manager shall be a resident of the city during his or her tenure in office.
- B. The city clerk, all department directors, fire chief, and the police chief shall reside within five miles of the city limits within 180 days of hire. (Ord. 21-017 § 3, 2021; Ord. 16-010 § 3, 2016; Ord. 12-001 § 3, 2013)