

Regular City Council Meeting  
City of Palmer, Alaska  
Palmer City Council Chambers  
231 W Evergreen Avenue Palmer, Alaska 99645  
[www.palmerak.org](http://www.palmerak.org)



Mayor Steven J. Carrington  
Deputy Mayor Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W. Best  
Council Member Jim Cooper  
Council Member Pamela Melin  
Council Member Joshua Tudor

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

- A. CALL TO ORDER:
- B. ROLL CALL:
- C. PLEDGE OF ALLEGIANCE:
- D. APPROVAL OF AGENDA:
  - 1. Approval of consent agenda
  - 2. Minutes of previous meetings
    - a. November 14, 2023, Regular Meeting
- E. COMMUNICATIONS AND APPEARANCE REQUESTS:
  - 1. Elected Officials
  - 2. Board/Commission Members
  - 3. General
- F. REPORTS:
  - 1. City Manager's Report
  - 2. City Clerk's Report
  - 3. Mayor's Report
    - a. November 28, 2023 Report
  - 4. City Attorney's Report
- G. AUDIENCE PARTICIPATION:

H. PUBLIC HEARINGS:

1. Resolution No. 23-032: 2023 SHSP Grant Award for Radios  
Authorizing The City Manager To Accept Funds In The Amount Of \$104,517.15 From The U.S. Department Of Homeland Security Under The 2023 State Homeland Security Grant Program For The Purchase Of Portable Radios Along With The Necessary Equipment To Be Able To Deploy Them, Such As Antennas, Microphones, Wiring, Holsters, and Programming
2. Resolution No. 24-001: 2024 City of Palmer Employee Pay Plan  
2024 City of Palmer Employee Pay Plan
3. Resolution No. 24-002: 2024 Fee Schedule  
2024 Fee Schedule
4. Resolution No. 24-003: 2024 Fine Schedule  
2024 Fine Schedule
5. Resolution No. 24-004: Five Year CIP  
Five Year CIP
6. Resolution No. 24-005: 2024 Proposed Budget  
2024 Proposed Budget

I. ACTION MEMORANDA:

1. Action Memorandum No. 23-067: Rescue Services with MSB  
Authorizing the City Manager to Execute a Five-Year Contract for Rescue Services with the Matanuska-Susitna Borough
2. Action Memorandum No 23-069: Subawards from the COSSAP Grant  
Authorizing the City Manager to Spend an Amount Not to Exceed \$196,882 in Subawards from the COSSAP Grant For the Second Year of the Grant

J. UNFINISHED BUSINESS:

K. NEW BUSINESS:

L. RECORD OF ITEMS PLACED ON THE TABLE:

M. AUDIENCE PARTICIPATION:

N. EXECUTIVE SESSION:

O. COUNCIL COMMENTS:

P. ADJOURNMENT



D. 2. a.

**Palmer City Council Meeting**

**Meeting Date:** 11/28/2023

**Submitted For:** Shelly Acteson, City Clerk

**Department:** City Clerk's Office

**Agenda Category:** Consent Agenda

**Legislation Number:** IM 23-002

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**Subject**

November 14, 2023, Regular Meeting

**Summary Statement/Background**

This is an accurate way to keep personnel informed about the decisions made and who is responsible. If any questions arise after a meeting or in the future, the minutes can be used to refer back to and understand exactly what happened during a meeting.

**Administration's Recommendation:**

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**Attachments**

20231114 Regular Meeting Minutes

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A. CALL TO ORDER:

A regular meeting of the Palmer City Council was held on November 14, 2023, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

B. ROLL CALL:

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

Mayor Steve Carrington  
Deputy Mayor Carolina Anzilotti  
John Alcantra  
Richard W. Best  
Jim Cooper  
Pam Melin  
Joshua Tudor  
Pam Melin

Staff in attendance:

John Moosey, City Manager  
Shelly M. Acteson, CMC, City Clerk  
Benji Johnson, Deputy City Clerk  
Sarah Heath, City Attorney  
Brad Hanson, Community Development Director  
Jude Bilafer, Public Works Director  
John Diument, Palmer Airport Superintendent  
Dwayne Shelton, Palmer Police Chief  
John Prevost, Fire Department Training Coordinator  
Kimberly Green, Human Resources Manager  
Gina Davis, Finance Director

C. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA:

1. Approval of Consent Agenda

None

2. Minutes of Previous Meetings

a. October 24, 2023 Regular Meeting Minutes Minutes from the October 24, 2023 Regular City Council Meeting

**Moved by:** Council Member John Alcantra

**Seconded by:** Council Member Carolina Anzilotti

AYE: Mayor Steve Carrington  
Council Member Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W Best  
Council Member Jim Cooper  
Deputy Mayor Pamela Melin  
Council Member Josh Tudor

Passed - Unanimously

E. COMMUNICATIONS AND APPEARANCE REQUESTS:

1. Elected Officials

None

2. Board/Commission Members

None

3. General

a. Proclamation Recognizing Fischer Adams' Win At The Division I State Cross Country Championships

Palmer City Council proclaimed November 17, 2023 to be Fischer Adams Day.

b. Mary Jo Parks, Palmer Museum of History & Art 2023 Palmer Museum of History & Art Report

Mary Jo Parks gave report on the Visitor Information Center and Palmer Museum of History and Art

c. George Collum, Palmer Golf Course 2023 Palmer Golf Course End of Season Report

George Collum gave report on the Palmer Golf Course

F. REPORTS:

1. City Manager's Report

- Referred to recent snow removal concerns.
- City of Palmer and City of Wasilla Economic Summit.
- Spoke about various items and events at Palmer Airport.
- Request to be a part of the AML panel regarding housing.
- Met with Mari Gardner, the new Mat-Su College Director.
- Tomorrow, 4-7, Palmer Depot, Palmer Library Project Open House.
- Thursday is the Mayors/Managers meeting at the Borough.
- Public Works Director Jude Bilafer spoke to recent snow removal issues/concerns.

2. Mayor's Report

a. November 14, 2023 Mayor's Report Report Submitted by Mayor Carrington

- Today was an MVP4 Transportation Meeting.
- Tomorrow is another public input meeting for the Library at the Depot
- It is budget time; Chief Chad will be presenting the rescue contract.
- Thanked Deputy Mayor Anzilotti for attending the Prayer Breakfast in Anchorage and the Veterans Day Ceremony in Wasilla.

3. City Clerk's Report

- Looking for nominations for the Golden Heart Lifetime Achievement Award.

4. City Attorney's Report

- Working through the library summary report.
- Working with the Police Department updating PMC 6.14 that deals with animal bites.
- Council Member Best requested support directing the Attorney to review City Code concerning the proper disposal of animal waste. Council Member Melin offered support.

G. AUDIENCE PARTICIPATION:

Jackie Goforth:

- Spoke to Palmer Library policy concerns.

Karen Lewis:

- Spoke to concerns regarding the Palmer Library books.

Travis Friesen:

- Commented on edible landscaping.
- More sidewalks along the Glenn Highway and other busy roads.
- Would like to bring back the snow maze at the Fairgrounds or sculpture building contest.

Mike Chmielewski:

- Spoke to the School District's Library Committee
- Spoke to the concerns around the record snow fall and pointed out that this much snow is "unusual".
- Talked about his observations at the Mat-Su Veteran's Wall ceremony on November 10.

H. PUBLIC HEARINGS:

1. Resolution No. 23-030: Reallocate Funding from Apron Project to Purchase New Light Fixtures Authorizing the City Manager to Reallocate the Remainder of Funding for Installing Head Bolt Heaters to Purchasing LED Light Fixtures for the Airport.

Airport Superintendent, John Diumentì provided a staff report and responded to Council questions.

Mayor Carrington opened the public hearing.

Travis Friesen:

- Encouraged the City to dispose of the old lights properly.
- LEDs do put out as much heat, which could make the runway more slippery.

Hearing no objection from the Council, Mayor Carrington closed the public hearing

**Moved by:** Deputy Mayor Pamela Melin

**Seconded by:** Council Member John Alcantra

AYE: Mayor Steve Carrington

Council Member Carolina Anzilotti

Council Member John Alcantra

Council Member Richard W Best

Council Member Jim Cooper

Deputy Mayor Pamela Melin

Council Member Josh Tudor

Passed - Unanimously

I. ACTION MEMORANDA:

1. Action Memorandum No. 23-063: Council Community Grant Approving a Council Community Grant to Palmer High School in the Staff Recommended Amount of \$1,500 for the Armed Forces Stars & Stripes Showdown. \$1,500 to be Paid From the City Council Community Grant Fund.

**Moved by:** Council Member Richard W Best

**Seconded by:** Council Member John Alcantra

AYE: Mayor Steve Carrington

Council Member Carolina Anzilotti

Council Member John Alcantra

Council Member Richard W Best

Council Member Jim Cooper

Deputy Mayor Pamela Melin

Passed - Unanimously  
Council Member Josh Tudor

2. Action Memorandum No. 23-064: Dumpster Purchase Authorizing the City Manager to Enter into a Contract with BSI, Bob's Services, LLC for the Purchase of Six (6) Dumpsters in the Amount of \$35,652.00

**Moved by:** Council Member Jim Cooper  
**Seconded by:** Council Member Josh Tudor

AYE: Mayor Steve Carrington  
Council Member Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W Best  
Council Member Jim Cooper  
Deputy Mayor Pamela Melin  
Council Member Josh Tudor  
Passed - Unanimously

3. Action Memorandum No. 23-065: Graham Industrial Coatings LLC Authorizing the City Manager to Negotiate a Contract with Graham Industrial Coatings, LLC in the amount of \$35,956.00, for Preparation and Installation of a Lining System in Both Channels of the UV building at the Wastewater Treatment Plant.

**Moved by:** Council Member Richard W Best  
**Seconded by:** Deputy Mayor Pamela Melin

AYE: Mayor Steve Carrington  
Council Member Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W Best  
Council Member Jim Cooper  
Deputy Mayor Pamela Melin  
Council Member Josh Tudor  
Passed - Unanimously

4. Action Memorandum No. 23-066: Utility Connection - 1430 S. Irwin Rd. Authorizing Utility Connection for a Single Family Home Located at 1430 S. Irwin Rd., Palmer, AK

**Moved by:** Council Member Richard W Best  
**Seconded by:** Council Member Josh Tudor

AYE: Mayor Steve Carrington  
Council Member Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W Best  
Council Member Jim Cooper  
Deputy Mayor Pamela Melin  
Council Member Josh Tudor  
Passed - Unanimously

5. Action Memorandum No. 23-068: Insurance Coverage for the period of Jan 1 - Dec 31, 2024 Authorizing the City Manager to Enter Into a 1-year Agreement to Purchase Healthcare Insurance Coverage with Premera Through the City's Health Insurance Broker, USI for Insurance Coverage for the Period of Jan 1 - Dec 31, 2024.

**Moved by:** Deputy Mayor Pamela Melin  
**Seconded by:** Council Member Richard W Best

AYE: Mayor Steve Carrington  
Council Member Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W Best  
Council Member Jim Cooper  
Deputy Mayor Pamela Melin  
Council Member Josh Tudor  
Passed - Unanimously

J. UNFINISHED BUSINESS:

The Council agreed without objection to Relax the Rules for discussion of the Unfinished Business items.

Council discussion ensued regarding Resolution No. 24-001: 2024 City of Palmer Employee Pay Plan

John Prevost, Palmer Fire Department: spoke to his personal experience regarding the employee pay scale revamp process.

At 9:06 pm the Council agreed to go back into the meeting.

1. Resolution No. 24-001: 2024 City of Palmer Employee Pay Plan2024 City of Palmer Employee Pay Plan
2. Resolution No. 24-002: 2024 Fee Schedule2024 Fee Schedule
3. Resolution No. 24-003: 2024 Fine Schedule2024 Fine Schedule
4. Resolution No. 24-004: Five Year CIPFive Year CIP
5. Resolution No. 24-005: 2024 Proposed Budget2024 Proposed Budget

**K. NEW BUSINESS:**

**L. RECORD OF ITEMS PLACED ON THE TABLE:**

Snow removal information from Public Works  
Documents from Jacki Goforth

**M. AUDIENCE PARTICIPATION:**

Eric Anderson:

- Spoke to snow removal concerns.
- Questioned why the airport loader clearing airports, planes do not fly anyway right now.
- Spoke to airport lighting replacements concerns.

**N. EXECUTIVE SESSION:**

**O. COUNCIL MEMBER COMMENTS:**

Mayor Carrington

- Thank you to Council Member Cooper for his years of service.

Council Member Melin:

- Felt that this was a productive meeting tonight.

Deputy Mayor Anzilotti:

- Felt there was some good discussion tonight regarding the new pay plan.
- Thankful to those that reached out to the Council Members.

Council Member Best:

- Expressed thanks to the Deputy Mayor for going to the Veteran's Day ceremony this past weekend.
- Reminded everyone that it snows in Alaska and the weather can be very extreme and unpredictable.

Council Member Cooper:

- Thanked those who came and spoke before the Council tonight.
- Thanked Deputy Mayor Anzilotti for attending the Veteran's Day event.
- Thanked Alcantra for the Job Corp invitation to speak about Veterans Day.



Council Member Alcantra:

- Appreciated tonight's public comments.
- Thanked Deput Mayor Anzilotti for attending the Veterans Day event in Wasilla,
- Appreciated Council Member Cooper's family's years of military service.
- Gave thanks to Manager Moosey, and other Palmer employees for being at the meeting tonight.
- Will not be able to attend the November 28, 2023, meeting in person.

Council Member Tudor:

- Thanked the Deputy Mayor for attending the Veterans Day event.
- Thanked public works for recent snow removal during the big storm.
- Requested to discuss the train tracks close to Pioneer Home which are difficult to cross.

P.      **ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 9:28 p.m.

**Approved this 28th day of November 2023.**

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Shelly M. Acteson, CMC, City Clerk

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Steve Carrington, Mayor



F. 3. a.

**Palmer City Council Meeting**

**Meeting Date:** 11/28/2023

**Submitted For:** Shelly Acteson, City Clerk

**Department:** City Clerk's Office

**Agenda Category:** Reports

**Legislation Number:** IM 23-003

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**Subject**

November 28, 2023 Report

**Summary Statement/Background**

**Administration's Recommendation:**

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**Attachments**


Mayor's Report

Parental Notification Materials Minors and More 20231117

231117-Letter-Libraries

AttorneyGeneral Opinion of Books in Libraries 2-231117

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# Palmer Mayor's Report

## **Tuesday November 28, 2023, Council Meeting**

### **Budget Time is here**

Chief Chad should be at our meeting to present the Rescue Contract with the MSB.

The budget resolutions are listed under public hearings. This will allow the public to speak to any and each of the budget documents.


I am still a bit concerned about the Pay Plan. The old versus the new. One feels like a rock and the other feels like a hard place. My guess is we will have a few things to talk about next Tuesday.

### **Meeting Agenda Highlights:**

Some council members may be saddened, but you can find our current agendas for our meetings at <https://www.palmerak.org/meetings> -- Sorry Mr. A.

### **Meetings/ Events Attended**

- Nov. 11 – Deputy Mayor Carolina Anzilotti presented City of Palmer's proclamation for the Mat-Su Veterans Day Ceremony in Wasilla
- Nov. 15 – Radio Free Palmer: Recap of Nov. 14 Council Meeting.
- Nov. 15 – attended Public Open House by Wolf Architects at the Palmer Depot
- Nov. 16 -- Attended Valley Mayors' / Managers Meeting at the Borough



# Palmer Mayor's Report

## **Mat-Su Borough Comprehensive Plan Update –**

To quote Borough Manager Mike Brown: "The Borough-wide Comprehensive Plan update is in full swing!"

Borough staff have been working closely with community councils to learn more about the issues and opportunities in regions around the Borough. The External Steering Committee was developed in July of this year, and the first meeting was held in August.

The steering committee comprises members of the Planning Commission and Platting Board, as well as leaders in the community from organizations like the Alaska Farmland Trust, H5 Construction, Elevate Commercial, and the Wasilla Chamber of Commerce.

Right now, they are working public outreach, and the current schedule of meetings is listed below:

There will also be two virtual meetings offered in December.

Website: <https://compplanupdate.matsugov.us/>


Project Manager Contact:

Kelsey Anderson, 907-861-8525, [kelsey.anderson@matsugov.us](mailto:kelsey.anderson@matsugov.us)

## **Palmer Library Update –**

Nov. 15 at the Palmer Depot the public provided feedback on design concepts for the Palmer Library. This was a chance for the public to comment on five different design ideas and is a crucial part of this process.

Wolf Architects will be presenting to the Palmer City Council at their December 12 meeting. The City Council will get to review some options and direct how the project will go forward from here. Gary Wolf believes if the project comes within budget, it could go out to bid next summer and could be built a year and a half later.



# Palmer Mayor's Report

## Library Materials, Minors and More

Nov. 17, 2023 Attorney General Treg Taylor issued a Press Release titled: *"Parental Notification, Indecent Material to Minors, and More: AG Explains Law to School Districts and Libraries"* [Available: <https://law.alaska.gov/press/releases/2023/111723-ParentalNotification.html>] This Press Release speaks of how the AG was publicly addressing a number of topics related to education.

In this Press Release are links to some other documents including "Letter to Alaska School and Public Libraries re: Library Books" [Available: <https://law.alaska.gov/pdf/press/231117-Letter-Libraries.pdf> ]


In this letter, the AG is wanting to make public servants aware of the legal framework that prohibits certain actions regarding minors and indecent materials. The letter is to help inform public servants on what the law is so that no one is caught off guard. The AG also says you should conduct a review and take steps to assure that your organizations are not violating the law.

The AG also published a Press Release "FAQ on the Attorney General Opinion on Parental Notification and Letter on Books in Libraries" [Available: <https://law.alaska.gov/press/releases/2023/111723-FAQ.html> ]

These three documents I have referenced are attached to this Mayor's Report for the council and public to read for themselves.

I know in her regular duties our City Attorney Sarah Heath has reviewed many of our library policies and procedures in the last year. But I am also asking our attorney to review these three documents in the context of our library policies and procedures and report back to the council early next year.

Now I don't do this because I like attorneys. In fact, I can only think of two or three attorneys I would call friends. But I digress. It may be time for some changes. But if it is, it shall be thoughtful, well-reasoned and done with kindness.



# Palmer Mayor's Report

I believe in our library staff. Librarians are some of the most community-minded, cooperative, and kind people I know. After all, they put up with all of us! Maybe they can show us a better way...

For those wishing to grab pitchforks and have a witch hunt, I'll pass. But if you have been thinking about things and have an idea, I would like to hear it. Especially if you can speak ...

## Speaking in public

I have a friend named Mike who is always reminding me of how to speak in public:

**Good** – talk about things that are good

**Just** – talk about things that are right and just

**Kind** – treasure and value what is kind and merciful

**Humility** – speak with humility (it goes well with kindness)

*Mayor Steve Carrington*

State of Alaska  
DEPARTMENT OF LAW

## PRESS RELEASE

### Parental Notification, Indecent Material to Minors, and More: AG Explains Law to School Districts and Libraries

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November 17, 2023

(Anchorage, AK) – In response to questions and concerns from Alaskans, today Alaska Attorney General Treg Taylor addressed a number of topics related to education.

First, to assist the Department of Education and Early Development on the scope of the parental notification law, the Attorney General issued an opinion discussing the meaning of the phrase “human reproduction and sexual matters” as it is used in AS 14.03.016.

Second, he issued two letters—one to school districts and one to school districts and libraries—the first, outlining the laws on parental rights and required notification, the latter, the laws that limit the type of material that can be made available to minors.

“In light of the questions and concerns that have come up, I thought it best to inform everyone of what the law says to avoid further confusion. Whether or not there has been a violation of the law will always be a fact-specific inquiry, so these letters do not cast any blame. The purpose is simply to provide information that can help school districts and libraries comply with the law,” **explained Attorney General Taylor**. “We all want the best education possible for our children, and working together we can ensure that parents, students, and teachers all have the information they need to accomplish that common goal.”

Over the course of the last year, the topic of education and the laws that apply to it has come up in the Legislature, the media, school districts, municipalities, and the public.

- There have been media stories on books available to minors in libraries and on the libraries’ responsibility to comply with laws prohibiting making indecent material available to minors. [AK Public Media article](#); [KTUU article](#)
- There have been concerns raised on whether school district policies properly implement parental notification requirements. [Fox News article](#).

Many of the questions and concerns have come into the Attorney General’s office in various forms. The letters issued today, in conjunction with the Attorney General Opinion, attempt to address these questions and concerns in a uniform way, putting everyone on notice as to what the law actually requires.

The Attorney General Opinion discusses the scope of the parental notification law, making clear that districts have a responsibility to notify parents before offering trainings or classes about “gender identity.”

“We don’t want to catch anyone off guard—quite the opposite. We want to be transparent and hold ourselves as a resource to answer questions and prevent any issues from occurring,” **said Attorney General Taylor.**

- [AG Opinion on Parent Notification](#)
- [FAQs](#)
- [AG Letter to School Districts](#)
- [AG Letter to Libraries](#)

# # #

**Department Media Contacts:** Communications Director Patty Sullivan at [patty.sullivan@alaska.gov](mailto:patty.sullivan@alaska.gov) or (907) 269-6368. Information Officer Sam Curtis at [sam.curtis@alaska.gov](mailto:sam.curtis@alaska.gov) or (907) 269-6269.

The Attorney General and Department of Law staff may not provide legal advice to private citizens or organizations. Please contact an attorney if you need legal advice.

The Alaska Lawyer Referral Service or your local bar association may be able to assist you in locating a lawyer.

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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Law**

OFFICE OF THE ATTORNEY GENERAL

1031 West Fourth Avenue, Ste. 200  
Anchorage, AK 99501  
Main: (907) 269-5100  
Fax: (907) 276-3697

November 16, 2023

*Via U.S. Mail*

Dear Alaska School and Public Libraries,

As you are aware, over the past year members of the public have raised significant concerns regarding books that may be viewed by, and made available to, minors in certain school or public libraries. In my capacity as Attorney General, I have been approached many times by concerned parents, community members, and members of school boards. Specifically, these concerns have focused on books that have graphic depictions of sexual content that are available for viewing by children and teenagers. Considering these concerns, you should be aware of the legal framework that prohibits certain actions regarding minors and indecent materials. The purpose of this letter is to help inform public servants on what the law is so that no one is caught off guard. You should conduct a review and take steps to assure that your organizations are not violating the law. These laws fall into three categories: state criminal laws, municipal ordinances, and certain state and federal education laws.

**I. State Criminal Law**

The following three criminal statutes are most relevant to the circumstances at issue: distribution of indecent materials to minors (AS 11.61.128), enticement of a minor (AS 11.41.452), and contributing to the delinquency of a minor (AS 11.51.130). Depending upon the facts of a specific case, other statutes may be implicated.

- **Distribution of Indecent Material to Minors, AS 11.61.128**

For this offense, the State is required to prove the following:

- 1) the defendant was 18 years of age or older;
- 2) the defendant intentionally distributed or possessed with the intent to distribute material to a child under 16 years of age or to a person the defendant believed was a child under 16 years of age;
- 3) the defendant knew the material depicted actual *or* simulated sexual penetration; the lewd touching of a person's genitals, anus, or female breast;

- masturbation; bestiality; the lewd exhibition of a person's genitals, anus, or female breast; or sexual masochism or sadism; and
- 4) the material was harmful to minors.

“Harmful to minors” means that the (1) the average individual, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest in sex for persons under 16 years of age; (2) a reasonable person would find that the material, taken as a whole, lacks serious literary, artistic, educational, political, or scientific value for persons under 16 years of age; and (3) the material depicts actual or simulated conduct in a way that is patently offensive to the prevailing standards in the adult community as a whole with respect to what is suitable for persons under 16 years of age. Except in limited circumstances, violations of this statute are punishable as a class C felony offense.

- **Enticement of a minor, AS 11.41.452**

To prove this offense, the State is required to prove the following:

- 1) the defendant was 18 years of age or older;
- 2) the defendant knowingly communicated with another person to entice, solicit, or encourage the person to engage in any of the following acts: sexual penetration; the lewd touching of another person’s genitals, anus, or breast; the lewd touching by another person of the child’s genitals, anus, or breast; masturbation; bestiality; the lewd exhibition of the child’s genitals; or sexual masochism or sadism; and
- 3) the other person was a child under 16 years of age, or the defendant believed that the other person was a child under 16 years of age.

Except in limited circumstances, enticement of a minor is a class B felony offense. This statute does not require proof that the other person engaged in the act; mere enticement, solicitation, or encouragement is enough to be found guilty of this offense. Please also note that for a defendant to be guilty of this offence, the enticement, solicitation, or encouragement to engage in the acts does not need to be with the defendant or in front of the defendant; it is a violation of this offense if the defendant entices, solicits, or encourages a child under 16 to engage in these acts with anyone, including another child or themselves.

- **Contributing to the Delinquency of a Minor, AS 11.51.130**

To prove this offense, the State is required to prove the following:

- 1) the defendant was 19 years of age or older, and

- 2) the defendant knowingly aided, induced, caused, or encouraged a child under 18 years of age to do any act prohibited by state law.

A theme that runs through these statutes is the protection of minors. Therefore, an important factor in any analysis is the availability of the described materials to minors under the age specified in each statute. As with any situation, before proceeding with charges, the prosecuting attorney will review the facts of a case to ensure there is sufficient admissible evidence to support each element of each offense beyond a reasonable doubt.

## **II. Municipal Ordinance**

Municipalities may also pass ordinances that address similar behaviors to what is mentioned above. For example, the Anchorage municipal code makes it a class B misdemeanor to disseminate indecent material to minors under section 8.50.220. Dissemination of indecent material occurs when a person “knowingly: (1) disseminate[s], distribute[s], or offer[s] to distribute, or exhibit[s] indecent material to a minor...” This sample municipal code is quite broad, and you should do a review of any applicable municipal ordinances to ensure the material in your library complies with municipal code.

## **III. State or Federal Education Laws**

Neither state nor federal law have education or library specific laws relevant to what materials a library may provide. However, if your library is in a school, it is important that you are aware that your library must provide all library records identifying a minor child to any parent or guardian who seeks that information. AS 40.25.140(b). There are no exceptions to this statute.

The purpose of this letter is to bring awareness and assist school districts and libraries in complying with the law. Of note is that there are no exceptions to any of the laws listed above for administrators, teachers or for librarians. As school districts and public libraries navigate compliance with the law, please be mindful of the protections given to public employees who report a violation of state, federal or municipal law, regulation, or ordinance under Alaska’s Whistleblower Act or similar municipal ordinance. My recommendation is for you to review your policies and the conduct of both your organization as a whole and of individual employees to make sure they are compliant with applicable state and local law. I hope this letter is helpful as you navigate and comply or confirm compliance with the law. If you have any questions or concerns, please feel free to contact the Department of Law or work directly with your own legal counsel.

Alaska School/Public Libraries  
Re: *Library Books*

November 16, 2023  
Page 4 of 4

Sincerely,

Treg Taylor  
Attorney General

State of Alaska  
DEPARTMENT OF LAW

## PRESS RELEASE

### FAQs on the Attorney General Opinion on Parental Notification and Letter on Books in Libraries

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November 17, 2023

#### Why did the Attorney General decide to issue these materials?

As one of the letters states, the Attorney General has recently “been approached many times by concerned parents, community members, and members of school boards” about topics addressed by the Attorney General Opinion and letters. He aims to provide clarity on the relevant laws.

#### What does AS 14.03.016 say, and how is the subject of gender identity related?

Alaska’s parental notification statute, AS 14.03.016, was passed in 2016. The statute mandates that school boards “adopt policies to promote the involvement of parents in the school district’s education program.” One way the statute achieves this goal is by requiring schools to have procedures for notifying parents “two weeks before any activity, class, or program that includes content involving human reproduction or sexual matters is provided to a child.” Questions have arisen about whether the statute requires parental notification before children are taught about gender identity. The Attorney General Opinion concluded it does. See the Opinion for more specifics.

#### Does the Attorney General Opinion mean teachers can't respond to questions on gender identity that may come up in discussion or instruction on topics unrelated to gender identity?

No. The parental notification law states that it does not prohibit a school employee or volunteer from answering a question from a child about any topic.

#### Does the Attorney General Opinion mean teachers may not address gender identity as part of a pre-planned activity or class?

No. The attorney general opinion does not prohibit addressing gender identity, it just clarifies that school board policies must include gender identity as one of the subjects requiring prior parental notification.

#### Does the Attorney General Opinion change how the State of Alaska interprets the Supreme Court’s decision in *Bostock v. Clayton County*?

No. In *Bostock* the United States Supreme Court interpreted a narrow provision of federal law about employment discrimination. The Attorney General Opinion, on the other hand, interprets a state law about

public education. Because the two opinions deal with different laws passed by different governments and deal with different terms, they are unrelated.

## How does HB 105, which was introduced last legislative session, impact the Attorney General's interpretation of the parental notification law?

Among other things, HB 105 would have expressly clarified that the parental notification statute applies to gender identity coursework. That has no bearing on whether AS 14.03.016 already applies to gender identity coursework because, as the Alaska Supreme Court has explained, proposed legislation that is offered after a law has been passed is irrelevant to the enacted law's meaning.

## What does AS 14.03.016 require of the school districts?

As explained in the Attorney General Opinion, AS 14.03.016 requires school boards to include "gender identity" as one of the subjects requiring two weeks of parental notification before any activity, class or program that includes this content.

## Does the Attorney General Opinion change the required training on sexual assault awareness and prevention training (under AS 14.30.355) and dating violence and abuse awareness and prevention training (under AS 14.30.356, also known as "Bree's Law")?

No. These two types of training are excluded from the definition of "human reproduction or sexual matters" in the parental notification statute. Separate statutes address this training.

## Is there anything about the Attorney General Opinion that may impact student safety, in particular students who may be struggling with gender identity?

No, the Attorney General Opinion does not remove any protections for students.

## Is the Attorney General letter about library books a book ban?

No. The letter merely notifies the recipients of several criminal laws that prohibit adults from giving children indecent materials, under certain circumstances. The Attorney General letter does not mention specific books – let alone indicate a specific book violates a criminal law. The laws cited have general applicability — they are not specific to libraries.

# # #

**Department Media Contacts:** Communications Director Patty Sullivan at [patty.sullivan@alaska.gov](mailto:patty.sullivan@alaska.gov) or (907) 269-6368. Information Officer Sam Curtis at [sam.curtis@alaska.gov](mailto:sam.curtis@alaska.gov) or (907) 269-6269.

The Attorney General and Department of Law staff may not provide legal advice to private citizens or organizations. Please contact an attorney if you need legal advice.

The Alaska Lawyer Referral Service or your local bar association may be able to assist you in locating a lawyer.

1031 West 4th Avenue, Suite 200  
Anchorage, AK 99501-1994

Phone: 907-269-5100 • Fax: 907-276-3697  
Relay Alaska 1-800-770-8973

[attorney.general@alaska.gov](mailto:attorney.general@alaska.gov)

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**Palmer City Council Meeting**

H. 1.

**Meeting Date:** 11/28/2023  
**Submitted For:** Dwayne Shelton, Police Chief  
**Department:** Police Department  
**Agenda Category:** Resolution  
**Legislation Number:** RES 23-032

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**Subject**

Authorizing The City Manager To Accept Funds In The Amount Of \$104,517.15 From The U.S. Department Of Homeland Security Under The 2023 State Homeland Security Grant Program For The Purchase Of Portable Radios Along With The Necessary Equipment To Be Able To Deploy Them, Such As Antennas, Microphones, Wiring, Holsters, and Programming

**Summary Statement/Background**

The City of Palmer (COP) has started changing over their radios from single band capable to dual-band capable starting in 2018. Through SHSP grant funding, COP has been successful in changing over a portion of its radio fleet. This has been instrumental in ensuring better radio communication for all involved in public safety in and around COP. Additionally, COP proposes to use funding from this project to purchase new portable radios. The new radios will be compatible with ALMR and are dual-band capable. They can be used for interoperable communications with multiple other agencies including police, fire, ems, public works, the Department of Defense, etc.

**Administration's Recommendation:**

Authorize the City Manager to accept, appropriate and execute the Homeland Security Program grant funds awarded by the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management's Homeland Security Program in the amount of \$104,517.15 for the purchase of portable radios along with the necessary equipment to be able to deploy them, such as antennas, microphones, wiring, holsters, and programming

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**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$104,517.15  
**Legislation creates revenue in the amount of:** \$104,517.15  
**Budgeted Y/N?:** N  
**Line Item(s):**

**Line Item(s):** 09-00-00-3358 HLS Grant - PD Revenue 09-01-10-7125 HLS SHSP Grant PD Expenditures

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**Attachments**

2023 SHSP Award - City of Palmer  
Reso 23-031 2023 SHSP Award

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THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Military and  
Veterans Affairs**

Division of Homeland Security and  
Emergency Management

P.O. Box 5750  
JBER, AK 99505-0800  
Main: 907.428.7000  
Fax: 907.428.7009  
[ready.alaska.gov](http://ready.alaska.gov)

October 17, 2023

John Moosey, City Manager  
City of Palmer  
231 W Evergreen Avenue  
Palmer, AK 99645

RE: 2023 State Homeland Security Program, EMW-2023-SS-00037-S01  
State Grant No.: 23SHSP-GY23

Mr. Moosey:

We received funds from the U.S. Department of Homeland Security under the 2023 State Homeland Security Program. We are pleased to award the City of Palmer the amount of \$104,517.15 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Program Requirements and Terms and Conditions as the new Build America, Buy America Act (BABAA) Federal Emergency Management Agency requirement has been added. More information will be provided at the Grant Kick-Off Meeting in November.

Please review the Project Budget Details for Environmental and Historic Preservation (EHP) requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner that provides full and open competition. To ensure this, we require a Procurement Method Report with every expense (except for local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant. Preapprovals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD, and send a scanned copy to [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov) within 30 days of subrecipient receipt. Keep the hard copy for your records.

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website: <http://ready.alaska.gov/Grants/OurDocs>.

Mr. Moosey  
October 17, 2023  
Page 2 of 2

If signatory points of contact have changed since the submittal of the application, please complete, and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier at (907) 428-7026 or by email at [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov).

Sincerely,





William A. Dennis  
Administrative Operations Manager

Enclosure(s):     Obligating Award Document  
                         Project Budget Details Report

cc:     Dwayne Shelton, Subrecipient Project Manager  
         Gina Davis, Subrecipient Chief Financial Officer



<b>State of Alaska</b> <b>Division of Homeland Security and Emergency Management</b> Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 8	
						FEDERAL AWARD DATE	
						August 24, 2023	
						FEDERAL GRANT PROGRAM	
						2023 State Homeland Security Program	
<b>OBLIGATING AWARD DOCUMENT</b>						FEDERAL GRANT NUMBER	
						EMW-2023-SS-00037-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of Palmer 231 W. Evergreen Avenue Palmer, AK 99645		FROM:	October 1, 2023	AMENDMENT #:		AWARD AMOUNT	
		TO:	September 30, 2025	EFFECTIVE DATE:		\$104,517.15	
		STATE PROGRAM NUMBER				23SHSP-GY23	
UEI NUMBER		F449BMLTSSN3		FUNDING ALLOCATION			
EIN		92-6000194		PLANNING		EXERCISE	
METHOD OF PAYMENT		Electronic		TRAINING		EQUIPMENT	\$104,517.15
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]. See attached for continued Grant Requirements and Program Terms and Conditions.							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details.)							
See Attached							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	(907) 428-7000		
				FAX	(907) 428-7009		
STATE PROJECT MANAGER		PHONE	FAX	EMAIL			
Tiffany Peltier		(907) 428-7026	(907) 428-7009	mva.grants@alaska.gov			
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Mgr.				John Moosey, City Manager			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE 10-17- 2023				DATE
FOR STATE USE ONLY							
Division File Number:					Date Returned		
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	23SHSPPAL	2SHSP2023	GYSHSP



## Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgment of Federal Funding; Lobbying; Debarment, Suspension, EHP, BABAA, and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities and not replace those funds that have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also, the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990*. Per *Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients under \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements  
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*  
<https://ecfr.io/Title-2/Part-200>
2. Cost Principles  
2 CFR Part 200 Subpart E Cost Principles  
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-E)
3. Audit Requirements  
2CFR Part 200 Subpart F Audit Requirements  
[Title 2 Part 200 Subpart F - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-F)
  - a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.



- b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State Coordinating Agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
  - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
  - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
  - 3) Subrecipients will provide compliance evidence to DHS&EM from the State Audit Coordinator before any payment will be processed.
  - 4) DHS&EM may process on-behalf-of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
  - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
  - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
- 4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
- a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency
  - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
  - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
  - 5) Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
- 5. Conflict of Interest  
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
- 6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
  - A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
  - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
  - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
- 7. Technology Requirements  
28 FR Part 23, Criminal Intelligence System Operating Policies
- 8. Research and Development (R&D) Requirements  
Grants awarded to DHS&EM are not R&D
- 9. Duplication of Benefits  
2 CFR Part 200, Subpart E, Cost Principles
- 10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving.

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance

If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition..



## SHSP Program Terms and Conditions

The total allocation of the 2023 State Homeland Security Program awarded to the Division of Homeland Security and Emergency Management (DHS&EM) is \$4,847,500.00, under *Federal Grant EMW-2023-SS-00037-S01, CFDA# 97.067*. The City of Palmer has been awarded \$104,517.15 which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. The instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2023 through September 30, 2025. Project conditions must be completed by this date. The City of Palmer cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

**(A) Changes to Award:** All change requests must be submitted in writing, or electronically to the DHS&EM Project Manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

**(B) Reporting Requirements:** The City of Palmer shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the Project Manager at DHS&EM. Instructions and blank forms are located electronically at <https://www.ready.alaska.gov/Grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/1/2023 - 12/31/2023	01/20/2024
2	1/1/2024 - 3/31/2024	04/20/2024
3	4/1/2024 - 6/30/2024	07/20/2024
4	7/1/2024 - 9/30/2024	10/20/2024
5	10/1/2024 - 12/31/2024	01/20/2025
6	1/1/2025 - 3/31/2025	04/20/2025
7	4/1/2025 - 6/30/2025	07/20/2025
8	7/1/2025 - 9/30/2025	10/20/2025
9	Final Report	11/15/2025

**Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.**

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. The *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

**(C) Signatory Requirements:** The primary Signatory Official, Project Manager and Financial Officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the Project Manager, Signatory Official and the Financial Officer must be three different signatures.

**(D) Reimbursements:** Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g., copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report*, and documentation of payment must be included. Reimbursable expenses include:

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee's name, position, coded allocation to the project, and amount paid are acceptable. Staff may not self-certify their own time and wages. The City of Palmer shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section O. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.



- **Contracts:** All sole-source procurements, single vendor responses to a competitive bid, and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation is required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after the conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant-funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

**(E) Non-reimbursable Expenses:**

- Reimbursable training and related travel costs, not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fundraising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

**(F) Property and Equipment Management:** The City of Palmer shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* must be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without written approval from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

**(G) Build America, Buy America Act (BABAA):** The City of Palmer must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and EO 14005, Ensuring the Future is Made in All of America by All of America's Workers. See OMB Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**(H) Procurement:** A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

**(I) Contracts:** Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required



contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(J) **Use of DHS Seal, Logo, and Flags:** All subrecipients must obtain DHS&EM approval before using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(K) **Publications and Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgment of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security, or the State of Alaska.***

(L) **Acknowledgement of Federal Funding:** All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(M) **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17, for additional information and guidance.

(N) **False Claims Act and Program Fraud Civil Remedies:** All subrecipients must comply with the requirements of 31 U.S.C. § 3729, which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

(O) **Recordkeeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award or audit if required. Time, effort, personnel, and payroll records must be maintained for all individuals reimbursed under the award. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement, or transfer of the property and equipment.

(P) **Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified in the Quarterly Activities Plan
3. Percent measurable progress toward completion of the project
4. How funds have been expended during the reporting period, and explain expenditures related to the project

(Q) **Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of Palmer's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook.

(R) **Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of Palmer of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of Palmer must respond within five (5) days of receipt of notification:

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(S) **Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to the City of Palmer stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse the City of Palmer only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) **Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Commerce and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(U) **Project Implementation:** Due to the competitiveness of the 2023 State Homeland Security Program, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should notify DHS&EM of the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(V) The City of Palmer shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2023 State Homeland Security Program (HSGP) Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of Palmer certifies it has read, understood, and accepted these documents as binding.

(W) No funds will be reimbursed until City of Palmer fiscal and programmatic representatives attend a 2023 Grant Kick-Off Meeting to be held electronically in November 2023.

(X) The City of Palmer must complete a Quarterly Activities Plan by January 20, 2024. Information on this requirement will be emailed and provided at the 2023 Grant Kick-Off meeting.

(Y) The City of Palmer must attend the state's Multi-Year Integrated Preparedness Planning Workshop (IPPW), to be held in conjunction with the 2024 Preparedness Conference, and develop a local jurisdiction Multi-Year Integrated Preparedness Plan (IPP) to be submitted to DHS&EM by March 1, 2024.

(Z) The City of Palmer must complete/update the Alaska Assessment annually by September 30.

(AA) The signature of the signatory officials on this award attests to the City of Palmer's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2023, the Alaska Assessment will be required to report NIMS compliance for future preparedness award eligibility.

(BB) The City of Palmer must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2023. More information on this online self-assessment will be provided at the 2023 Kick-Off Meeting and can be found in the 2023 HSGP NOFO: [Fiscal Year 2023 Homeland Security Grant Program Notice of Funding Opportunity \(alaska.gov\)](#).

(CC) The City of Palmer must complete the quarterly THIRA/SPR surveys.

#### **Special Conditions**

None

*We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.*

\_\_\_\_\_  
*Project Manager's Signature*

\_\_\_\_\_  
*Chief Financial Officer's Signature*

\_\_\_\_\_  
*Signatory Official's Signature*





# Project Budget Details 2023 State Homeland Security Program Palmer, City of Reported Revision 0

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Interop.Communications	Emergency Management	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$104,517.15	\$0.00	\$104,517.15
Item: Portable Radios							
Description: Purchase of P25 compliant portable radios for the City of Palmer.							
Investment: Enhancing Statewide Emergency Communications							

	Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:	\$0.00	\$0.00	\$0.00	\$0.00
Federal:	\$104,517.15	\$104,517.15	\$0.00	\$104,517.15
Grand Total:	\$104,517.15	\$104,517.15	\$0.00	\$104,517.15

**LEGISLATIVE HISTORY**

Introduced by:

Date:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 23-031**

**A Resolution of the Palmer City Council Authorizing the City Manager to Accept Funds In The Amount Of \$104,517.15 From The U.S. Department Of Homeland Security Under The 2023 State Homeland Security Grant Program For The Purchase Of Portable Radios Along With The Necessary Equipment To Be Able To Deploy Them, Such As Antennas, Microphones, Wiring, Holsters, and Programming**

WHEREAS, the City of Palmer has started changing over their radios from single band capable to dual band capable starting in 2018.; and

WHEREAS, this has been instrumental in ensuring better radio communication for all involved in public safety in and around the City; and

WHEREAS, the City of Palmer proposes to use funding from this project to purchase new portable radios that are compatible with ALMR and are dual band capable.; and

WHEREAS, the radios can be used for interoperable communications with multiple other agencies including police, fire, EMS, public works, the Department of Defense, etc.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council here by authorizes the City Manager to accept, appropriate and execute the Homeland Security Program grant funds awarded by the State of Alaska, Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management's Homeland Security Program in the amount of \$104,517.15 for the purchase of portable radios along with the necessary equipment to be able to deploy them, such as antennas, microphones, wiring, holsters, and programming

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Steven J Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, MMC, City Clerk



H. 2.

**Palmer City Council Meeting**

**Meeting Date:** 11/28/2023

**Submitted For:** Gina Davis, Financial Director

**Department:** Finance

**Agenda Category:** Unfinished Business

**Legislation Number:** Res 24-001

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**Subject**

2024 City of Palmer Employee Pay Plan

**Summary Statement/Background**

2024 City of Palmer Employee Pay Plan

**Administration's Recommendation:**

Adopt Resolution No. 24-001

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**Attachments**

Resolution No. 24-001 Pay Plan

Proposed Pay Plan 2024

Updated Pay Plan 2024

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Introduced by: City Manager Moosey  
Date: October 10, 2023  
Public Hearing: October 10, 2023  
Action:  
Vote:  
Yes: No:

CITY OF PALMER, ALASKA

**Resolution No. 24-001**

**A Resolution of the Palmer City Council Adopting the City of Palmer Employee Pay Plan**

WHEREAS, the City of Palmer wishes to approve the attached pay plan for the compensation of employees;

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby amends its employee compensation pay plan by adopting the attached "City of Palmer Pay Plan-January 1, 2024" with effective date of the pay plan to be January 1, 2024.

**Approved** by the Palmer City Council this 28th day of November, 2023.

\_\_\_\_\_  
Steve Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, CMC, City Clerk

## CITY OF PALMER PAY PLAN -- Janaury 1, 2024

Implement: 01/01/2024

Council Approved:

LEVEL	Level Classification by Job Title		Steps									Longevity Steps*					
			1	2	3	4	5	6	7	8	9	A	B	C	D	E	F
1		Hourly Bi-weekly Annual	13.63 1090.40 28,350	14.08 1126.40 29,286	14.53 1162.40 30,222	15.01 1200.80 31,221	15.52 1241.60 32,282	16.03 1282.40 33,342	16.56 1324.80 34,445	17.12 1369.60 35,610	17.71 1416.80 36,837	18.22 1457.60 37,898	18.77 1501.60 39,042	19.33 1546.40 40,206	19.93 1594.40 41,454	20.54 1643.20 42,723	21.17 1693.60 44,034
2	Seasonal Arena Attendant Janitor/ Light Maintenance Library Technician Seasonal Groundskeepers / LT Maintenance	Hourly Bi-weekly Annual	15.22 1217.60 31,658	15.72 1257.60 32,698	16.25 1300.00 33,800	16.79 1343.20 34,923	17.37 1389.60 36,130	17.94 1435.20 37,315	18.56 1484.80 38,605	19.21 1536.80 39,957	19.87 1589.60 41,330	20.48 1638.40 42,598	21.09 1687.20 43,867	21.74 1739.20 45,219	22.40 1792.00 46,592	23.10 1848.00 48,048	23.82 1905.60 49,546
3	Library Specialist Receptionist & Cashier (PT)	Hourly Bi-weekly Annual	16.79 1343.20 34,923	17.37 1389.60 36,130	17.94 1435.20 37,315	18.56 1484.80 38,605	19.21 1536.80 39,957	19.87 1589.60 41,330	20.56 1644.80 42,765	21.28 1702.40 44,262	22.02 1761.60 45,802	22.70 1816.00 47,216	23.40 1872.00 48,672	24.13 1930.40 50,190	24.88 1990.40 51,750	25.67 2053.60 53,394	26.48 2118.40 55,078
4	Admin Assistant: Library Election Worker	Hourly Bi-weekly Annual	18.33 1466.40 38,126	18.96 1516.80 39,437	19.62 1569.60 40,810	20.30 1624.00 42,224	21.01 1680.80 43,701	21.74 1739.20 45,219	22.51 1800.80 46,821	23.31 1864.80 48,485	24.13 1930.38 50,190	24.88 1990.40 51,750	25.66 2052.80 53,373	26.48 2118.40 55,078	27.32 2185.60 56,826	28.18 2254.40 58,614	29.08 2326.40 60,486
5	Admin Asst - Public Safety, Public Works, Community Development, Mayor Council Clerk City Manager, Receptionist & Cashier Community Development Specialist Maintenance Worker, Seasonal Arena Specialist Seasonal Arena Operations Assistant Groundskeeper Foreman, Library Assistant	Hourly Bi-weekly Annual	19.94 1595.20 41,475	20.64 1651.20 42,931	21.36 1708.80 44,429	22.11 1768.80 45,989	22.90 1832.00 47,632	23.71 1896.80 49,317	24.54 1963.20 51,043	25.43 2034.40 52,894	26.34 2107.20 54,787	27.18 2174.40 56,534	28.04 2243.20 58,323	28.93 2314.40 60,174	29.85 2388.00 62,088	30.81 2464.80 64,085	31.80 2544.00 66,144
6	Accounting Technician I, Dispatcher I Evidence & Records Custodian Lib Srvs Coordinator, W/WW Operator I Solid Waste Collector, Mechanic I	Hourly Bi-weekly Annual	21.54 1723.20 44,803	22.29 1783.20 46,363	23.07 1845.60 47,986	23.90 1912.00 49,712	24.75 1980.00 51,480	25.63 2050.40 53,310	26.55 2124.00 55,224	27.51 2200.80 57,221	28.50 2280.00 59,280	29.42 2353.60 61,194	30.35 2428.00 63,128	31.32 2505.60 65,146	32.33 2586.40 67,246	33.37 2669.60 69,410	34.45 2756.00 71,656
7	Building Inspector, Dispatcher II Equipment Operator, Mechanic Police Officer I, Support Services Specialist Utility Meter Reader & Laborer W/WW Operator II	Hourly Bi-weekly Annual	23.11 1848.80 48,069	23.94 1915.20 49,795	24.79 1983.20 51,563	25.67 2053.60 53,394	26.60 2128.00 55,328	27.57 2205.60 57,346	28.55 2284.00 59,384	29.59 2367.20 61,547	30.67 2453.60 63,794	31.66 2532.80 65,853	32.68 2614.40 67,974	33.73 2698.40 70,158	34.82 2785.60 72,426	35.96 2876.80 74,797	37.12 2969.60 77,210
8	Accounting Technician II Deputy City Clerk	Hourly Bi-weekly Annual	24.69 1975.20 51,355	25.56 2044.80 53,165	26.49 2119.20 55,099	27.44 2195.20 57,075	28.44 2275.20 59,155	29.48 2358.40 61,318	30.55 2444.00 63,544	31.66 2532.80 65,853	32.83 2626.40 68,286	33.89 2711.20 70,491	34.98 2798.40 72,758	36.11 2888.80 75,109	37.28 2982.40 77,542	38.49 3079.20 80,059	39.75 3180.00 82,680
9	Dispatch Supervisor, Fire Prevention Officer Fire Training Coordinator Parks & Facility Manager Police Officer II, Utilities Foreman	Hourly Bi-weekly Annual	26.28 2102.40 54,662	27.23 2178.40 56,638	28.20 2256.00 58,656	29.23 2338.40 60,798	30.30 2424.00 63,024	31.43 2514.40 65,374	32.58 2606.40 67,766	33.78 2702.40 70,262	35.03 2802.40 72,862	36.16 2892.80 75,213	37.34 2987.20 77,667	38.56 3084.80 80,205	39.81 3184.80 82,805	41.12 3289.60 85,530	42.47 3397.60 88,338
10	Library Director Police Detective Sergeant Police Sergeant	Hourly Bi-weekly Annual	27.84 2227.20 57,907	28.86 2308.80 60,029	29.91 2392.80 62,213	31.00 2480.00 64,480	32.15 2572.00 66,872	33.32 2665.60 69,306	34.56 2764.80 71,885	35.83 2866.40 74,526	37.17 2973.60 77,314	38.38 3070.40 79,830	39.64 3171.20 82,451	40.93 3274.40 85,134	42.28 3382.40 87,942	43.67 3493.60 90,834	45.11 3608.80 93,829
11	Airport Superintendent Commander, Finance Manager Human Resource Manager Maintenance Superintendent	Hourly Bi-weekly Annual	29.43 2354.40 61,214	30.81 2464.80 64,085	31.61 2528.80 65,749	32.76 2620.80 68,141	33.98 2718.40 70,678	35.24 2819.20 73,299	36.54 2923.20 76,003	37.90 3032.00 78,832	39.32 3145.60 81,786	40.60 3248.00 84,448	41.93 3354.40 87,214	43.31 3464.80 90,085	44.73 3578.40 93,038	46.21 3696.80 96,117	47.73 3818.40 99,278
12	Directors: Community Development Finance, Public Works Fire Chief, Police Chief	Hourly Bi-weekly Annual	36.48 2918.40 75,878	37.84 3027.20 78,707	39.25 3140.00 81,640	40.72 3257.60 84,698	42.24 3379.20 87,859	43.83 3506.40 91,166	45.47 3637.60 94,578	47.19 3775.20 98,155	48.97 3917.60 101,858	50.59 4047.20 105,227	52.28 4182.40 108,742	54.01 4320.80 112,341	55.83 4466.40 116,126	57.69 4615.20 119,995	59.62 4769.60 124,010

## \*Pay Increments for Longevity

Step A	When an employee reaches step A, B or C of their assigned pay level, the employee shall remain at step A, B or C for two (or more) years. When the employee completes two (or more) years at step A, B, or C the employee moves to step B, C or D of the Pay
Step B	Plan and is eligible for the increase indicated in step B, C or D; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step C	

Step D	When an employee reaches step D or E of their assigned pay level, the employee shall remain at step D or E for three (or more) years. When the employee completes three (or more) years at step D or E, the employee moves to step E or F of the Pay Plan
Step E	and is eligible for the increase indicated in step E or F; provided the employee received an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continuously as a regular fulltime or part-time employee.
Step F	When an employee reaches the end of the pay scale (step F), the employee is no longer entitled to a step increase.

Note: Employees in longevity are prohibited from skipping steps and must remain at each step as indicated.

## CITY OF PALMER PAY PLAN -- January 1, 2024

Implement: 01/08/2024

## Updated Pay Plan from Classification Study

Council Approved:

LEVEL	Level Classification by Job Title		Steps														
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1		Hourly	14.75	15.31	15.89	16.50	17.12	17.77	18.45	19.15	19.88	20.49	21.13	21.78	22.46	23.16	23.87
		Bi-weekly	1180.00	1224.80	1271.20	1320.00	1369.60	1421.60	1476.00	1532.00	1590.40	1639.20	1690.40	1742.40	1796.80	1852.80	1909.60
		Annual	30,680	31,845	33,051	34,320	35,610	36,962	38,376	39,832	41,350	42,619	43,950	45,302	46,717	48,173	49,650
2	Seasonal Arena Attendant Janitor/ Light Maintenance Seasonal Groundskeepers	Hourly	16.08	16.69	17.32	17.98	18.66	19.37	20.11	20.87	21.67	22.34	23.03	23.75	24.48	25.24	26.02
		Bi-weekly	1286.40	1335.20	1385.60	1438.40	1492.80	1549.60	1608.80	1669.60	1733.60	1787.20	1842.40	1900.00	1958.40	2019.20	2081.60
		Annual	33,446	34,715	36,026	37,398	38,813	40,290	41,829	43,410	45,074	46,467	47,902	49,400	50,918	52,499	54,122
3	Seasonal Arena Specialist	Hourly	17.52	18.19	18.88	19.60	20.34	21.12	21.92	22.75	23.62	24.34	25.10	25.88	26.68	27.51	28.36
		Bi-weekly	1401.60	1455.20	1510.40	1568.00	1627.20	1689.60	1753.60	1820.00	1889.60	1947.20	2008.00	2070.40	2134.40	2200.80	2268.80
		Annual	36,442	37,835	39,270	40,768	42,307	43,930	45,594	47,320	49,130	50,627	52,208	53,830	55,494	57,221	58,989
4	Admin Assistant: Library, City Manager Public Safety, Public Works Cashier/Receptionist, Accounting Tech I Community Development Specialist Library Technicians, Library Specialist Groundskeeper Foreman Support Services Specialist	Hourly	19.10	19.83	20.58	21.36	22.17	23.02	23.89	24.80	25.74	26.54	27.36	28.21	29.09	29.99	30.92
		Bi-weekly	1528.00	1586.40	1646.40	1708.80	1773.60	1841.60	1911.20	1984.00	2059.19	2123.20	2188.80	2256.80	2327.20	2399.20	2473.60
		Annual	39,728	41,246	42,806	44,429	46,114	47,882	49,691	51,584	53,539	55,203	56,909	58,677	60,507	62,379	64,314
5	Accounting Tech II Dispatcher I Arena & Facility Operations Assistance Solid Waste Collector	Hourly	20.82	21.61	22.43	23.29	24.17	25.09	26.04	27.03	28.06	28.93	29.83	30.75	31.70	32.69	33.70
		Bi-weekly	1665.60	1728.80	1794.40	1863.20	1933.60	2007.20	2083.20	2162.40	2244.80	2314.40	2386.40	2460.00	2536.00	2615.20	2696.00
		Annual	43,306	44,949	46,654	48,443	50,274	52,187	54,163	56,222	58,365	60,174	62,046	63,960	65,936	67,995	70,096
6	Library Assistant, Dispatcher II Utility Meter Reader & Laborer Deputy City Clerk	Hourly	22.69	23.56	24.45	25.38	26.35	27.35	28.39	29.46	30.58	31.53	32.51	33.52	34.56	35.63	36.73
		Bi-weekly	1815.20	1884.80	1956.00	2030.40	2108.00	2188.00	2271.20	2356.80	2446.40	2522.40	2600.80	2681.60	2764.80	2850.40	2938.40
		Annual	47,195	49,005	50,856	52,790	54,808	56,888	59,051	61,277	63,606	65,582	67,621	69,722	71,885	74,110	76,398
7	Evidence & Records Custodian Equipment Operator, Parks & Facility Mgr Library Services Coordinator Fire Prevention Officer, Mechanic I W/WW Operator I, Maintenance Worker	Hourly	24.74	25.68	26.65	27.67	28.72	29.81	30.94	32.12	33.34	34.37	35.44	36.53	37.67	38.83	40.04
		Bi-weekly	1979.20	2054.40	2132.00	2213.60	2297.60	2384.80	2475.20	2569.60	2667.20	2749.60	2835.20	2922.40	3013.60	3106.40	3203.20
		Annual	51,459	53,414	55,432	57,554	59,738	62,005	64,355	66,810	69,347	71,490	73,715	75,982	78,354	80,766	83,283
8	Building Inspector, Library Director Mechanic, Disptach Supervisor Fire Training Coordinator, Firefighter Police Officer I, W/WW Operator II	Hourly	26.96	27.99	29.05	30.16	31.30	32.49	33.73	35.01	36.34	37.46	38.63	39.82	41.06	42.33	43.64
		Bi-weekly	2156.80	2239.20	2324.00	2412.80	2504.00	2599.20	2698.40	2800.80	2907.20	2996.80	3090.40	3185.60	3284.80	3386.40	3491.20
		Annual	56,077	58,219	60,424	62,733	65,104	67,579	70,158	72,821	75,587	77,917	80,350	82,826	85,405	88,046	90,771
9	Airport Superintendent, Controller Utillies Foreman	Hourly	29.39	30.51	31.67	32.87	34.12	35.42	36.76	38.16	39.61	40.84	42.10	43.41	44.75	46.14	47.57
		Bi-weekly	2351.20	2440.80	2533.60	2629.60	2729.60	2833.60	2940.80	3052.80	3168.80	3267.20	3368.00	3472.80	3580.00	3691.20	3805.60
		Annual	61,131	63,461	65,874	68,370	70,970	73,674	76,461	79,373	82,389	84,947	87,568	90,293	93,080	95,971	98,946
10	Maintenance Superintendent Police Officer II Fire Officer	Hourly	32.04	33.25	34.52	35.83	37.19	38.60	40.07	41.59	43.17	44.51	45.89	47.31	48.78	50.29	51.85
		Bi-weekly	2563.20	2660.00	2761.60	2866.40	2975.20	3088.00	3205.60	3327.20	3453.60	3560.80	3671.20	3784.80	3902.40	4023.20	4148.00
		Annual	66,643	69,160	71,802	74,526	77,355	80,288	83,346	86,507	89,794	92,581	95,451	98,405	101,462	104,603	107,848
11	Human Resourse Manager Police Detective Sergeant Police Sergeant	Hourly	34.92	36.25	37.62	39.05	40.54	42.08	43.68	45.34	47.06	48.52	50.02	51.57	53.17	54.82	56.52
		Bi-weekly	2793.60	2900.00	3009.60	3124.00	3243.20	3366.40	3494.40	3627.20	3764.80	3881.60	4001.60	4125.60	4253.60	4385.60	4521.60
		Annual	72,634	75,400	78,250	81,224	84,323	87,526	90,854	94,307	97,885	100,922	104,042	107,266	110,594	114,026	117,562
12	Commander	Hourly	38.06	39.51	41.01	42.57	44.18	45.86	47.61	49.42	51.29	52.88	54.52	56.21	57.96	59.75	61.60
		Bi-weekly	3044.80	3160.80	3280.80	3405.60	3534.40	3668.80	3808.80	3953.60	4103.20	4230.40	4361.60	4496.80	4636.80	4780.00	4928.00
		Annual	79,165	82,181	85,301	88,546	91,894	95,389	99,029	102,794	106,683	109,990	113,402	116,917	120,557	124,280	128,128
13	Directors: Community Development Finance, Public Works Fire Chief, Police Chief	Hourly	41.49	43.06	44.70	46.40	48.16	49.99	51.89	53.86	55.91	57.64	59.43	61.27	63.17	65.13	67.15
		Bi-weekly	3319.20	3444.80	3576.00	3712.00	3852.80	3999.20	4151.20	4308.80	4472.80	4611.20	4754.40	4901.60	5053.60	5210.40	5372.00
		Annual	86,299	89,565	92,976	96,512	100,173	103,979	107,931	112,029	116,293	119,891	123,614	127,442	131,394	135,470	139,672

Once an employee reaches step 15 for a full calendar year, employee will be eligible for a year end 2% lump sum merit if the employee receives an overall rating of "satisfactory" or higher on his or her performance evaluation and worked continously as a regular fulltime or part-time employee.





H. 3.

**Palmer City Council Meeting**

**Meeting Date:** 11/28/2023

**Submitted For:** Gina Davis, Financial Director

**Department:** Finance

**Agenda Category:** Unfinished Business

**Legislation Number:** Res 24-002

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**Subject**

2024 Fee Schedule

**Summary Statement/Background**

2024 Fee Schedule

**Administration's Recommendation:**

Adopt Resolution No. 24.002

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**Attachments**

Resolution No. 24-002 Fee Schedule

2024 Fee Schedule Proposed

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Introduced by: City Manager Moosey  
Date: October 10, 2023  
Public Hearing: October 10, 2023  
Action:  
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-002**

**A Resolution of the Palmer City Council Adopting the 2024 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024,**

WHEREAS, portions of the Palmer Municipal Code refer to fees "established in the current, adopted budget"; and

WHEREAS, the Fee Schedule establishes the fees for 2024 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fee schedule for a period of one (1) year, that being from January 1, 2024, through December 31, 2024.

**Approved** by the Palmer City Council this 28th day of November, 2023.

\_\_\_\_\_  
Steve Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, CMC, City Clerk



# **City of Palmer**

## **2024 Fee Schedule**

**(Adopted by Resolution No. 24-002)**

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<b>Airport Fees</b>	
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Transient (per day)	\$ 5
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Monthly Apron C (6-33, 39-45) 33'x44' Monthly	\$ 32
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Quarterly Apron C (6-33, 39-45) 33'x44' Quarterly	\$ 90
Aircraft Tie Down Space Apron A (1-27, T1-T9) 33'x44' Annual Apron C (6-33, 39-45) 33'x44' Annual	\$ 334
Aircraft Tie Down Space Apron B (1-39)	\$ 32
Aircraft Tie Down Space Apron B (1-39)	\$ 91
Aircraft Tie Down Space Apron B (1-39)	\$ 334
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'x61' Monthly	\$ 53
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'x61' Quarterly	\$ 154
Aircraft Tie Down Space Apron C (1-5, 34-38) 60'x61' Annual	\$ 586
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Transient (per day)	\$ 53
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Quarterly	\$ 292
Aircraft Tie Down Space Large Aircraft Apron(1-2,T10) 75'x75' Annual	\$ 1,118
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Transient (per day)	\$ 90
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Quarterly	\$ 530
Aircraft Tie Down Space Large Aircraft Apron(3-6,T11)100'x100' Annual	\$ 2,070
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Transient (per day)	\$ 106
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Quarterly	\$ 636
Aircraft Tie Down Space Large Aircraft Apron (7, T12)100'x120' Annual	\$ 2,494
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient (per day)	\$ 27
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Monthly	\$ 117
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Quarterly	\$ 336
Rotary Aircraft Tie Down Space Helipad (1-3) 60' Circle Transient Annual	\$ 1,294
Aircraft Impoundment Fee	\$ 400
Storage fee for impounded aircraft (per month)	\$ 200
Airport Lease Application Fee	\$ 500
Fuel Flowage Fee (per gallon delivered)	\$ .05
*All Tie Down Spaces add 3% sales tax (sales tax included in transient rate) Transient rate is for stay greater than 4 hours per day on airport grounds. Rates are not pro-rated.	

<b>Animal Control Fees</b>	
Animal license – dog/cat (three-year license – expires three years from date of issue)	\$ 10
Lost tag – animal license (expires three years from original issue date)	\$ 2.50
Animal impound (per animal)	\$ 30
Dangerous/vicious animal registration (one-time fee)	\$ 25

<b>Appeals</b>	
Appeal to hearing officer regarding a decision of the Planning and Zoning Commission:	
Nonrefundable application filing fee	\$ 3,000
Deposit for preparation of the appeal record	\$ 500

<b>Application Filing Fees (Filing fees are nonrefundable)</b>	
Mobile home park	\$ 500
Large Retail Establishment	\$ 500
Conditional Use Permit	\$ 500
Variance Request	\$ 500
Planned Unit Development (PUD)	\$ 500
Zone Change/Palmer Municipal Code Text Amendment	\$ 500
Accessory Dwelling Unit	\$ 100
Short Term Rental and Annual Renewal	\$ 75

<b>Building Permit Fees Based on Total Valuation</b>		
<b>Total Valuation:</b>	<b>Fee:</b>	<b>Additional Fee</b>
\$1 to \$500	\$ 26	
\$501 to \$2000	\$ 26	for the first \$500 plus \$3.40 for each additional \$100, or fraction thereof, to and including \$2000
\$2001 to \$25,000	\$ 77	for the first \$2000 plus \$15.59 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$ 435.50	for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$ 716.75	for the first \$50,000 plus \$7.80 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$ 1,106.75	For the first \$100,000 plus \$6.24 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$ 3,602.75	For the first \$500,000 plus \$5.28 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$ 6,242.75	for the first \$1,000,000 plus \$4.06 for each additional \$1,000, or fraction thereof

<b>Building Inspector Inspection Services and Fees</b>	
Plan Review Fee (4-plex or more residential units and all other non-residential projects) 65% of building permit fee	65%
Inspections outside normal business hours (per hour)*	\$ 125
Re-inspection fees assessed under provisions of Section 305.8 of the 97 UAC (per hour)*	\$ 100
Inspection for which no fee is specifically indicated (per hour)*	\$ 100
For use of outside consultants for plan check and inspections, – actual costs**	\$

\* Or the total hourly cost to the jurisdiction, whichever is the greatest. There is a two hour minimum and this cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

<b>Business Licenses</b>	
Business License:	
Annual license	\$ 25
Biennial license	\$ 50
State Fair License (duration of Fair – not transferable to annual license)	\$ 25
Special Event License (duration of the special event up to three days (not transferable to annual license)	\$ 10
Door to Door Solicitors License (non-refundable annual fee)	\$ 50
Business License – failure to apply before business opens:	\$ 25
Business License – late filing fee:	
Through February 1	\$ 25
Additional fee on March 1 (not to exceed \$50)	\$ 25
State Fair vendors failure to apply for a business license by the first day of the Fair.	\$ 25
State Fair vendors additional fee on September 7	\$ 25
Special Event License	\$ 10
Business License – failure to display business license:	\$ 25
Door to Door Solicitors License Reprint – full application process	\$ 50
Copy of Business License list	\$ 25

<b>Community Center (Railroad Depot) Rental</b>		
<b>Rental Period ----- 8 am to Midnight</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Daily: Monday through Thursday	\$270 per day	\$ 150
Daily weekend: Friday through Sunday	\$325 per day	\$ 150
<b>Recurring Use * (for Category 1, 2 &amp; 3 Only**)</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
<u>Minimum rental of 15 calendar days per year:</u>		
Monday through Thursday	\$205 per day	\$ 150
Friday through Sunday	\$235 per day	\$ 150

\* If use drops below number required for rate assessed due to cancellations, rental fee will be assessed from applicable rental period stated above.

\*\*Recurring Use does not apply to Category 4 & Category 5 as defined in the City of Palmer Community Center (Depot) Rental Policy

<b>***CANCELLATION POLICY***</b>	
<b>If 45 or more days notice</b>	Full Refund rental rate and deposit
<b>If less than 45 days notice</b>	City keeps deposit and one day rental
<b>If rental 3 consecutive days or more</b>	Cancel <b>60 days</b> in advance – Full refund
<b>If rental 3 consecutive days or more</b>	Cancel <b>less than 60 days</b> in advance – City keeps deposit and one day rental

<b>Community Center (Railroad Depot) Rental Miscellaneous Fees</b>	
Security Deposit	\$ 150
Re-hanging of ceiling noise baffles (per hour basis)	\$ 55
Lost key fee	\$ 150
Cleaning (if more than two hours is required – per hour basis)	\$ 75

Note: there is a two-hour minimum overtime fee for any City employee called out after work hours for any problems.

<b>Election Fees</b>	
Recount ballot application (per precinct)	\$ 200



### Equipment Rental

Equipment rental and dry equipment rates when City must repair damages to City property. Labor costs are in addition to these rates.

Compactor	\$ 35
Compressor	\$ 60
Generator	\$ 80
Push Mower	\$ 25
Backhoe & Attachment	\$ 125
Bucket Truck	\$ 125
Cement Mixer	\$ 45
Chainsaw	\$ 30
Cut Off Saw	\$ 25
Drain Cleaner	\$ 50
Dredge	\$ 300
Dump/Flat Bed	\$ 65
Dump Trucks (8 yard)	\$ 165
Garbage Truck	\$ 200
Graders	\$ 250
Hot Patcher	\$ 75
Jumping Jack	\$ 35
Front End Loader	\$ 125
Riding Mower	\$ 55
Paver	\$ 65
Pickup Truck	\$ 95
Plow/Sand Truck (large)	\$ 165
Pressure Washer	\$ 25
Road Striper Power Liner	\$ 45
Rototiller	\$ 35
Snow Blower	\$ 325
Spreader	\$ 25
Steam Truck	\$ 125
Street Sweeper	\$ 130
Trac Star Fusion Machine (per hour, 4 hour min) monthly price = \$19,000, monthly fee can be pro-rated	\$ 200
Trailer	\$ 55
Trash Pump	\$ 50
Vactor	\$ 125
Water/Sewer/Maintenance Utility Trucks	\$ 95
Weed Blower	\$ 25
Weed Whacker	\$ 25

<b>False Alarms</b>	
<b>False Burglar Alarm Fees (Within a 12 month period):</b>	
First false alarm	\$ 0
Second false alarm	\$ 0
Third false alarm	\$ 75
Fourth false alarm	\$ 100
Fifth false alarm	\$ 125
Sixth false alarm	\$ 150
Seventh false alarm	\$ 175
Eighth false alarm	\$ 200
Ninth false alarm	\$ 225
Tenth false alarm	\$ 250
Each false alarm in excess of ten	\$ 300
<b>False Fire Alarm Fees (Within a 12 month period):</b>	
First false alarm	\$ 0
Second false alarm	\$ 300
Third false alarm	\$ 350
Fourth false alarm	\$ 400
Each false alarm in excess of four	\$ 400

<b>Fire Equipment Items</b>	
Fire/Rescue Apparatus, each (Includes STD Tools on Vehicle) ** (per day)	\$ 500
Portable Fire Pumps ** (per hour)	\$ 50
Portable Tank (per day)	\$ 50
Fire Hose, each section (all sizes) (per day)	\$ 20
Self-contained Breathing Apparatus (SCBA) ** (per day)	\$ 100
SCBA Spare Cylinder (includes refilling) (per day)	\$ 25
Additional fees will be charged for replacement of consumable items used (i.e. fuel for fires, wood supplies, etc.)	

\*\* Additional fees will be charged for an Operator/Supply Officer of these items at the rate of \$18 per hour.

<b>Fire Training Center Rental Fees</b>	
Classroom, each (per day, includes A/V and restrooms)	\$ 150
Copy machine (per copy)	\$ .25
CPR Mannequins, each (per day)	\$ 20
First-aid Training Kit (per day)	\$ 10
Airway Training Kit (per day)	\$ 20
Firefighting Small Classroom Props (per day)	\$ 10
Fire Behavior Carmody Kit (per day)	\$ 20
Hydrant Cutaway Large Prop (per day)	\$ 20
Pump Cutaway Large Prop (per day)	\$ 20
Training ground (per day, includes hydrant usage and field)	\$ 100

<b>Fire Training Ground Items</b>	
Smoke house (per hour)	\$ 50
Smoke Generator Machine ** (per day)	\$ 50
Tower Building and Burn Room (per hour)	\$ 50
Vehicle Extrication Training Grounds (per day – approximately)	\$ 100
Roof Simulator ** (per hour)	\$ 30
Hazmat Props (per hour)	\$ 20
Live Fire Class A Exterior Props ** (per hour)	\$ 20
Live Fire Class B Exterior Props ** (per hour)	\$ 50
Portable Fire Extinguishers 2.5 LB (per day)	\$ 10
Portable Fire Extinguishers 20 LB (per day)	\$ 10
Portable Fire Extinguishers 10 LB (per day)	\$ 15

<b>Miscellaneous</b>	
Notary fee (per act)	\$ 10
NFS Check Fee	\$ 30
Administrative fees on credit card charges of \$5,000 or higher (in person or phone transactions only)	3%

<b>MTA Events Center</b>	
Events Center Rental (ice covered) per day	\$ 2,500
Events Center Rental (dry floor) per hour, minimum 3 hours – up to 8 hours	\$ 100
Events Center Rental (dry floor) per day	\$ 1,000
Prime Ice Hour	\$ 250
Non-Prime Ice Hour	\$ 205
Paid Gate (Ice) Event Per Hour	\$ 275
Curling per hour	\$ 215
Curling Stone Rental Monthly	\$ 100
Public Skate Youth (4 & under) Helmet Mandatory	\$ Free
Public Skate	\$ 5
Public Skate Senior Ages 60+	\$ 4
Public Skate Family Pass (up to 4 people, each additional is \$4)	\$ 15
Public Skate Senior 10 punch card (60+)	\$ 35
Public Skate 10 punch card	\$ 45
Freestyle all ages	\$ 5
Freestyle 5 punch card	\$ 25
Skate Rental	\$ 3
Skate Rental 10 punch card	\$ 25
Skate Sharpen	\$ 7
Skate Sharpen 10 punch card	\$ 60
Shinny Hockey (by age group, full gear required)	\$ 7
Shinny Hockey 10 punch card (by age group, full gear required)	\$ 60
Stick Time (Helmets & gloves required)	\$ 5
Stick Time 10 punch card (Helmets & gloves required)	\$ 45
Broomball (Helmets & gloves required)	\$ 5
Birthday Party (up to 15 skaters, \$5 per additional skater)	\$ 100
Gym (daily)	\$ 5
Gym (monthly)	\$ 25

<b>MTA Events Center Advertising Rates</b>	
Dasher Boards 30" X 96" – 1 Year Contract	\$ 1,200
Dasher Boards 30" X 96" – 3 Year Contract	\$ 3,000
Hanging Banners 4' X 8" – 1 Year Contract	\$ 1,300
Hanging Banners 4' X 8" – 3 Year Contract	\$ 3,000

<b>Neighborhood Park Development Fee Schedule</b>	
Dwelling Type:	
Single Family (per dwelling unit)	\$ 200
Multi-family (per dwelling unit)	\$ 150
Mobile home (per dwelling unit)	\$ 150

<b>Palmer Public Library Fees</b>	
Overdue items (per day, maximum \$5 per item)	\$ .25
Library community room rental (per hour with two hour minimum)	\$ 25
Library community room rental (nonprofit – annually, entitles renter one use per month)	\$ 100
Copying fee (per page) Black & White	\$ .25
Copying fee (per page) Color	\$ .50
Replacement library cards	\$ 3
Temporary card (4 months)	\$ 10
<b>Damaged Books</b>	
TBD = To Be Determined	
Chewed edge corner (per corner)	\$ 2
Defaced pages (per page or replacement cost)	\$ 2
Torn pages in book that cannot be repaired (replacement cost plus administrative fee)	\$ TBD
Torn pages in book that can be repaired (per page)	\$ 2
Repeated dog eared pages (per book)	\$ 2
Chewed spine (top or bottom)	\$ 2
Rebinding (replacement cost of item plus administrative fee)	\$ TBD
Water/fluid damage (replacement cost plus administrative fee)	\$ TBD
Mildew (replacement cost plus administrative fee)	\$ TBD
Missing barcodes and spine labels on any library item (per item)	\$ 1
Missing or damaged any library item jacket	\$ 4
Lost or Damaged book Bag (replacement cost)	\$ TBD
Items returned to wrong book drop	\$ 1
Administrative reprocessing fee for lost or damaged books, DVD, audios, E-Readers	\$ 5
<b>Damaged Videos/DVDs/CDs:</b>	
Damaged video, DVD, or CD (actual cost of repair plus administrative fee)	\$ TBD
Taping over a library video (replacement cost plus administrative fee)	\$ TBD
Broken or lost case	\$ 5
<b>Equipment:</b>	
E-Readers, Tables, Laptops, Playaways, Audioplayers (replacement cost plus administrative fee)	\$ TBD
Kits Damaged or missing parts (Replacement cost plus administrative fee)	\$ TBD
Equipment loaned out (per day) plus \$100 refundable deposit	\$ 5
Damages to equipment (actual repair cost plus administrative fee)	\$ TBD

Permits	
Itinerant Vendor permit	\$ 50
Fence permits	\$ 26
Shed Permit (up to 320 square feet)	\$ 26
Non-electrical sign permit (base fee plus \$1.50 per sq. ft of sign area)	\$ 25
Electrical sign permit (base fee plus \$3 per sq. ft of sign area)	\$ 50
Loud equipment permit (valid for eight hours)	\$ 25
Noise permit	\$ 25
Water/Sewer Permits:	
Connection fee – water (new construction)	\$ 400
Connection fee – sewer (new construction)	\$ 400
Disconnect/abandonment fee – water (back to main)	\$ 500
Disconnect/abandonment fee – sewer (back to main)	\$ 500
Encroachment Permit (before construction)	\$ 150
Encroachment Permit (after construction)	\$ 250

Public Information Requests	
Copies (per page)	\$ .25
Copies of drawings, plans, books, etc. – actual cost	\$
Audio recording (per meeting)	\$ 15
Fire Report Copy	\$ 20
Charge for staff time above five hours for research/copying costs – actual personnel cost	\$
Collision Report (Per report, exceeds 10 pages, additional fee of \$0.35 per page)	\$ 10
Officer Report (Per report, exceeds 10 pages, additional fee of \$0.35 per page)	\$ 10
Dispatch Log (Per log, exceeds 10 pages, additional fee of \$0.35 per page)	\$ 5
CD/DVD (Per CD/DVD)	\$ 20
Public Safety Audio Recording - \$20.00 per individual incident plus \$0.54 a minute for review and \$5.40 a minute for redaction	
Public Safety Video Recording - \$50.00 per individual incident plus \$0.54 a minute for review and \$5.40 a minute for redaction	

Sales Tax	
Sales Tax Rate (\$1,000 cap per item/service)	3%
Sales Tax – late filing fee	\$ 25
Sales Tax – delinquency tax interest rate – per year	15%
Sales Tax – late payment penalty	
a penalty of 5% of the tax for each month late or fraction thereof after the due date, until total penalty of 20% has been accrued.	\$
Sales Tax – collection upon sale – failure to collect	\$ 150
Sales Tax – lien for tax, interest, and administration costs for penalties violation	\$ 150
Sales Tax – PMC 3.16.260 – violation	\$ 150
Online Sales Tax Credit Card Convenience Fee	3%

Contractor Certification of Exemption (for sales tax/per calendar year)	\$ 250
Owner/Builder Exemption (for sales tax/per calendar year)	\$ 30

Special Assessments	
Special Assessment District billing fee	\$ 3
Special Assessment Interest Rate	3%
Special Assessment Penalty Rate	3%

Utilities	
Deposit – water and sewer (new active customers)	\$ 100
Utility late fees (percentage of balance owed)	10%
Service call fee	\$ 50
Connection/Disconnect fee	\$ 25
Door tag fee for non-payment of prior months' utility bill	\$ 20
Transfer Tenant Utilities to Landlord for non-payment	\$ 15
Miscellaneous Repair Work hourly labor rate, contact the Department of Public Works for material costs	\$ 50
After Hours/Holiday/Weekend Inspection Fee (hourly)	\$ 125
Online Utility Payments Convenience Fee (transaction limit - \$5,000)	\$ 2.25
Monthly Water Rates:	
0 to 5,000 gallons (plus meter charge plus sales tax)	\$ 21.60 20.95
Over 5,000 gallons (plus meter charge and \$0.432 \$0.419 per 100 gallons plus sales tax)	\$ 21.60 20.95
Monthly Wastewater Rates:	
0 to 5,000 gallons (plus sales tax)	\$ 47.10 45.75
Over 5,000 gallons (plus \$0.942 \$0.915 per 100 gallons plus sales tax)	\$ 47.10 45.75
Dump Station Fee (per month)	\$ 180
Monthly Meter Charges:	
5/8" meter (plus sales tax)	\$ 16.65 16.15
3/4" meter (plus sales tax)	\$ 24.00 23.30
1" meter (plus sales tax)	\$ 42.45 41.20
1 1/2" meter (plus sales tax)	\$ 95.90 93.10
2" meter (plus sales tax)	\$169.90 \$ 164.95
3" meter (plus sales tax)	\$381.40 \$ 370.30
4" meter (plus sales tax)	\$679.60 \$ 659.80
6" meter (plus sales tax)	\$1,529.15 \$ 1,484.60
8" meter (plus sales tax)	\$2,718.30 \$ 2,639.15
Hydrant Meter Connection (3" Bulk) (per month plus \$.01 per gallon) (plus sales tax)	\$325.00 315.00
Monthly Unmetered Wastewater Service Rates:	
Unmetered wastewater service flat rate, 4 inch service line (plus sales tax)	\$ 54.10 52.50
Unmetered wastewater service flat rate, 6 inch service line (plus sales tax)	\$ 78.95 76.65
Service Fee for Utilities Outside City Limits:	
Monthly Service Fee for Outside City Limits	3%

## Summer Sewer Rates:

### Residential Rates:

Because summer month water consumption for residential customers increases due to lawn and garden irrigation without a related increase in the use of sewer service, residential customers shall be charged for water actually used for each month of the year, but their sewer service charges for each of the billing cycles to include the months of May, June, July and August shall be set to the flat rate fee equivalent to 0 - 5000 gallons of waste water usage plus sales tax as outlined in the current fee schedule.

### Commercial Rates:

Commercial users may install separate water meters to meter water used exclusively for irrigation purposes during the months of May, June, July and August, provided that the commercial customer pays for the purchase and installation of a separate water meter for that purpose, and such installation is approved by the utility. The customer shall pay fees for all water used, but the amount of water used for irrigation through an irrigation system water meter will be deducted from the commercial account's total metered water consumption for the purpose of calculating monthly charges for sewer service.

<b>Treatment Rates:</b>	
0 - 5000 gallons (plus sales tax)	\$ 56.80
Over 5001 gallons (plus \$1.10 per 100 gallons) (plus sales tax)	\$ 56.80
<b>Solid Waste Collection:</b>	
Weekly refuse collection service (per month plus sales tax) 96 gallon can	\$ 29
Weekly refuse collection service (per month plus sales tax) 64 gallon can	\$ 23
Each additional container/bag 30 lb or less (per item)	\$ 5
64 and 96 gallon Residential Container Replacement cost	\$ 100
Oversize/special Item Collection/Disposal Fee	\$ 30
Freon Removal Fee	\$ 25
On-Call Dumpster (Residential Only) Monthly Fee	\$ 50
On-Call Commercial Dumpster (other Dumpster Service Required) – Monthly Fee	\$ 50
Disconnected Utility Container Removal Fee	\$ 10
Container Loss Recovery Fee	\$ 35
Container Delivery/Removal fee	\$ 25
Unscheduled Service Fee (different collection vehicle required)	\$ 50
Three Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 31.50
Four Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 40
Eight Cubic Yard Container - Residential - each dump (plus sales tax)	\$ 78
Three Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 126
Three Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 252
Three Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 378
Four Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 160
Four Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 320
Four Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 480
Eight Cubic Yard Container – Commercial – Monthly fee (for one dump per week) (plus sales tax)	\$ 312
Eight Cubic Yard Container – Commercial – Monthly fee (for two dumps per week) (plus sales tax)	\$ 624
Eight Cubic Yard Container – Commercial – Monthly fee (for three dumps per week) (plus sales tax)	\$ 936
Locking Dumpster (three or four yard includes delivery and pickup)	\$ 175







**Palmer City Council Meeting**

H. 4.

**Meeting Date:** 11/28/2023  
**Submitted For:** Gina Davis, Financial Director  
**Department:** Finance  
**Agenda Category:** Unfinished Business  
**Legislation Number:** Res 24-003

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**Subject**

2024 Fine Schedule

**Summary Statement/Background**

2024 Fine Schedule

**Administration's Recommendation:**

Adopt Resolution No. 24-003

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**Attachments**

Res 24-003 2024 Fine Schedule  
2024 Fine Schedule

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Introduced by: City Manager Moosey  
Date: October 10, 2023  
Public Hearing: October 10, 2023  
Action:  
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-003**

**A Resolution of the Palmer City Council Adopting the 2024 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024**

WHEREAS, portions of the Palmer Municipal Code refer to fines "established in the current adopted budget"; and

WHEREAS, the Fine Schedule establishes the fines for 2024 and becomes a part of the current, adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached fine schedule for a period of one (1) year, that being from January 1, 2024, through December 31, 2024.

**Approved** by the Palmer City Council this 28th day of November, 2023.

\_\_\_\_\_  
Steve Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, CMC, City Clerk



# **City of Palmer**

## **2024 Fine Schedule**

**(Adopted by Resolution No. 24-003)**

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**As provided by the Palmer Municipal Code, the following fine schedule applies to all offenses in the Palmer Municipal Code unless a different penalty is specified. Citations for these offenses may be disposed of as provided in AS 12.25.195-230, without a court appearance, upon payment of the amounts listed plus the state surcharge required by AS 12.55.039 and AS 29.25.074. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the amount listed for that offense in this schedule.**

<b>Palmer Municipal Code (PMC) Title 1 General Provisions</b>
<b>Chapter 1.08 General Penalty</b>
<b>Section 1.08.011 General Fine Penalties</b>
<p>If no other penalty is specifically or by adoption prescribed by a particular ordinance or in this document, the general penalty for violation of the ordinance is:</p> <ul style="list-style-type: none"> <li>• \$75 for the first offense.</li> <li>• \$150 for the second offense of the same ordinance within 365 days of the first offense.</li> <li>• \$300 for the third offense of the same ordinance within 365 days of the second offense.</li> </ul> <p>In accordance with AS 12.25.195 through 12.25.230, for a violation that cannot result in incarceration or the loss of a valuable license, a person may dispose of the citation without a court appearance by submitting to the clerk of court all of the following:</p> <ol style="list-style-type: none"> <li>1. Payment of the fine amount and the applicable surcharge listed in AS 12.55.039 and AS 29.25.074; and</li> <li>2. A copy of the citation signed by the person indicating the person's waiver of court appearance, entry of plea of no contest, and forfeiture of the fine.</li> </ol> <p>When the fine is forfeited, a judgment of conviction shall be entered. The fine and applicable surcharge paid is complete satisfaction for the offense.</p>
<b>Section 1.08.013 Other Remedies</b>
<ol style="list-style-type: none"> <li>A. The city may institute a civil action against a person, including a minor as provided in AS 29.25.072, who violates an ordinance.</li> <li>B. A person who violates a provision of this code may be subject to injunctive relief, compensatory relief, and a civil penalty not to exceed \$1,000 for each violation.</li> <li>C. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy.</li> <li>D. On application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.</li> <li>E. Each day that a violation of a provision of this code continues constitutes a separate violation.</li> <li>F. This section does not bar other civil remedies.</li> </ol>
<b>Section 1.08.020 Penalty Surcharge</b>
<ol style="list-style-type: none"> <li>A. In addition to any fine or other penalty prescribed by law, a person who pleads guilty or nolo contendere to, forfeits bail for, or is convicted of: <ol style="list-style-type: none"> <li>1. A violation of this code comparable to a misdemeanor offense under AS 28.33.030, 28.33.031, 28.35.030, or 28.35.032 and adopted under AS 28.01.010 shall be assessed the maximum surcharge pursuant to AS 12.55.039 and 29.25.074;</li> <li>2. A misdemeanor or other violation of this code if a sentence of incarceration may be imposed for the misdemeanor or ordinance violation, other than a provision identified in subsection</li> </ol> </li> </ol>



(A)(1) of this section, shall be assessed the maximum surcharge allowable to Alaska Statutes 12.55.039 and 29.25.074; and

3. A misdemeanor or a violation of this code if a sentence of incarceration may not be imposed for the misdemeanor or ordinance violation shall be assessed the maximum surcharge allowable pursuant to Alaska Statutes 12.55.039 and 29.25.074 if the fine or bail forfeiture amount for the offense is \$30.00 or more.

B. The surcharge shall be deposited into the general fund of the state in accordance with AS 29.25.072.

### Palmer Municipal Code (PMC) Chapter 1.10 City Seal

Chapter 1.10 City Seal			
Section Title:	Section Citation:	Fine:	Fine Citation:
Use of Seal without Permission Prohibited	1.10.020	\$ 300	1.10.020 B

### Palmer Municipal Code (PMC) Title 5 Business Licenses

Chapter 5.04 Business Licenses; Chapter 5.13 Door-to-Door Solicitors			
Section Title:	Section Citation:	Fine:	Fine Citation:
License Failure-Unlawful Acts	5.04.110	Applicable to all of PMC Chapter 5.13:	5.04.110
License Fee and Failure to Apply	5.13.040		5.13.040
Carrying of License Required	5.13.100		5.13.100
Prohibitions	5.13.110		5.13.110
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	

### Palmer Municipal Code (PMC) Title 6 Animals

Chapter 6.08 Animal Regulations			
Section Title:	Section Citation:	Fine:	Fine Citation:
Cruelty to Animals	6.08.010	Applicable to all of PMC Chapter 6.08:	6.28.010
Animal Restrictions	6.08.020		6.28.010
Depositing Poison	6.08.030		6.28.010
Diseased Animals	6.08.040	First offense: \$ 75	6.28.010
Animal Noise	6.08.050	Second offense: \$ 150	6.28.010
Animal Odor	6.08.060	Third offense: \$ 300	6.28.010
Animals at Large	6.08.065		6.28.010
Animal Annoyance	6.08.067		6.28.010
Unattended Secure Animal	6.08.070		6.28.010
Disposal of Dead Animal	6.08.080		6.28.010
Confinement Requirements	6.08.090		6.28.010
Carrying Dogs Outside of Vehicle	6.08.100		6.28.010

<b>Chapter 6.12 Licensing</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Registration – Dogs and cats	6.12.005	Applicable to all of PMC Chapter 6.12:	6.28.010
Application	6.12.010		6.28.010
Immunization	6.12.012		6.28.010
License Transfer	6.12.018	First offense: \$ 25	6.28.010
Fees	6.12.020	Second offense: \$ 50	6.28.010
Tag and Collar	6.12.030	Third offense: \$ 75	6.28.010
<b>Chapter 6.14 Domestic Animal Bite and Attack Incidents</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Owner Compliance	6.14.060	First offense: \$ 100	6.28.010
		Second offense: \$ 200	
		Third offense: \$ 300	
<b>Chapter 6.24 Hindering officers prohibited</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Hindering Officer Prohibited	6.24.010	First offense: \$ 75	6.28.010
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 8 Health &amp; Safety</b>			
<b>Chapter 8.09 Prohibiting the Distribution of Single-Use Disposable Plastic Shopping Bags</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Single-Use Disposable Plastic Shopping Bags Prohibited	8.09.030	First Offense: Warning Second Offense: \$ 100 Third Offense: \$ 300	8.09.050
<b>Chapter 8.10 Prohibiting Smoking in Places of Employment and Public Places</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Smoking Prohibited	8.10.020	Applicable to all of PMC Chapter 8.10:	8.10.070
Reasonable Distance	8.10.030		8.10.070
Areas Where Smoking Not Prohibited	8.10.040		8.10.070
Sign Posting and Other Requirements	8.10.050	First offense: \$ 100 Plus required surcharges	8.10.070
No Retaliation nor Waiver of Rights	8.10.060	Second offense: \$ 150 Plus required surcharges, for a second violation with 24 month period	8.10.070
Violations and Penalties	8.10.070	Third offense: \$ 300 Plus required surcharges, for a third or additional violation within a 24 month period Civil penalties may not exceed \$300 per violation	8.10.070

Enforcement	8.10.080		8.10.070
Other Applicable Laws	8.10.090		8.10.070
<b>Chapter 8.11 Marijuana Use and Prohibitions</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Consuming in a public place	8.11.030	\$ 100	8.11.030
Marijuana oil, flammable extraction	8.11.050	\$ 100	8.11.050
<b>Chapter 8.12 Fluoridation</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Public Water System	8.12.010	\$ 300	1.08.011
<b>Chapter 8.16 Sewage Disposal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Waste Disposal Systems Required	8.16.010	\$ 300	1.08.011
<b>Chapter 8.20 Garbage Collection and Disposal</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Garbage Disposal System Use Required	8.20.010	Applicable to all of PMC Chapter 8.20:	8.20.130
Adequate Receptacles Required, Time Limit	8.20.050		8.20.130
Depositing Restrictions	8.20.060	First offense: \$ 150	8.20.130
Unauthorized Dumpster and Container Usage	8.20.070	Second offense: \$ 300 Third offense: \$ 600	8.20.130
Clean Premises Required	8.20.080		8.20.130
Unauthorized Dumping Prohibited	8.20.090		8.20.130
Occupant Duties – Containers	8.20.100		8.20.130
Vehicles	8.20.110		8.20.130
Refuse Accumulation Prohibited	8.20.120		8.20.130
<b>Chapter 8.36 Nuisances</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Designated – Prohibited	8.36.010	Applicable to all of PMC Chapter 8.36:	8.36.130
Specific Acts Designated	8.36.020		8.36.130
Acts Requiring Permit	8.36.025	First offense: \$ 250	8.36.130
Snow and Ice Removal	8.36.050	Second offense: \$ 450	8.36.130
Dumping Debris/Blocking Ditch	8.36.060		8.36.130
Pump Locations	8.36.080		8.36.130

<b>Chapter 8.37 Junk Vehicles</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Junk Vehicles Unlawful	8.37.020	First offense: \$ 75	8.37.090
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 8.38 Nuisance – Junk, Litter and Unsightly Premises</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Final Notice to Abate Violation	8.38.060	Actual Recovery Cost to the City	1.08.011 or 1.08.013
Remedies	8.38.075	Actual Recover Cost to the City	1.08.011 or 1.08.013
<b>Chapter 8.42 Fireworks</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Sales Prohibited	8.42.020	Applicable to all of PMC Chapter 8.42:	8.42.070
Authorized Uses	8.42.040		8.42.070
Permit Required	8.42.050		8.42.070
Permissible Uses	8.42.060	First offense: \$ 75	8.40.040
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 9 Public Peace, Morals &amp; Welfare</b>			
<b>Chapter 9.02 Tampering with Public Notices</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.02.010	First offense: \$ 75	9.02.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.04 Impersonating an Officer</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.04.010	First offense: \$ 100	9.04.020
		Second offense: \$ 200	
		Third offense: \$ 300	
<b>Chapter 9.06 Interference with Public Justice</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Interfering with Officer Prohibited	9.06.010	First offense: \$ 75	9.06.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.12 Assault and Battery</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>

Prohibited When – Definitions	9.12.010	First offense: \$ 75	9.12.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.20 Alcoholic Beverages			
Section Title:	Section Citation:	Fine:	Fine Citation:
Licensed Premises Closing Hours	9.20.010	Applicable to all of PMC Chapter 9.20:	9.20.050
Prohibited Acts Designated	9.20.020		9.20.050
Personal Liability	9.20.030		9.20.050
Election Day Sales Permitted	9.20.040	First offense: \$ 75	9.20.050
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.22 Gambling			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.24 Indecent Exposure			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.22.010	First offense: \$ 75	9.22.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.28 Obscenity			
Section Title:	Section Citation:	Fine:	Fine Citation:
Obscene Language Prohibited	9.28.010	Applicable to all of PMC Chapter 9.28:	9.28.050
Selling Obscene Materials Prohibited	9.28.020		9.28.050
Obscene Exhibitions Prohibited	9.28.030		9.28.050
Obscene Public Writing and Drawing Prohibited	9.28.040	First offense: \$ 75	9.28.050
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.30 Prostitution			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited – Procuring Prohibited	9.30.020	Applicable to all of PMC Chapter 9.30:	9.30.090
House of Ill Fame	9.30.030		9.30.090
Aiding in Prostitution Prohibited	9.30.040		9.30.090
Receiving Money from Prostitute Prohibited	9.30.50	First offense: \$ 75	9.30.090
		Second offense: \$ 150	
Remaining in House of Prostitution Prohibited	9.30.060	Third offense: \$ 300	9.30.090
Loitering for Prostitution Purposes Prohibited	9.30.070		9.30.090
Reputation Testimony Permitted	9.30.080		9.30.090

Chapter 9.38 Disturbing Public Assemblies			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited Acts Designated	9.38.010	First offense: \$ 75	9.38.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.39 Excessive Police Responses			
Section Title:	Section Citation:	Fine:	Fine Citation:
Excessive Police Responses	9.39.010	First offense: \$ 75	9.39.040
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.40 Trespass – Posting of Property			
Section Title:	Section Citation:	Fine:	Fine Citation:
Trespass – Posting of Property	9.40.010	First offense: \$ 75	9.40.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.48 Petit Larceny			
Section Title:	Section Citation:	Fine:	Fine Citation:
Prohibited When	9.48.010	First offense: \$ 75	9.48.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.50 Injury to Property			
Section Title:	Section Citation:	Fine:	Fine Citation:
Defacing Property– Injuring Animals	9.50.010	Applicable to all of PMC Chapter 9.50:	9.50.040
Injuring Plants or Fences	9.50.020		9.50.040
Injuring Monuments and Markers	9.50.030		9.50.40
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 9.56 Interference with Utilities			
Section Title:	Section Citation:	Fine:	Fine Citation:
Pollution of Drinking Water	9.56.010	Applicable to all of PMC Chapter 9.56:	9.56.030
Damage to Water or Utility System	9.56.020		9.56.030
		First offense:	\$800
		Second offense:	\$900
		Third offense:	\$1,000
Unauthorized Use of Fire Hydrant	9.56.020	All Offenses:	\$1,000



<b>Chapter 9.58 Sale of Poison</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Selling Poison Without Label	9.58.10	First offense: \$ 75	9.58.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.60 Sale of Unwholesome Food</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When	9.60.010	First offense: \$ 75	9.60.020
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.67 Curfew Hour for Minors</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Curfew Violations	9.67.020	Applicable to all of PMC Chapter 9.56:	9.67.050
Exceptions	9.67.030		9.67.050
		First offense: \$ 75	
		Second offense: \$ 150	
		Third offense: \$ 300	
<b>Chapter 9.74 Discharge of Firearms</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Prohibited When – Exceptions	9.74.010	First offense: \$ 75	9.74.020
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 10 Vehicles &amp; Traffic *</b>			
<b>Chapter 10.04 Traffic Code</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Parking Prohibitions During Snow Accumulation and/or Drifting Snow Conditions	10.04.050	Applicable to all of PMC Chapter 10.04	10.04.050
Towing	10.04.055		10.04.055
No-Parking Areas – Identification	10.04.060 (B)	First offense: \$ 150	10.04.060
Parking Prohibited for Longer than 24 Hours	10.04.080	Second offense: \$ 300	10.04.080
		Third offense: \$ 500	
Prohibiting Parking that Obstructs Traffic	10.04.090		10.04.090

Prohibiting Parking in Construction Zones	10.04.100		10.04.100
<b>Chapter 10.08 Regulation of Off-Highway Vehicles</b>			
<b>Section Title:</b>	<b>Section Citation:</b>	<b>Fine:</b>	<b>Fine Citation:</b>
Operation Requirements	10.08.020	Applicable to all of PMC Chapter 10.08:	10.08.100
Equipment	10.08.030		10.08.100
Speed and Time Restrictions	10.08.040		10.08.100
Driver's License Required	10.08.050	First offense: \$ 75	10.08.100
Towing	10.08.060	Second offense: \$ 150	10.08.100
Parent, Guardian or Other Person Responsible	10.08.070	Third offense: \$ 300	10.08.100

\*

1. The fine amounts are doubled for motor vehicle or traffic offenses committed in a highway work zone or traffic safety corridor, as those terms are defined in AS 28.90.990 and 13 AAC 40.010 (b).
2. An offense may not be disposed of, without court appearance, if the offense is in connection with a motor vehicle accident that results in the death of a person.

Palmer Municipal Code (PMC) Title 12 Streets, Sidewalks & Public Places			
Chapter 12.16 Skateboards, Rollerblades and Similar Devices			
Section Title:	Section Citation:	Fine:	Fine Citation:
Skateboards, Prohibition and Regulation	12.16.010	First offense: \$ 75	12.16.020
		Second offense: \$ 150	
		Third offense: \$ 300	
Chapter 12.24 Park and Recreational Facility Regulations			
Section Title:	Section Citation:	Fine:	Fine Citation:
General Rules	12.24.025	First offense: \$ 75	12.24.050
		Second offense: \$ 150	
		Third offense: \$ 300	

<b>Palmer Municipal Code (PMC) Title 14 Signs</b>			
<b>Chapter 14.08 Sign Regulations</b>			
<b>Section 14.08.0240 Remedies and Civil Penalties</b> (applicable to entire chapter):			
The city or an aggrieved person may institute a civil action against a person who violates a provision of this title or a term, condition or limitation imposed pursuant to this title. In addition to other relief, a civil penalty not to exceed \$300.00 may be imposed for each violation. Each day that a violation or an unlawful act or condition continues constitutes a separate violation. An action to enjoin a violation may be brought notwithstanding the availability of any other remedy. Upon application for injunctive relief and a finding of a violation or threatened violation, the superior court shall grant the injunction.			

<b>Palmer Municipal Code (PMC) Title 15 Buildings and Construction</b>			
<b>Chapters 15.00 through 15.70</b>			
		First offense: \$ 75	15.60.020

All chapters within Title 15 are subject to the following fines:		Second offense:     \$     150	10.08.100
		Third offense:     \$     300	10.08.100



H. 5.

**Palmer City Council Meeting**

**Meeting Date:** 11/28/2023

**Submitted For:** Gina Davis, Financial Director

**Department:** Finance

**Agenda Category:** Unfinished Business

**Legislation Number:** Res 24-004

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**Subject**

Five Year CIP

**Summary Statement/Background**

Five Year CIP

**Administration's Recommendation:**

Adopt Resolution No. 24-004

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**Attachments**

Res 24-004 2024 5 Year CIP

18\_Five\_Year\_2024\_CIP\_Proposed

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Introduced by: City Manager Moosey  
Date: October 10, 2023  
Public Hearing: October 10, 2023  
Action:  
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-004**

**A Resolution of the Palmer City Council Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024**

WHEREAS, Palmer Municipal Code 3.28 defines a "Five-year capital improvement program as an annual update and long-range need projection of the city included as part pf the annual budget".

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby, through the budget process, adopts the attached five-year capital improvement program for a period of one (1) year, being from January 1, 2024, through December 31, 2024.

**Approved** by the Palmer City Council this 28th day of November, 2023.

\_\_\_\_\_  
Steve Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, CMC, City Clerk

Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2023 total	2023 Remaining	2024 Addition	2024 Total	2025 Addition	2026 Addition	2027 Addition	2028 Addition
			Prior									
N	MTA Equipment Arena	COP	Annually		\$ 211,494	\$ 25,613	\$ 90,000	\$ 115,613	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000
N	Water Reservoir Repair	COP-W/S	2017	\$ 183,265	\$ 44,034	\$ 44,034	\$ -	\$ 44,034				
N	ADA Sidewalk Match	COP/Grant	2017	\$ 250,000	\$ 70,029	\$ 70,029	\$ -	\$ 70,029				
N	Paving Upgrades/ Street Maintenance	COP	As needed	\$ 500,000	\$ 623,778	\$ 609,233	\$ -	\$ 609,233				
N	Public Video	COP	2018	\$ 75,000	\$ 30,423	\$ 30,423	\$ -	\$ 30,423				
N	W/S Lift station and well pumps	COP-W/S	Annually	\$ 155,000	\$ 155,000	\$ 140,000	\$ 90,000	\$ 230,000	\$ 80,000	\$ 70,000	\$ 70,000	
N	Water/Sewer Truck	COP-W/S	2023	\$ 55,000	\$ 10,655	\$ 10,655	\$ -	\$ 10,655		\$ 75,000		\$ 75,000
N	Police Vehicle Annual Replacement	COP	Annually	\$ 65,000	\$ 214,249	\$ -	\$ 231,000	\$ 231,000	\$ 231,000	\$ 231,000	\$ 255,000	\$ 255,000
N	Park Improvements	COP	As needed		\$ 99,104	\$ 99,104	\$ -	\$ 99,104				
N	Public Building Maintenance	COP	As needed	\$ 500,000	\$ 88,965	\$ 49,960	\$ -	\$ 49,960				
N	Airport Safety - Avigation Easement Phase I	COP	2019	\$ 450,000	\$ 16,600	\$ 2,260	\$ -	\$ 2,260				
N	Golf Course-Golf Carts	COP	Annually	\$ 140,000	\$ 140,000	\$ 140,000	\$ -	\$ 140,000	\$ -	\$ 100,000	\$ -	\$ 75,000
N	Golf Course Infrastructure	COP	Annually	\$ 20,000	\$ 15,000	\$ -	\$ 50,000	\$ 50,000	\$ 40,000	\$ -	\$ 135,000	\$ -
N	Depot updates-piping	COP	2019	\$ 15,000	\$ 3,262	\$ 3,262	\$ -	\$ 3,262	Prior Year Funded (Carry over) \$11,131,774 2024 Recommended additional funding \$1,681,475			
N	Traffic Safety Planning	COP	2020	\$ 135,000	\$ 105,891	\$ 105,891	\$ -	\$ 105,891				
N	Airport Safety - Avigation Easement Phase II	FAA/COP		\$ 395,482	\$ 310,996	\$ 265,105	\$ -	\$ 265,105				
N	Taxiway November Design Project	FAA/COP	2021	\$ 446,093	\$ 296,320	\$ 32,326	\$ -	\$ 32,326				
N	Fire Support Vehicle	COP	2023	\$ 80,000	\$ 80,000	\$ 43,173	\$ -	\$ 43,173				
N	Fire Command Vehicle & Equipment	COP	2023	\$ 80,000	\$ 80,000	\$ 43,173	\$ -	\$ 43,173				
N	PW Vehicles	COP	2023	\$ 74,000	\$ 74,000	\$ 74,000	\$ -	\$ 74,000			\$ 85,000	
N	Library Sidewalk	COP	2023	\$ 190,000	\$ 190,000	\$ 190,000	\$ -	\$ 190,000				
N	Annual Road Paving	COP	2022	\$ 400,000	\$ 400,000	\$ 93,316	\$ 600,000	\$ 693,316	\$ 600,000	\$ 600,000	\$ 200,000	\$ 200,000
N	Construct Taxiway November, Phase 1	FAA	2023	\$ 6,846,666	\$ 6,846,666	\$ 5,672,475	\$ -	\$ 5,672,475				
N	Apron E Construction	FAA/COP	2023	\$ 2,383,041	\$ 2,383,041	\$ 1,934,542	\$ -	\$ 1,934,542				
N	Engine Bolt Heaters on Apron E	COP	2023	\$ 88,000	\$ 88,000	\$ 88,000	\$ -	\$ 88,000				
			2023									
N	City Hall Carpet Replacement & Interior Paint	COP	2023	\$ 115,000	\$ 115,000	\$ 115,000	\$ -	\$ 115,000				
N	City Hall Phone System Update/Replacement	COP	2023	\$ 35,000	\$ 66,573	\$ -	\$ -	\$ -				
N	MTA Flooring Replacement - Locker Rooms	COP	2023	\$ 15,000	\$ 15,000	\$ -	\$ 15,000	\$ 15,000				
N	Parks & Facility Storage Shed/Maintenance	COP	2023	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	\$ 150,000				



N	Depot Building Back Deck Replacement	COP	2023	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -				
Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2023 total	2023 Remaining	2024 Addition	2024 Total	2025 Addition	2026 Addition	2027 Addition	2028 Addition
N	Library Parking Lot	COP	2023	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 25,000				\$ 100,000
N	Police Evidence Room (Carpet & Flooring)	COP	2023	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -				
N	Fire Engine	COP	2023	\$ 950,000	\$ 950,000	\$ 950,000	\$ -	\$ 950,000				
	Install Drainage Parking Lot Training Ctr/Com Dev											
N		COP	2023	\$ 80,000	\$ 80,000	\$ 75,200	\$ 40,000	\$ 115,200				
N	Purchase Fire Hose	COP	2023	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -				
N	City Wide Curb painting	COP	2023	On Going	\$ 46,000	\$ -	\$ 48,000	\$ 48,000	\$ -	\$ 51,000	\$ 51,000	\$ -
N	Water Correlator	W/S	2023	\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ 50,000				
			2024									
N	Replace Brush Truck	COP	2024	\$ 200,000			\$ 200,000	\$ 200,000				
N	Fire Support vehicle 3-4 (Pick-up)	COP	2024	\$ 80,000			\$ 80,000	\$ 80,000				
N	Fix Drains at Station 3-1	COP	2024	\$ 150,000			\$ 150,000	\$ 150,000				
N	Com Dev Vehicles	COP	2024				\$ 30,000	\$ 30,000		\$ 50,000		\$ 65,000
N	Storm Drain Design	COP	2024	\$ 500,000			\$ 500,000	\$ 500,000				
N	Construct PW Sand Storage Building	COP	2024	\$ 91,000			\$ 91,000	\$ 91,000				
N	Paint Public Safety Buildings Inside & Out	COP	2024	\$ 50,000			\$ 50,000	\$ 50,000				
N	Carpet Replacement PD	COP	2024	\$ 40,000			\$ 40,000	\$ 40,000				
N	PD Feaseability Study Police Station	COP	2024	\$ 50,000			\$ 50,000	\$ 50,000				
N	City Hall Copier	COP	2024	\$ 20,000			\$ 20,000	\$ 20,000				
N	Water System Upgrades	W/S	2024	\$ 24,000			\$ 25,000	\$ 25,000	\$ 160,000			
			2025									
N	Public Safety Bldg Updates	COP/Grant	2025	\$ 185,000						\$ 185,000	\$ 260,000	
N	Purchase New Patrol Rifles	COP	2025						\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500
N	Remodel Station 3-1	COP/Grant	2025	\$ 1,000,000					\$ 1,000,000			
N	Pave Vehicle Area Fire Training Ctr/Com Dev	COP	2025	\$ 120,000					\$ 120,000			
N	Replace Support 3-1	COP	2025	\$ 100,000					\$ 100,000			
N	Purchase Air Packs	COP	2025	\$ 80,000					\$ 80,000			
N	PW Boiler Truck	COP	2025	\$ 190,000					\$ 190,000			
N	Railroad ROW Improvements	COP	2025	\$ 500,000					\$ 200,000	\$ 200,000	\$ 100,000	\$ -
	Community Development Bldg Landing & Stairs											
N		COP	2025	\$ 30,000					\$ 30,000			
N	Depot Updates-Windows	COP	2024	\$ 60,000					\$ 60,000			

N	Parks Improvements Bleachers, Pavilion for Curtis Arcala	COP/Grants	2025	On Going					\$ 50,000	\$ 100,000	\$ 60,000	\$ 60,000
Legislative Priority	Proj ect	Funding Sources	Year of Initiation/ Execution	Cost Estimate	2023 total	2023 Remaining	2024 Addition	2024 Total	2025 Addition	2026 Addition	2027 Addition	2028 Addition
N	Acquire Avigation Easement, Construct Mitigation & Relocate RW16 Threshold	FAA/COP	2025	\$ 2,218,900						\$ 2,218,900		
			2026									
N	Update Fire classroom building	COP	2026	\$ 150,000						\$ 150,000		
N	Training Center EOC Addition									\$ 1,000,000		
N	Replace Rescue 3-1	COP	2026	\$ 500,000							\$ 500,000	
N	Airport Sand Storage/AARF Truck	COP	2026	\$ 750,000						\$ 750,000		
			2027									
N	City Hall Exterior Painting	COP	2027	\$ 100,000							\$ 100,000	
N	PW Bucket Truck	COP	2027	\$ 230,000						\$ 300,000		
N	Purchase Turnouts	COP	2028	\$ 120,000								\$ 120,000
N	Aviation Campground	FAA/COP	Undetermined	\$ 1,001,100								
N	Acquire Buffer Lands	FAA/COP	Undetermined	\$ 3,033,500								
N	Emergency Generator City Hall	Grant	Undetermined	\$ 400,000								
N	Generator for Fire St36 (training center)	COP	Undetermined	\$ 50,000								
N	Roof over Fire conexas	COP	Undetermined	\$ 55,000								
N	Design Museum phase 2	COP	Undetermined	\$ 250,000								
Y	Historic Palmer Water Tower Purchase		Undetermined	\$ 100,000								
Y	Park Project Walk to the Fair		Undetermined	\$ 300,000								
Totals	Totals			\$ 28,134,729	\$ 14,260,080	\$ 11,131,774	\$ 2,400,000	\$ 13,531,774	\$ 3,023,500	\$ 6,163,400	\$ 1,898,500	\$ 1,032,500

2024 Funding Breakdown

2024 Funding Breakdown		\$ 2,400,000	additional
General Fund		\$603,525 from annual contribution	\$1,681,475 from General Fund unassigned balance
	\$ 2,285,000		
Airport Fund	\$ -	Enterprise Fund	
Solid Waste Fund	\$ -	Enterprise Fund	
W/S	\$ 115,000	Enterprise Fund	
Legislative Priority	Project	Funding Sources	Year of Initiation/ Execution

2025 Funding Breakdown	\$ 3,073,500	additional
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2026 Funding Breakdown	\$ 6,163,400	additional
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2027 Funding Breakdown	\$ 1,898,500	additional
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2028 Funding Breakdown	\$ 1,032,500	additional
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General Fund	\$ 957,500	\$400,000 from annual contribution	\$557,500 from General Fund unassigned balance
W/S	\$ 75,000	from enterprise funds	
Airport Fund	\$ -	Enterprise Fund	



**Palmer City Council Meeting**

H. 6.

**Meeting Date:** 11/28/2023

**Submitted For:** Gina Davis, Financial Director

**Department:** Finance

**Agenda Category:** Unfinished Business

**Legislation Number:** Res 24-005

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**Subject**

2024 Proposed Budget

**Summary Statement/Background**

2024 Proposed Budget

**Administration's Recommendation:**

Adopt Resolution No. 24-005

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**Attachments**

Res 24-005 2024 Budget

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Introduced by: City Manager Moosey  
Date: October 10, 2023  
Public Hearing: October 10, 2023  
Action:  
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-005**

**A Resolution of the Palmer City Council Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2024, and Ending December 31, 2024, and Appropriating Monies**

WHEREAS, as required in Chapter VI of the City of Palmer Municipal Charter, a public hearing regarding the City of Palmer Fiscal Year 2024 Budget was held on Tuesday, October 10, 2023, Tuesday, October 17, 2023, and continued on Tuesday, November 28, 2023; and

WHEREAS, the Palmer City Council has reviewed the budget presented by the City Manager for the 2024 fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council:

Section 1. That the budget presented to the Council by the City Manager for the fiscal year 2024 has been reviewed by the City Council.

Section 2. That money shall be appropriated from all City funds as follows:

Revenues	
General Fund (01)	\$ 15,253,189
Enterprise Funds	
Water/Sewer (02)	\$ 3,953,000
Airport (03)	\$ 512,987
Solid Waste (05)	\$ 867,000
Golf Course (15)	\$ 673,500
Capital	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 115,000
Airport CIP Projects (30)	\$ -
Special Revenue Funds	
Police Grants (52)	\$ 264,256
Narcotics Grant (53)	\$ 141,303
<b>Total Revenues</b>	<b>\$ 21,780,235</b>

	Expenditures
General Fund (01)	\$ 14,895,681
Enterprise Funds	
Water/Sewer (02)	\$ 3,101,710
Airport (03)	\$ 506,078
Solid Waste (05)	\$ 846,634
Golf Course (15)	\$ 645,491
Capital Improvements	
General CIP Projects (08)	\$ -
General CIP Equipment (09)	\$ -
Road Fund (10)	\$ -
Water & Sewer Projects (24)	\$ 115,000
Airport CIP Projects (30)	\$ -
Special Revenue Funds	
Police Grants (52)	\$ 264,256
Narcotics Grant (53)	\$ 141,303
<b>Total Expenditures/Expenses</b>	<b>\$ 20,516,153</b>

Section 3. That the rate of the tax levy for the City of Palmer, Alaska for the fiscal year 2024 shall be fixed at 3.00 mills upon each dollar of assessed taxable real and personal property. The revenue from this tax levy is to be used for city purposes.

Section 4. That the 2024 budget is hereby approved for all funds in the amounts and for the purposes as stated above. The supporting line item budget detail as presented by the administration and reviewed by council is incorporated as part of this budget resolution.

Section 5. That the City of Palmer Fiscal Year 2024 operating budget is adopted for a period of one (1) year, that being from January 1, 2024, through December 31, 2024.

**Approved** by the Palmer City Council this 28th day of November, 2023.

\_\_\_\_\_  
Steve Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, CMC, City Clerk



**Palmer City Council Meeting**

I. 1.

**Meeting Date:** 11/28/2023  
**Submitted For:** Chad Cameron, Fire Chief  
**Department:** Fire Department  
**Agenda Category:** Action Memorandum  
**Legislation Number:** AM 23-067

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**Subject**

Authorizing the City Manager to Execute a Five-Year Contract for Rescue Services with the Matanuska-Susitna Borough

**Summary Statement/Background**

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

Funds in this legislation will be in the amount of \$65,000 plus 10% of the Fire Chief Wages and Benefits and 10% of Fuel used with 3% increases in years 3,4, and 5 of the contract.

**Administration's Recommendation:**

Approve Action Memorandum No. 23-067.

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**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$88,000+  
**Legislation creates revenue in the amount of:** \$88,000+  
**Budgeted Y/N?:** Y  
**Line Item(s):**

**Line Item(s):** 01-00-00-3428

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**Attachments**

FY24 Palmer Rescue Services new agreement

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# **AGREEMENT FOR RESCUE SERVICES**

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

## **A. Purposes:**

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

## **B. Definitions:**

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

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

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

**C. Authority:**

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

**D. Insurance:**

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

Commercial General Liability

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

Auto Liability

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

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

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

**E. Jurisdiction; Choice of Law, Severability:**

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

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

**F. General:**

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

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

**G. Terms of Agreement:**

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

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

#### **H. Responsibilities:**

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

staff to participate in the Matanuska-Susitna Borough's training and certification programs.

6. Subject to availability of equipment, funding, and prioritization between Departments, the Matanuska-Susitna Borough will provide the City of Palmer Fire & Rescue with specific equipment similar to the equipment it provides to its own fire departments.

**I. Waiver, Non-Waiver:**

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

**J. Interest, Non-Benefit:**

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

**K. Nondiscrimination:**

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

**L. Review, Negotiation or Amendment, Modification:**

1. This agreement may be reviewed annually by both parties no later than March 1.

2. The Borough and the City of Palmer, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this agreement. Requests to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Such written request will be submitted to the Matanuska-Susitna Borough Department of Emergency Services Director or the City of Palmer Fire Chief.
3. Unless otherwise amended or terminated, this agreement will remain in effect for five (5) years commencing on July 1, 2024, and ending on June 30, 2029, subject to the termination provisions of Sections O. This contract may be extended an additional five (5) years by addendum.

**M. Integration:**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either oral or written, between the parties.

**N. Contract Pricing:**

The Matanuska-Susitna Borough will pay the City of Palmer the following amounts annually for years 1 and 2:

- (1) \$65,000 to provide rescue services as per this agreement for the first year;
- (2) \$19,000 which reflects 10% of the Palmer Fire Chief wages;
- (3) \$4,000 which reflects 10% of estimated fuel consumed in providing the services.

Years 3, 4, and 5, of this agreement will each have a 3% annual increase to the above amounts. In the event either party believes the annual adjustments are too high or too low, Borough Manager and City Manager may meet and discuss the amounts and adjustments as necessary.

**O. Termination for Convenience:**

The Matanuska-Susitna Borough or the City of Palmer may terminate this agreement at any time for any reason, or for no reason, by giving written notice to the other party(s) of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days' notice of such termination. In that event, all equipment, vehicles, supplies, reports, or other materials shall be returned to their respective owners.

**P. Interpretation and Enforcement:**

The City of Palmer and the Matanuska-Susitna Borough following negotiations between them are executing this agreement. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this agreement are not to be construed as limitations or definitions, but are for identification purposed only.

**Q. Understanding:**

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

**R. Implementation Clause:**

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

**Matanuska-Susitna Borough**

\_\_\_\_\_  
Mike Brown, Borough Manager

\_\_\_\_\_  
Date

**City of Palmer**

\_\_\_\_\_  
John Moosey, City Manager

\_\_\_\_\_  
Date





I. 2.

**Palmer City Council Meeting**

**Meeting Date:** 11/28/2023  
**Submitted For:** Dwayne Shelton, Police Chief  
**Department:** Police Department  
**Agenda Category:** Action Memorandum  
**Legislation Number:** AM 23-069

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**Subject**

Authorizing the City Manager to Spend an Amount Not to Exceed \$196,882 in Subawards from the COSSAP Grant For the Second Year of the Grant

**Summary Statement/Background**

In 2022, the City of Palmer applied for and was granted a COSSAP grant (2022 BJA FY 22 Comprehensive Opioid Stimulant and Substance Abuse Site - based Program) in the amount of \$1,299,999.00. Palmer City Council approved the COSSUP Grant with Resolution No. 22-035 on December 13, 2022. The COSSUP Grant is a three-year grant and the grant period runs October through September. October 2023 started the second year of this grant.

As part of the COSSUP Grant, a portion of the funds are subawards to be disbursed to four referral agencies on the MDT team to help fund additional personnel that are working on the Drug Endangered Children Multi-Disciplinary Team program.

The referral agencies and the second year disbursement are:

Chickaloon Village Traditional Council - \$49,220.50

Knik Tribal Council - \$49,220.50

Set Free - \$49,220.50

Alaska Youth and Family Network - \$49,220.50

Palmer City Council approved AM 23-039 on June 27, 2023, awarding the same subawards for the first year of the grant.

**Administration's Recommendation:**

Approve Action Memorandum No. 23-069

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	Fiscal Impact
Total Amount of funds listed in this legislation:	\$196,882.00
Legislation creates expenditure in the amount of:	\$196,882.00
Budgeted Y/N?:	Y
Line Item(s):	08-40-05-6030 Contractual Services COSSAP Grant Expenditures

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