



City of Palmer

231 W. Evergreen Avenue
Palmer, Alaska 99645
Phone 907-745-3271
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SPECIAL CITY COUNCIL MEETING
6 P.M. TUESDAY, AUGUST 28, 2012
PALMER CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER

REGULAR CITY COUNCIL MEETING
7 P.M. TUESDAY, AUGUST 28, 2012
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CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER
www.cityofpalmer.org



MAYOR DELENA JOHNSON
DEPUTY MAYOR RICHARD BEST
COUNCIL MEMBER LINDA COMBS
COUNCIL MEMBER EDNA DEVRIES
COUNCIL MEMBER KEN ERBEY
COUNCIL MEMBER BRAD HANSON
COUNCIL MEMBER KATHRINE VANOVER

CITY ATTORNEY MICHAEL GATTI
CITY CLERK JANETTE BOWER
CITY MANAGER DOUG GRIFFIN

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Audience Participation
- E. New Business
 - 1. City of Palmer 2013 Budget
 - a. Committee of the Whole
- F. Adjournment

REGULAR CITY COUNCIL MEETING
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- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. [Action Memorandum 12-060](#): Authorize a Donation to the Mat-Su Ski and Snowboard Club, Inc. in the Amount of \$500 to Assist in the Cost of Providing Transportation and Ski Services to Palmer and Mat-Su Valley StudentsPage 11
 - 2. Minutes of Previous Meetings
 - a. August 14, Special Meeting Page 19
 - b. August 14, Regular MeetingPage 23
- E. Communication and Appearance Requests
 - 1. Mike Madar, Chair – City of Palmer Planning and Zoning Commission
- F. Reports
 - 1. City Manager’s ReportPage 31
 - a. Treasurer’s Report.....Page 35
 - 2. City Clerk’s Report
 - 3. Mayor’s Report
 - 4. City Attorney’s Report
- G. Audience Participation
- H. Public Hearings
- I. Action Memoranda
 - 1. [Action Memorandum 12-059](#): Authorize the City Manager to Award and Execute a Contract for the Purchase of Front Loading Dumpsters to Capital Industries in the Amount of \$16,665.....Page 75
 - 2. [Action Memorandum 12-061](#): Award Bid to Jeff Smeenck, Alaska Specialty Crops, for One Year Agricultural Lease of a Certain One and One-half (1.5) Acre Portion of City Property Located at 2390 S. Glenn Highway Without Requiring an Appraisal pursuant to Palmer Municipal Code 3.20.090 C.1 and Authorize the City Manager to Negotiate Lease Agreement.....Page 83
- J. Unfinished Business

K. New Business

1. [Resolution No. 12-037](#): Authorizing the City Manager to Execute Change Order Number Two (2) with Granite Construction Company to Accept Cost Proposals 1, 3, 4, and 5, and Adjust Contract Quantities to Reflect Actual Quantities Installed, and Add Fifty-Eight (58) Days to the Contract for the Bonanza Area Water and Road Improvements Project (IM 12-059)Page 101
2. [Resolution No. 12-038](#): Accepting and Appropriating Grant No. LU20-12-0004 in the Amount of \$35,000 from the State of Alaska Department of Transportation for the Planning and Development of a Safe Routes to School Plan for Elementary Schools within the Palmer City Limits (IM 12-060)Page 111
3. [Resolution No. 12-039](#): Authorizing the City Manager to Apply for a Federal Aviation Administration Airport Improvement Program Grant to Fund the Federal Share of the Palmer Municipal Airport Master Plan (IM 12-063)Page 127

L. Record of Items Placed on the Table

M. Audience Participation

N. Council Member Comments

O. Adjournment

Tentative 2012 Palmer City Council Meetings:

Date:	Meeting Type:	Time:	Notes:
September 10	Special	6 pm	Roles and Responsibilities
September 11	Special	6 pm	City of Palmer Health Insurance
September 11	Regular	7 pm	
September 25	Regular	7 pm	
October 8	Special	6 pm	Election Certification
October 9	Regular	7 pm	
October 16	Special	6 pm	2013 Budget
October 23	Special	6 pm	2013 Budget
October 23	Regular	7 pm	
October 30 – TENTATIVE	Special	6 pm	2013 Budget
November 6 – TENTATIVE	Special	6 pm	2013 Budget
November 20	Special	7 pm	Rescheduled from November 13 for AML
November 27	Special	6 pm	2013 Budget
November 27	Regular	7 pm	Public Hearing re: Budget (1 of 2)

December 4 – TENTATIVE	Special	6 pm	2013 Budget
December 11	Regular	7 pm	Public Hearing re: Budget (2 of 2)



Item D.1. – Consent Agenda

Unless otherwise indicated by the council, all ordinances introduced on the consent agenda will be scheduled for public hearing during the next regular council meeting.

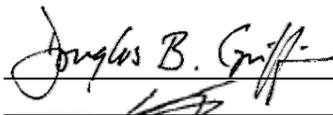
**CITY OF PALMER
ACTION MEMORANDUM No. 12-060**

Subject: Authorize a Donation to the Mat-Su Ski and Snowboard Club, Inc. in the Amount of \$500 to Assist in the Cost of Providing Transportation and Ski Services to Palmer and Mat-Su Valley Students

Agenda of: August 28, 2012

Council Action: _____

Approved for presentation by:

City Manager City Attorney City Clerk	 _____  _____
--	--

Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>500</u>
This legislation (✓):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$ <u>500</u>
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$ _____
<input type="checkbox"/> Funds are budgeted from this (these) line item(s):	
➤ 01-02-10-6069	\$ <u>500</u>
➤	\$ _____
<input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):	
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	 _____

Attachment(s):

- Letter from MSSC, Inc. defining program
- Program flyer

Summary statement: This is a donation for a non-profit organization. The treasurer of MSSC, Inc has requested the City donate \$500 to assist in the cost of providing transportation and ski services to Palmer and Mat-Su Valley students at a reduced rate.

Administration recommendation: Approve action memorandum 12-060.

Matsu Ski and Snowboarding Club, Inc.
PO Box 870982
Wasilla, AK 99687

August 6, 2012

DeLena Johnson, Mayor
231 West Evergreen Ave.
Palmer, AK 99645

Dear Mayor Johnson:

I am writing to request support from the City of Palmer for the MatSu Ski and Snowboard Club, Inc (MSSC). MSSC solicits donations each year in an effort to reduce costs to all who participate. All donations are applied, 100%, to program fee reduction.

MSSC is a non-profit winter sports club that was formed in 2009. It follows a similar, but discontinued, MatSu School District program. MSSC is licensed by the State of Alaska and registered as a 501(c) 3 corporation with the IRS. 2013 will be MSSC's fourth season running this program. All members of the MSSC board of directors were active as volunteers/chaperones in the discontinued School District program and have a combined period of service exceeding 40 years.

MSSC arranges Saturday recreational skiing/snowboarding trips at Alyeska Resort in Girdwood for MatSu Valley students. This program is open to students from 10-18 years of age. Our goal is to provide safe, reliable and reasonably priced access to these exciting and healthy wintertime activities. In 2013, two separate schedules of eight trips each will run on alternating Saturdays beginning in early January and ending in mid April. We anticipate serving approximately 250 students this season.

MSSC contracts with Premier Alaska Tours for round-trip motor coach transportation to Alyeska Resort. It also contracts with Alyeska Resort for reduced rates on lifts, lessons and equipment rental.

The MSSC program has been recognized by the MatSu Health Foundation as a promoter of good health. We have received grants from the MatSu Health Foundation to enhance our effectiveness as a non-profit and to reduce cost of participation.

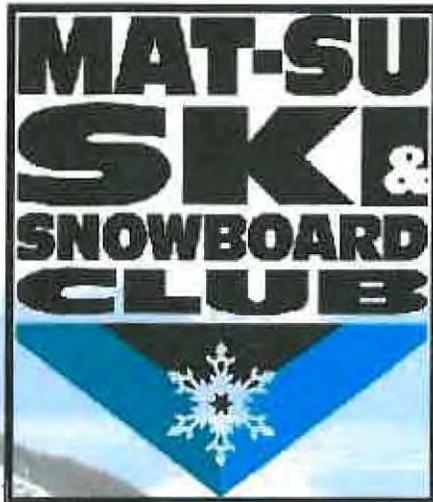
Additional information about MSSC can be found on our website at <www.matsusnow.org> Current information on the website is for 2012 but follows closely with what we will be doing in the upcoming 2013 season.

Attached is a flyer, approved for posting in MatSu School District Schools, that we used in 2012 for advertising in the schools and other locations in the MatSu Valley. A similar one will be prepared for the upcoming season.

Please let me know if wish to see additional information about our program.

Thank you,

Donald E. Carling
Treasurer, MSSC



The Mat-su Ski and Snowboard Club, Inc. (MSSC) is pleased to announce its program for the 2012 ski/snowboard season at Alyeska Resort. This season's plan includes two separate schedules for eight trips. Trip dates for the two schedules are:

SCHEDULE #1: JAN 7 & 21, FEB 4 & 18, MAR 3, 17 & 31, and APR 14

SCHEDULE #2: JAN 14 & 28, FEB 11 & 25, MAR 10 & 24, and APR 7 & 14

Round trip motor coach transportation is provided for each trip:

SCHEDULE #1: One motor coach departs from the Palmer Carr's lot and one from the Wasilla Carr's lot.

SCHEDULE #2: Two motor coaches depart from the Wasilla Carr's lot.

Basic Options and Cost:

OPTION #1: Cost = \$360.00. This price includes bus rides, lift tickets and two lessons on schedule #1 OR #2.

OPTION #2: Cost = \$520.00. This price includes bus rides, lift tickets, two lessons and equipment rental on schedule #1 OR #2.

YOU MAY FIND DETAILED INFORMATION AND APPLICATION FORMS AT WWW.MATSUSNOW.ORG OR REQUEST THEM VIA EMAIL AT matsusnow@mtaonline.net . Text or call Don with any questions at 354-7545



Item D.2. – Minutes of Previous Meetings

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on August 14, 2012, at 6 pm in the council chambers, Palmer, Alaska.

Deputy Mayor Best called the meeting to order at 6:08 pm.

B. ROLL CALL

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

Richard Best
Edna DeVries

Brad Hanson
Kathrine Vanover

Council Members Erbey and Combs and Mayor Johnson were absent and excused.

Also in attendance were the following:

Doug Griffin, City Manager
Janette Bower, City Clerk
Michael Gatti, City Attorney – via telephone

C. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Council Member Hanson.

D. AUDIENCE PARTICIPATION

Karen Martin, Palmer Police Department Employee:

- spoke to the health insurance issue;
- read into the record a letter concerning cost cuts and employee benefits;
- commented on the need to "recoup" costs for the declining revenues and fines incurred by the City; and
- asked that negotiations continue.

Myra Lanthier, Palmer Police Department Employee (Karen Martin read the letter in the record):

- spoke to the health insurance issue;
- commented on diminished employee benefits and increased costs to the employee; and
- expanded on the retention of valuable employees.

David Sutton, Palmer Public Works Department Employee:

- voiced disappointment concerning benefits being taken away from employees;
- expressed his pride of being a City employee;
- suggested a utility rate study to increase revenues;
- stated the Palmer Municipal Code needed to be enforced and the Police Department be given the authority to ticket persons who violate the code;

- expanded on the landfill fees; and
- reinforced the need to increase fees to offset costs.

David Meneses, Palmer Community Development Department Employee:

- expanded on his previous employment;
- stated the health insurance benefit package concerning increased costs was unfair; and
- spoke of the lack of raises and cost of living allowances for long term employees.

Shane LaCroix, Palmer Police Department Employee:

- spoke of his length of service with the City;
- commented on the City's benefit package;
- voiced passion for his job and community;
- stated his ability to work for the City was attributed to the benefit package;
- expressed concern regarding the employees' ability to continue working for the City; and
- asked for a fair health insurance plan.

Beth Skow, Palmer Community Development Employee:

- stated the employees did not have unreasonable expectations regarding the health insurance benefits;
- referred to the health insurance options presented to the employees and the expectation that upper level management further research other options;
- asked the council to read the employees' comments; and
- requested the council to do a better job.

E. NEW BUSINESS

Item 1 – City of Palmer Health Insurance

Main Motion: To move into a committee of the whole to discuss health insurance

Moved by:	Hanson
Seconded by:	DeVries
Action:	Motion carried by unanimous voice vote
In favor:	Vanover, DeVries, Hanson, Best
Opposed:	None

The council suspended the rules to receive a presentation from Alaska USA Insurance Brokers and to allow the broker to answer employee questions. The council moved into a committee of the whole at 6:28 pm and exited at 7:10 pm.

The council directed that the topic be added to the September 11, special meeting agenda.

F. ADJOURNMENT

With no further business before the council, the meeting adjourned at 7:11 pm.

Approved this twenty-eighth day of August, 2012.

Richard Best, Deputy Mayor

Janette M. Bower, MMC, City Clerk

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on August 14, 2012, at 7 pm in the council chambers, Palmer, Alaska.

Deputy Mayor Best called the meeting to order at 7 pm.

B. ROLL CALL

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

Richard Best
Edna DeVries

Brad Hanson
Kathrine Vanover

Council Members Erbey and Combs and Mayor Johnson were absent and excused.

Also in attendance were the following:

Doug Griffin, City Manager
Michael Gatti, City Attorney
Janette Bower, City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Sandra Garley, Director, Department of Community Development.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Action Memorandum 12-057: City Council Statement of Non-objection to New Liquor License #5146, for Eagle Hotel LLC Located at 918 South Colony Way, Palmer
 - b. Action Memorandum 12-058: Confirm the Mayor's Appointment of LaMarr Anderson to the Board of Economic Development
2. Minutes of Previous Meetings
 - a. July 24, 2012, Special Meeting
 - b. July 24, 2012, Regular Meeting

E. COMMUNICATION AND APPEARANCE REQUESTS

Item 1 – Brant Mursch, Director – Department of Finance

Director Mursch:

- provided council with updates of the Finance Department activities;
- commented on the stumbling block concerning online sales tax reporting processes;
- expanded on the delinquent special assessments;
- spoke of the Palmer Municipal Code amendments concerning sales taxes and business licenses;
- announced the presentation on the ARRA grants would be on September 11;
- reported on the improvement in investment earnings;
- commented on the City's bonds;
- spoke of the upcoming utility rate study;
- stated the City prepared a comprehensive annual financial report and had submitted the report to the Government Finance Officers Association for award;
- expanded on the implementation of budget recommendations presented during the 2012 budget process.

F. REPORTS

Item 1 – City Manager's Report

City Manager Doug Griffin reported on the following items:

- Highlighted the written report;
- Noted the Construction Report was included in the Manager's Report;
- Expanded on the cooperative efforts of the Police and Public Works Departments to reduce speeding in various areas of town; and
- Responded to Council questions.

Deputy Mayor Best reported on a residence on Felton Street with continued parking violations.

Item 2 – City Clerk's Report

City Clerk Janette Bower reported on the following items:

- Upcoming Special Meetings August 28 and September 11, 2012;
- Deputy Clerk Acteson's departure from the City; and
- New employee Deputy Clerk Packa.

Council directed the Clerk to schedule the Roles and Responsibilities meeting for a date when all council members could be in attendance.

Council Member Vanover requested a special meeting be scheduled on September 11, to address the health care issue. Council Member DeVries supported the request.

Item 3 – Mayor's Report

Item 4 – City Attorney's Report

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

Item 1 – Ordinance No. 12-020-Z-2: Amending the Zoning Map to Revise the Designation of Lot 11-1, Block 1 Bailey Heights Subdivision Located in Section 28, Township 18 North, Range 2 East Seward Meridian from T-Transitional to R-1 Single Family Residential (IM 12-048)

Deputy Mayor Best opened the public hearing. There being no one wishing to address the council, Deputy Mayor Best closed the public hearing.

Main Motion: To adopt ordinance no. 12-020-Z-2

Moved by:	Hanson
Seconded by:	DeVries
Action:	Motion carried by a unanimous voice vote
In favor:	Vanover, DeVries, Hanson, Best
Opposed:	None

I. ACTION MEMORANDA

J. UNFINISHED BUSINESS

K. NEW BUSINESS

Item 1 – Resolution No. 12-028: Accepting and Appropriating Grant No. 13-DC-043 in the Amount of \$70,000 from the State of Alaska Department of Commerce, Community and Economic Development for a Waste Water Treatment Plan Master Plan (IM 12-050)

Item 2 – Resolution No. 12-029: Accepting and Appropriating Grant No. 13-DC-135 in the Amount of \$100,000 from the State of Alaska Department of Commerce, Community and Economic Development for the Design and Construction of Americans with Disabilities Act (ADA) Compliant Sidewalks

Item 3 – Resolution No. 12-030: Accepting and Appropriating Grant No. 13-DC-175 in the Amount of \$115,000 from the State of Alaska Department of Commerce, Community and Economic Development for a Storm Water Master Plan

Item 4 – Resolution No. 12-032: Accepting and Appropriating Grant No. 13-DC-318 in the Amount of \$252,000 from the State of Alaska Department of Commerce, Community and Economic Development for Water Main Tie-Ins

Item 5 – Resolution No. 12-034: Accepting and Appropriating Grant No. 13-DC-421 in the Amount of \$780,000 from the State of Alaska Department of Commerce, Community and Economic Development to Fund Public Safety Projects

Item 6 – Resolution No. 12-035: Accepting and Appropriating Grant No. 13-DC-527 in the Amount of \$2,500,000 from the State of Alaska Department of Commerce, Community and Economic Development for Waste Water Treatment Plant Property Acquisition

Item 7 – Resolution No. 12-036: Accepting and Appropriating a Grant Increase of \$2,500,000 to Grant No. 67119 from the State of Alaska Department of Environmental Conservation for the Southwest Utility Extension Phase IIB

Main Motion: To adopt Resolution No. 12-028, 12-029, 12-030, 12-032, 12-034, 12-035, 12-036

Moved by:	DeVries
Seconded by:	Vanover
Action:	Motion carried by a unanimous voice vote
In favor:	Vanover, DeVries, Hanson, Best
Opposed:	None

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. COUNCIL MEMBER COMMENTS

Council Member Vanover:

- expressed her sadness over the loss of the Mat Maid Block building;
- thanked the responders who responded to the fire;
- requested a status update of the fire investigation;
- stated the City needed to set community meetings concerning the future of the Mat Maid Block;
- requested a status report concerning the condition of the Palmer Golf Course. Council Member DeVries offered her support;
- supported the issue of citations for ordinance violators and the need for a utility rate study; and
- expanded on the City's supplementation of the Library and lack of funding by the Borough.

Jon Owen, Director – Department of Public Safety:

- provided a status of the fire investigation; and
- commented on the need for an arson investigations dog.

Council Member DeVries:

- echoed Council Member Vanover's comments concerning the Mat Maid property; and
- requested the Clerk order food from the Eagle Hotel for a future council meeting. Council Member Vanover offered her support.

City Manager Griffin:

- commented on his thanks to the Borough Fire Service Area Departments' and their response to the Mat Maid fire.

Deputy Mayor Best:

- thanked the Mayor for her phone call concerning the Mat Maid fire; and
- expanded on his view of Mat Maid fire.

O. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:55 pm.

Approved this twenty-eighth day of August, 2012.

Richard Best, Deputy Mayor

Janette M. Bower, MMC, City Clerk



Item F – Reports



For Mayor Johnson and Palmer City Council Members
From Doug Griffin, City Manager
August 21, 2012

City Manager's Report August 7-21, 2012

The following is a summary of activity for the last two weeks:

Building Requirements in Palmer

I met with local realtor Beth Fread regarding things the City of Palmer could do to assist builders develop and construct more homes in Palmer to meet the demand for people who want to live in the Palmer city limits. Director Sandra Garley and Building Inspector David Meneses sat in on the meeting and provided me and Ms. Fread with the historical perspective regarding the City making developers responsible for road access to City standards to open up desirable building lots. There is no real solution to the "roadblocks" raised by Mrs. Fread unless the City Council chooses to change the precedent of requiring developers to provide suitable access to potential development properties.

Mat-Maid Warehouse Fire

I did receive an early morning call from the Mayor and Police Dispatch regarding the fire of the historical Colony-era warehouse and I arrived on the scene to see the fire crews in action. While it was a tragic event, it was clear that volunteers under the leadership of Chief McNutt had the situation contained. The City's water system met the challenge and all of the equipment, including the City's aging ladder truck met the demands of the situation. I participated in a subsequent meeting with the Mayor, City Clerk, and Public Safety Director Owen to discuss how the public information and media contacts were handled. I may bring back the media interaction policy back to the City Council in September to see if it needs a tune-up.

Airport Advisory Commission (AAC) Agenda Setting Meeting

On August 8 I met with Mayor Johnson, AAC Chairman Chris Gates, and Director Owen to review the upcoming agenda for the AAC meeting of August 23. The airport function involves various departments – mainly Public Works – and since there is no full-time airport manager I believe I need to get more involved in assisting Mr. Owen and the Commission in attempting to develop the Palmer Airport. Part of the role Mr. Owen and I are playing is to harness and prioritize the energy Mr. Gates brings to his role as the AAC chair.

Business License, Grant Administration, and Palmer Personnel Regulations

I was involved in meetings to get revisions in the City's business license code ready for introduction. The goal is to introduce the ordinance change at the September 11 City Council Meeting. I am also working with the Public Works and Finance Departments to begin instituting the recommendations coming out of the grants administration review done by Victoria Paulson.

Mrs. Paulson will make a presentation regarding her findings on grant administration at the September 11 City Council meeting. A copy of the report will be provided to Council members in advance. An extensive review and rewrite of the City's personnel regulations, which we are now planning on making part of the Palmer Municipal Code, is nearing completion. The City Attorney is giving the rewrite a final review and the goal is to introduce the personnel ordinance at the September 25 City Council meeting.

Transportation Fair

I attended the Transportation Fair on August 9 and got caught up on the status of various transportation projects that will affect the City of Palmer. The City of Palmer had a table displaying its newly adopted Trails and Parks Master Plan and the project it is starting regarding Safe Routes to Schools planning. I spoke to numerous State and Borough officials at the event including Senator Linda Menard and Mayor Larry DeVilbiss.

Meeting with Tom Healy and Jack Snodgrass on Mat-Maid Property Acquisition

I met with Tom Healy and Jack Snodgrass at their request to discuss the status of the Mat-Maid property acquisition project. I learned from the historical perspective they brought to the discussion and I told them what I felt comfortable conveying to them about the status of land negotiations and environmental evaluation of the property. It was an interesting meeting and did provide me with some other options to consider as we proceed on this daunting project.

Governor's Picnic

I attended the Governor's Picnic at Raven Hall on August 10. There was a good turnout, but I did not get a chance to visit very much with any of dignitaries as the Governor had them working at serving the substantial crowd.

Targeted Brownfields/Groundwater Protection

I participated in a pair of teleconferences related in large part to the environmental evaluation the City is participating in as part of the Mat-Maid property acquisition effort. The meetings included the City Mat-Maid Land Acquisition Team (Glen Price, Ralph Hulbert, Sandy Garley and me) and State and Federal environmental officials and contractors. The meeting was to review the proposed site sampling plan scheduled for the Mat-Maid properties. There is some disagreement regarding the approach. Mr. Hulbert believes more planning needs to be conducted prior to the sampling protocol, but this was perceived by the U.S. Environmental Protection Agency (EPA) official as unwarranted delay in gathering the data it needs to determine mitigation strategies. The City will attempt to work under the EPA in keeping with its program procedures. This teleconference was also designed as a planning discussion to prepare for a site visit by EPA and Alaska Department of Environmental Conservation Targeted Brownfield managers to Palmer scheduled for August 22.

The second teleconference scheduled for the day after the first also included the Palmer Mat-Maid Team. This meeting was with Larry Dietrick, Director of the Division of Spill Prevention and Response and Steve Bainbridge, Program Manager of the Contaminated Sites Program with the Alaska Department of Environmental Conservation. The issue in this matter was an evaluation and determination regarding groundwater under and around designated

contaminated sites in Palmer, including the Mat-Maid property. I have written to Mr. Dietrick asking that he not make groundwater contamination a big issue for Palmer since the City provided a clean, certified drinking water supply to its residents that draws from an aquifer that is not contaminated and is protected by the underground geology from potentially contaminated aquifers. We did not get the determination we were after at this meeting, but we had a good discussion and I think we are moving in the right direction to obtain our objective.

Friday Fling Review and Improvements

On August 17 I met with Theresa Roy and Sue Welton regarding the Friday Fling successes, challenges and plans for the future. The group loved the street closure of S. Valley Way and proposed using the space for more booths next year. There was also a request to explore providing electrical power for food booths so that the small generators could be replaced as a power choice. The City will look into these improvements.

Response to Council Question Regarding Golf Course

Director Sandra Garley spoke with George Collum at the Palmer Golf course regarding a question posed by Council as to why the golf course greens became greener late in the summer season this year. Mr. Collum explained that there was damage due to the heavy winter cold and ice, and that the damaged areas needed to be re-seeded. Re-seeding requires germination at 45 degrees, which did not occur at the site until late June and July. Once the seed began to germinate, the grass began to fill in, and the damaged areas have now been fully re-grown.



City of Palmer

JULY 2012

Investment Report

Balance Sheets

Revenue & Expenditure Reports (Budget to Actual)

Sales Tax Summary

Legal Services

**City of Palmer
Treasurer's Report
July, 2012**

Maturity Date	Maturity Dates	Holder	Security Number	Principal	Instrument	Date Acquired	Yield	Projected Yearly Income
Daily		AMLIP		16,831	Pooled Investment	N/A	0.01%	2
Daily		FNBA		1,424,984	Deposit/Checking	N/A		-
Daily		FNBA		400,117	Savings	N/A	0.12%	480
Daily		TOIXX-FNBA	60934N500	1,484	Money Market	N/A		-
Daily		AKUSA		15,715	Savings	N/A	0.15%	23
Daily		MVFCU		5,144	Savings-Qtr	N/A	0.15%	8
11/19/2012	30-120	TVI	337624F21	245,000	Certificate of Deposit	11/17/2010	1.15%	2,815
06/10/2013	180-360	TVI	36160XRU3	245,000	Certificate of Deposit	06/10/2011	1.00%	2,450
06/17/2013	180-360	TVI-FNBA Trust	02587DAZ1	245,000	Certificate of Deposit	06/16/2011	0.60%	1,470
12/06/2013	Over 1 year	AKUSA		100,000	Certificate of Deposit	12/06/2011	1.29%	1,290
12/16/2013	Over 1 year	TVI-FNBA Trust	06740KEZ6	248,000	Certificate of Deposit	12/15/2011	1.00%	2,480
07/25/2014	Over 1 year	TVI-FNBA Trust	38143AXD2	248,000	Certificate of Deposit	07/25/2012	1.00%	2,480
11/04/2014	Over 1 year	TVI	36159S4G3	247,000	Certificate of Deposit	11/04/2011	1.55%	3,829
12/29/2014	Over 1 year	FNBA Trust	36962G5L4	1,000,000	Corporate Obligation	12/29/2011	1.50%	15,000

Dates Acquired are estimates

07/31/2012

Total Cash and Investments 4,442,275

Interest 32,326

MATURITY OF INVESTMENTS:

AMOUNT

% of Maturity

1 to 30 Days	-
30 to 120 Days	-
120 to 180 Days	245,000
180 to 365 Days	490,000
Over 1 Year	1,843,000
TOTAL INVESTMENTS	<u>2,578,000</u>

0.00%
0.00%
9.50%
19.01%
71.49%
<u>100.00%</u>

INVESTMENT BY INSTITUTION:

AMOUNT

%

AMLIP=Alaska Municipal League Investment Pool	16,831
FNBA=First National Bank of Alaska	3,566,101
AKUSA=Alaska USA Federal Credit Union	115,715
MVFCU=Mat-Valley Federal credit Union	5,144
Federated Treasury Obligation	1,484
TVI	737,000
**Investment held with third party custodian-FNBA	<u>1,000,000</u>
Total Cash and Investments	<u>4,442,275</u>

0.38%
80.28%
2.60%
0.12%
0.03%
16.59%
<u>100.00%</u>

INVESTMENT TYPE

- FNMA- Federal National Mgmt Assn.
- FHLB- Federal Home Loan Bond
- FHLN- Federal Home Loan Note
- FHLMC- Federal Home Loan Mortgage Company

These investments are made in accordance with the City of Palmer's Investment policy pursuant to PMC 3.34.

BALANCE SHEET

AS OF: JULY 31ST, 2012

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-00-00-1001	General Fund - Claim on Cash	2,234,335.51
01-00-00-1021	Petty Cash Register	200.00
01-00-00-1022	Petty Cash Admin	350.00
01-00-00-1023	Petty Cash Police	465.00
01-00-00-1024	Petty Cash Planning	600.00
01-00-00-1032	Amlip - Investment Pool	0.00
01-00-00-1034	Repo'S	0.00
01-00-00-1036	Piper Jaffrey At Fnb Invest	0.00
01-00-00-1037	Piper Jaffrey Invest	0.00
01-00-00-1082	Est Uncollected Assessments	0.00
01-00-00-1151	Accounts Receivable	5,502.31
01-00-00-1152	Misc. Accounts Receivable	7,066.48
01-00-00-1154	Sales Tax Receivable	430,976.89
01-00-00-1157	Accounts Receivable Arena	0.00
01-00-00-1211	Assessments Receivable Current	3,753.44
01-00-00-1221	Assessments Delinquent	95,729.57
01-00-00-1231	Assessment Deferred	375,837.36
01-00-00-1321	Due To/From Borough	0.00
01-00-00-1551	Prepaid Expense	246,216.49
01-00-00-1552	Prepaid Expense-Airport	200,000.00
01-00-00-1670	Deferred Chrgs - Debt Issue	0.00
01-00-00-1671	Accum Amort - Deferred Chrgs	0.00
		3,601,063.05
TOTAL ASSETS		3,601,063.05

LIABILITIES		
=====		
01-00-00-2030	General Fund - A/P Pending	(871.29)
01-00-00-2051	Due To Other Agency	0.00
01-00-00-2055	Saroma Japan-Sister City Trst	0.00
01-00-00-2060	Palmer State Fair Parade	2,494.42
01-00-00-2151	Accrued Wages Payable	0.00
01-00-00-2171	Accrued Payroll Taxes Payable	0.00
01-00-00-2174	Accrued Retirement Payable	0.00
01-00-00-2175	Accrued Insurance Payable	0.00
01-00-00-2180	Accrued Misc Other	0.00
01-00-00-2181	United Way	0.00
01-00-00-2182	Fica Employer	0.00
01-00-00-2184	Employer Retirement	0.00
01-00-00-2185	Credit Card Payable	12,603.85
01-00-00-2189	Other Deductions	0.00
01-00-00-2190	Charities	0.00
01-00-00-2191	Deferred Compensation	0.00
01-00-00-2192	ALL STATE Ins Payable	0.00
01-00-00-2193	Employer Workmen'S Comp	0.00
01-00-00-2194	Accrued Personal Leave	0.00
01-00-00-2195	Aflac Ins Pay	0.00
01-00-00-2196	Sick Leave Bank	0.00

BALANCE SHEET

AS OF: JULY 31ST, 2012

01 -General Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-00-00-2197	Comp Time Liability	0.00
01-00-00-2198	Court Fees Payable-Deliq	30,078.22
01-00-00-2199	Court Fees Payable	(1,865.00)
01-00-00-2213	Library Room Deposits	400.00
01-00-00-2214	Community Center Deposits	7,237.20
01-00-00-2215	Buisness License Unapplied	25.00
01-00-00-2216	Unearned Revenues	0.00
01-00-00-2217	Special Assessments Unapplied	4,348.63
01-00-00-2218	Unapplied Credits-Sales Tax	8,898.60
01-00-00-2219	Deferred Revenue-Grants	0.00
01-00-00-2220	Deferred Revenue-Spec Assmt	480,434.17
01-00-00-2221	Deferred Revenue-MSB/Ice Arena	0.00
01-00-00-2222	Deferred Revenue-Property Tax	80,502.16
01-00-00-2312	Bond Principal-Ice Arena	0.00
01-00-00-2313	Bond Principal-Golf	0.00
01-00-00-2400	Prop Sales Commissions Payable	0.00
	TOTAL LIABILITIES	624,385.96
EQUITY		
=====		
01-00-00-2710	Unassigned Fund Balance	2,019,974.75
01-00-00-2711	Nonspendable Fund Balance	236,352.46
01-00-00-2712	Restriced Fund Balance	0.00
01-00-00-2713	Committed Fund Balance	0.00
01-00-00-2714	Assigned Fund Balance	0.00
01-00-00-2801	Accrued Misc Other	0.00
	TOTAL BEGINNING EQUITY	2,256,327.21
	TOTAL REVENUE	6,672,707.89
	TOTAL EXPENSES	5,259,358.01
	TOTAL REVENUE OVER/(UNDER) EXPENSES	720,349.88
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	2,976,677.09
	TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.	3,601,063.05
		=====

BALANCE SHEET

AS OF: JULY 31ST, 2012

02 -Water/ Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
02-00-00-1001	Water/Sewer - Claim on Cash	434,957.05
02-00-00-1082	Est Uncollected Assessments	0.00
02-00-00-1151	Accounts Receivable-UT	150,147.80
02-00-00-1152	Misc. Accounts Receivable	0.00
02-00-00-1153	Accts Receivable-Grant	0.00
02-00-00-1154	Returned Check Clearing	207.44
02-00-00-1212	S/A Riverside	0.00
02-00-00-1217	S/A E. Beaver	0.00
02-00-00-1250	S/A Swr Riverside	0.00
02-00-00-1252	S/A Swr 1964 Swr	0.00
02-00-00-1254	S/A Swr E. Beaver	0.00
02-00-00-1255	S/A Swr N. Chugach 84-1-S	0.00
02-00-00-1256	Wtr/Swr Ext-Airport Leases	199,129.40
02-00-00-1361	Accrued Interest	0.00
02-00-00-1411	Inventory	145,210.47
02-00-00-1551	Prepaid Expense	0.00
02-00-00-1610	Land	4,255.00
02-00-00-1620	Buildings	50,066.67
02-00-00-1621	Bldgs-Allow For Depreciation	28,759.71
02-00-00-1630	Improvements Other Than Bldgs	62,562,937.04
02-00-00-1631	Other-Allow For Depreciation	12,949,199.95
02-00-00-1640	Equipment	685,127.31
02-00-00-1641	Equip-Allow For Depreciation	322,575.10
02-00-00-1642	Water Meters	146,962.17
02-00-00-1643	Meters-Allow For Depreciation	69,858.21
02-00-00-1660	Wtr / Swr Main-First Baptist	0.00
02-00-00-1661	Concr Swr Refurbish Grant	0.00
02-00-00-1662	Lucas Area Project	0.00
02-00-00-1669	Concr Swr Refurbish-Grant	0.00
02-00-00-1670	Dfr Chg - Debt Issuance	0.00
02-00-00-1671	Accm. Amort. Dfr. Chgs.	0.00
02-00-00-1681	Palmer Wastewater Phase Iii	0.00
02-00-00-1682	Palmer Water System Phase Ii	0.00
02-00-00-1684	Southwest Utility Connection	0.00
02-00-00-1686	Adec Sw Dist Main Ex-Helen Dr	0.00
02-00-00-1690	S. Chugach - Dot	0.00
02-00-00-1697	Eagle Utility Analysis	0.00
02-00-00-1700	Blueberry WS	0.00
02-00-00-1701	SWE Phase II	0.00
02-00-00-1702	SW TPlant Compliance Improve	0.00

51,018,607.38

TOTAL ASSETS

51,018,607.38

BALANCE SHEET

AS OF: JULY 31ST, 2012

02 -Water/ Sewer Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
LIABILITIES		
=====		
02-00-00-2030	Water/ Sewer - A/P Pending	38,535.35
02-00-00-2073	Long Term Loan Pay-Fedl Cl Wtr	2,544,930.71
02-00-00-2161	Accrued Wages Payable	0.00
02-00-00-2171	Accrued Payroll Taxes	0.00
02-00-00-2174	Accrued Retirement	0.00
02-00-00-2176	Accrued Interest Payable	17,550.58
02-00-00-2178	Pers Net Pension Obligation	0.00
02-00-00-2182	Fica Employer	0.00
02-00-00-2184	Employer Retirement	0.00
02-00-00-2194	Accrued Personal Leave	44,031.71
02-00-00-2211	Customer Deposits	115,497.00
02-00-00-2212	Connection Deposit	23,591.15
02-00-00-2218	Unapplied Credits-Utilities	13,853.29
02-00-00-2219	Utility Refunds Payable	1,672.86)
02-00-00-2511	Amort. Of Contrib-State & Fedl	0.00
02-00-00-2512	Contribution In Aid-State	0.00
02-00-00-2513	Amort.Of Contrib. From State	0.00
02-00-00-2520	Contribution From Customer	0.00
02-00-00-2521	Amort.Of Contrib Frm Customer	0.00
02-00-00-2530	Contribution From Ind. Park	0.00
02-00-00-2531	Amort.Of Contrib From Ind.Park	0.00
02-00-00-2532	Contributions From Gen Fund	0.00
	TOTAL LIABILITIES	<u>2,796,316.93</u>
EQUITY		
=====		
02-00-00-2710	Fund Balance	48,197,004.31
	TOTAL BEGINNING EQUITY	<u>48,197,004.31</u>
	TOTAL REVENUE	1,131,131.64
	TOTAL EXPENSES	<u>1,105,845.50</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	25,286.14
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>48,222,290.45</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	<u>51,018,607.38</u>
=====		

BALANCE SHEET

AS OF: JULY 31ST, 2012

03 -Airport Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		

03-00-00-1001	Airport - Claim on Cash	(236,715.07)
03-00-00-1151	Accounts Rec-Leases/Tie downs	4,250.75
03-00-00-1155	Accounts Receivable-Grants	0.00
03-00-00-1551	Prepaid Expense	0.00
03-00-00-1610	Land	1,680,471.12
03-00-00-1620	Buildings	509,757.70
03-00-00-1621	Bldgs-Allow For Depreciation	(465,643.09)
03-00-00-1630	Improvements Other Than Bldgs	17,766,245.12
03-00-00-1631	Other-Allow For Depreciation	(10,955,499.42)
03-00-00-1640	Equipment	794,541.00
03-00-00-1641	Equip-Allow For Depreciation	(611,038.55)
03-00-00-1672	Faa Grant 3-02-0211-1701	0.00
03-00-00-1675	WIP-Master Plan	0.00
03-00-00-1678	Prop Acq Rpxrw9 Ph I	0.00
03-00-00-1679	Aprons A & Tkwy J & L(2 Mil +)	0.00
03-00-00-1680	Prop Acq Rpxrw9 Ph Ii	0.00
03-00-00-1685	Faa Grant 3-02-0211-1701	0.00
03-00-00-1694	Aip 3-02-0211-012-2005	0.00
03-00-00-1696	Faa Grant 3-02-0211-013-2006	0.00
03-00-00-1699	Airport Rehab RW 9/27	0.00
03-00-00-1703	FAA 014-2009 Land for Rwy 9	0.00
		<u>8,486,369.63</u>
TOTAL ASSETS		8,486,369.63

LIABILITIES		

03-00-00-2030	Airport - A/P Pending	0.00
03-00-00-2161	Accrued Wages Payable	0.00
03-00-00-2171	Accrued Payroll Taxes	0.00
03-00-00-2174	Accrued Retirement	0.00
03-00-00-2178	Pers Net Pension Obligation	0.00
03-00-00-2182	Fica Employer	0.00
03-00-00-2184	Employer Retirement	0.00
03-00-00-2194	Leave Accrual	0.00
03-00-00-2218	Unapplied Credit	0.60
03-00-00-2220	Deferred Revenues	2,678.00
03-00-00-2221	Unearned Revenue	200,000.00
03-00-00-2511	Amort. Of Contrib-State & Fedl	0.00
03-00-00-2532	Contributions From Gen Fund	0.00
TOTAL LIABILITIES		<u>202,678.60</u>

EQUITY		

03-00-00-2710	Fund Balance	8,370,105.58
TOTAL BEGINNING EQUITY		<u>8,370,105.58</u>
TOTAL REVENUE		126,940.88
TOTAL EXPENSES		<u>213,355.43</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(86,414.55)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>8,283,691.03</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>8,486,369.63</u>

CITY OF PALMER
 BALANCE SHEET
 AS OF: JULY 31ST, 2012

04 -Land Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<hr/>			
ASSETS			
=====			
04-00-00-1001	Land - Claim on Cash	(49,230.85)	
04-00-00-1156	Notes Receivable - Land Sales	0.00	
04-00-00-1610	Land	<u>217,413.85</u>	
			<u>168,183.00</u>
TOTAL ASSETS			168,183.00
=====			
LIABILITIES			
=====			
04-00-00-2030	Land A/P Pending	0.00	
04-00-00-2512	Contribution In Aid-State	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
04-00-00-2710	Fund Balance	<u>168,183.00</u>	
TOTAL BEGINNING EQUITY			168,183.00
TOTAL REVENUE			0.00
TOTAL EXPENSES			<u>0.00</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES			0.00
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>168,183.00</u>
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP			168,183.00
=====			

BALANCE SHEET
AS OF: JULY 31ST, 2012

05 -Solid Waste

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
<hr/>		
ASSETS		

05-00-00-1001	Sanitation - Claim on Cash	1,045,530.68
05-00-00-1151	Accounts Receivable	35,201.81
05-00-00-1551	Prepaid Expense	0.00
05-00-00-1620	Buildings	52,666.67
05-00-00-1621	Bldgs-Allow For Depreciation	(21,359.71)
05-00-00-1640	Equipment	675,029.81
05-00-00-1641	Equip-Allow For Depreciation	(570,715.92)
		<u>1,216,353.34</u>
TOTAL ASSETS		1,216,353.34
<hr/>		
LIABILITIES		

05-00-00-2030	Sanitation - A,P Pending	169.69
05-00-00-2161	Accrued Wages Payable	0.00
05-00-00-2171	Accrued Payroll Taxes	0.00
05-00-00-2174	Accrued Retirement	0.00
05-00-00-2173	Pers Net Pension Obligation	0.00
05-00-00-2182	Fica Employer	0.00
05-00-00-2184	Employer Retirement	0.00
05-00-00-2194	Accrued Personal Leave	6,519.72
TOTAL LIABILITIES		<u>6,689.41</u>
<hr/>		
EQUITY		

05-00-00-2710	Fund Balance	1,588,497.42
TOTAL BEGINNING EQUITY		1,588,497.42
TOTAL REVENUE		222,072.34
TOTAL EXPENSES		600,905.83
TOTAL REVENUE OVER/(UNDER) EXPENSES		(378,833.49)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,209,663.93</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		1,216,353.34
<hr/>		

BALANCE SHEET

AS OF: JULY 31ST, 2012

08 -General CIP - Projects

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
08-00-00-1001	CIP Projects - Claim on Cash	599,641.47
08-00-00-1151	Accounts Receivable	0.00
08-00-00-1153	Misc. Accts Receivable State	0.00
08-00-00-1154	AR Grant #09-DC-513	0.00
08-00-00-1155	Homeland Security Fuel Tanks	0.00
08-00-00-1156	AR Grant 12-DC-414	0.00
08-00-00-1157	AR Grant 12-DC-415	0.00
08-00-00-1158	AR Grant 12-DC-416	6,543.60
08-00-00-1159	AR Grant 12-DC-417	0.00
08-00-00-1675	WIP	0.00
		<u>606,185.07</u>
TOTAL ASSETS		606,185.07
=====		
LIABILITIES		
=====		
08-00-00-2030	CIP Projects - A/P Pending	0.00
08-00-00-2051	Due to Other Agency	0.00
08-00-00-2220	Deferred Revenues	0.00
TOTAL LIABILITIES		<u>0.00</u>
=====		
EQUITY		
=====		
08-00-00-2710	Unassigned Fund Balance	0.00
08-00-00-2711	Nonspendable Fund Balance	0.00
08-00-00-2712	Restricted Fund Balance	0.00
08-00-00-2713	Committed Fund Balance	431,093.55
08-00-00-2714	Assigned Fund Balance	0.00
TOTAL BEGINNING EQUITY		431,093.55
TOTAL REVENUE		714,675.31
TOTAL EXPENSES		<u>539,583.79</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		175,091.52
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>606,185.07</u>
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.		606,185.07
=====		

BALANCE SHEET
AS OF: JULY 31ST, 2012

09 -General CIP - Equipment

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
09-00-00-1001	CIP Equipment - Claim on Cash	864,569.63
09-00-00-1151	Federal Grant A/R	0.00
09-00-00-1152	Misc Accounts Receivable	0.00
09-00-00-1153	Misc. Accts Receivable State	0.00
09-00-00-1154	A/R Grant #RW0000030	0.00
09-00-00-1155	2009-DJ-BX-0967 Receivable	0.00
09-00-00-1156	2010-DJ-BX-1224 Receivable	0.00
09-00-00-1157	2011 DJ-BX-3201 Receivable	0.00
		864,569.63
TOTAL ASSETS		864,569.63
LIABILITIES		
09-00-00-2030	CIP Equipment - A/P Pending	0.00
09-00-00-2051	Due To Other Agency	0.00
09-00-00-2161	Accrued Wages Payable	0.00
09-00-00-2219	Grant Deferred Revenue	8,300.00
09-00-00-2343	2009-DJ-BX-0967 Wasilla Payable	0.00
09-00-00-2344	2009-SB-B9-0912 Wasilla Payable	0.00
09-00-00-2345	2010-DJ-BX-1224 Wasilla Payable	0.00
09-00-00-2346	2011 DJ-BX-3201 Wasilla Payabl	0.00
TOTAL LIABILITIES		8,300.00
EQUITY		
09-00-00-2710	Unassigned Fund Balance	(8,300.00)
09-00-00-2711	Nonspendable Fund Balance	0.00
09-00-00-2712	Restricted Fund Balance	0.00
09-00-00-2713	Committed Fund Balance	520,469.63
09-00-00-2714	Assigned Fund Balance	0.00
TOTAL BEGINNING EQUITY		512,169.63
TOTAL REVENUE		356,447.65
TOTAL EXPENSES		12,547.65
TOTAL REVENUE OVER/(UNDER) EXPENSES		344,100.00
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		856,269.63
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.		864,569.63

CITY OF PALMER
 BALANCE SHEET
 AS OF: JULY 31ST, 2012

10 -Road Projects

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<hr/>			
ASSETS			
=====			
10-00-00-1001	Roads Claim on Cash	<u>112,205.08</u>	
			<u>112,205.08</u>
TOTAL ASSETS			<u>112,205.08</u>
=====			
LIABILITIES			
=====			
10-00-00-2030	AP Pending - Roads	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
10-00-00-2710	Unassigned Fund Balance	163,416.00	
10-00-00-2711	Nonspendable Fund Balance	0.00	
10-00-00-2712	Restricted Fund Balance	0.00	
10-00-00-2713	Committed Fund Balance	275,621.08	
10-00-00-2714	Assigned Fund Balance	<u>0.00</u>	
TOTAL BEGINNING EQUITY		112,205.08	
TOTAL REVENUE		0.00	
TOTAL EXPENSES		<u>0.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		0.00	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>112,205.08</u>	
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.			<u>112,205.08</u>
=====			

BALANCE SHEET

AS OF: JULY 31ST, 2012

15 -Golf Course

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
15-00-00-1001	Golf Course - Claim on Cash	(291,371.03)
15-00-00-1151	Accounts Receivable	50,000.00
15-00-00-1411	Inventory	138,736.18
15-00-00-1551	Prepaid Expense	0.00
15-00-00-1615	Golf Course	1,544,619.82
15-00-00-1620	Buildings	254,558.88
15-00-00-1621	Bldgs-Allow For Depreciation	(150,219.47)
15-00-00-1630	Improvements Other Than Bldgs	672,568.61
15-00-00-1631	Other-Allow For Depreciation	(279,637.73)
15-00-00-1640	Equipment	332,752.69
15-00-00-1641	Equip-Allow For Depreciation	(253,884.19)
15-00-00-1670	Dfr Chg - Debt Issuance	0.00
15-00-00-1671	Accm. Amort. Dfr. Chgs.	0.00
		<u>2,028,124.76</u>
TOTAL ASSETS		2,028,124.76
LIABILITIES		
15-00-00-2030	Golf Course - A.P Pending	0.00
15-00-00-2073	Long-term Debt Payable	66,611.53
15-00-00-2151	Accrued Interest Payable	0.00
15-00-00-2161	Accrued Wages Payable	0.00
15-00-00-2221	Gift Certificates	6,695.00
15-00-00-2322	Golf G.O. Bonds 1,995,000	0.00
15-00-00-2512	Contribution In Aid-State	0.00
15-00-00-2513	Amort. Of Contrib. From State	0.00
15-00-00-2535	Contrib.-Friends Of Golfcourse	0.00
15-00-00-2536	Report Of Contrib Fpgc	0.00
TOTAL LIABILITIES		<u>73,306.53</u>
EQUITY		
15-00-00-2710	Fund Balance	1,914,184.91
TOTAL BEGINNING EQUITY		<u>1,914,184.91</u>
TOTAL REVENUE		430,274.85
TOTAL EXPENSES		<u>389,641.53</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		40,633.32
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>1,954,818.23</u>
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.		<u>2,028,124.76</u>

BALANCE SHEET

AS OF: JULY 31ST, 2012

24 -Water/Sewer Projects Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
24-00-00-1001	Water/Sewer Capital Projects	805,547.66)
24-00-00-1015	Prepaid Misc	0.00
24-00-00-1152	Misc Accts Receivable-Federal	0.00
24-00-00-1153	Misc Accts Receivable State	0.00
24-00-00-1155	A/R Grant #671161	315.27
24-00-00-1156	A/R Grant #677221	128,577.40
24-00-00-1157	A/R Grant #07-DC-503	0.00
24-00-00-1158	A/R Grant #67107	54,562.16
24-00-00-1159	A/R Grant #67111	174,361.61
24-00-00-1160	A/R Grant #67113	4.70
24-00-00-1161	A/R Grant #67114	0.00
24-00-00-1162	A/R Grant #67115	177,195.46
24-00-00-1163	A/R Grant #67116	10,545.60
24-00-00-1164	A/R Grant #67117	292,051.55
24-00-00-1165	A/R DCCED 11-DC-329	0.00
24-00-00-1166	A/R Grant #67119	75,073.00
24-00-00-1211	W/S Assessments Receivable	(1.87)
		<u>107,137.22</u>
		107,137.22
TOTAL ASSETS		
		<u>107,137.22</u>

LIABILITIES		
=====		
24-00-00-2030	WS CIP Projects - A/P Pending	0.00
24-00-00-2100	Grant Wages Payable	222.62
24-00-00-2161	Accrued Wages Payroll	0.00
24-00-00-2171	Accrued Payroll Taxes Payable	0.00
24-00-00-2174	Accrued Retirement Payable	0.00
24-00-00-2175	Accrued Misc Other	0.00
24-00-00-2191	Deferred Compensation	0.00
24-00-00-2220	Deferred Revenue	6,474.47
		<u>6,697.09</u>
TOTAL LIABILITIES		
		<u>6,697.09</u>

EQUITY		
=====		
24-00-00-2710	Fund Balance	1,229,431.63
	TOTAL BEGINNING EQUITY	1,229,431.63
TOTAL REVENUE		
		212,218.45
TOTAL EXPENSES		
		<u>1,343,209.95</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		
		(1,128,991.50)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		
		<u>100,440.13</u>
TOTAL LIABILITIES, EQUITY & REV. OVER/(UNDER) EXP.		
		<u>107,137.22</u>

CITY OF PALMER
 BALANCE SHEET
 AS OF: JULY 31ST, 2012

50 -Drug Seizure Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<hr/>			
ASSETS			
=====			
50-00-00-1001	Drug Seizures - Claim on Cash	<u>153,421.43</u>	
			153,421.43
	TOTAL ASSETS		<u>153,421.43</u>
LIABILITIES			
=====			
50-00-00-2030	Drug Seizure - A/P Pending	<u>0.00</u>	
	TOTAL LIABILITIES		<u>0.00</u>
EQUITY			
=====			
50-00-00-2710	Fund Balance	0.00	
50-00-00-2712	Fund Balance-Restricted	<u>125,659.77</u>	
	TOTAL BEGINNING EQUITY	125,659.77	
	TOTAL REVENUE	46,798.40	
	TOTAL EXPENSES	<u>19,036.74</u>	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	27,761.66	
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>153,421.43</u>	
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		<u>153,421.43</u>
=====			

BALANCE SHEET
AS OF: JULY 31ST, 2012

52 -Police Grants Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
52-00-00-1001	Police Grants - Claim on Cash	(17,993.91)	
52-00-00-1151	Accounts Receivable	<u>24,716.08</u>	
			<u>6,722.17</u>
TOTAL ASSETS			6,722.17
=====			
LIABILITIES			
=====			
52-00-00-2030	Police Grants-A/P Pending	0.00	
52-00-00-2161	Accrued Wages Payable	0.00	
52-00-00-2182	Fica Employer	0.00	
52-00-00-2184	Employer Retirement	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			
=====			
52-00-00-2710	Fund Balance	0.00	
52-00-00-2712	Fund Balance-Restricted	<u>4,546.06</u>	
TOTAL BEGINNING EQUITY			4,546.06
TOTAL REVENUE		96,376.99	
TOTAL EXPENSES		<u>94,200.88</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		2,176.11	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>6,722.17</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			6,722.17
=====			

BALANCE SHEET

AS OF: JULY 31ST, 2012

53 -Narcotics Grants Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<hr/>			
ASSETS			
=====			
53-00-00-1001	Narc Grants - Claim on Cash	27,821.18	
53-00-00-1151	Accounts Receivable	683.45	
53-00-00-1551	Prepaid Expense	<u>0.00</u>	
			<u>28,504.63</u>
TOTAL ASSETS			28,504.63
=====			
LIABILITIES			
=====			
53-00-00-2030	Narc/AP Pending	0.00	
53-00-00-2161	Accrued Wages Payable	0.00	
53-00-00-2171	Accrued Payroll Taxes	0.00	
53-00-00-2174	Accrued Retirement	0.00	
53-00-00-2182	Fica Employer	0.00	
53-00-00-2184	Employer Retirement	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
=====			
EQUITY			
=====			
53-00-00-2710	Fund Balance	683.45	
53-00-00-2712	Fund Balance-Restricted	<u>24,452.34</u>	
TOTAL BEGINNING EQUITY			25,135.79
TOTAL REVENUE			54,187.10
TOTAL EXPENSES			<u>50,818.26</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES			3,368.84
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>28,504.63</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			28,504.63
=====			

CITY OF PALMER
 BALANCE SHEET
 AS OF: JULY 31ST, 2012

55 -Neighborhood Park Fund

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
<hr/>			
ASSETS			

55-00-00-1001	N/H Parks Claim on Cash	<u>28,149.00</u>	
			<u>28,149.00</u>
TOTAL ASSETS			<u>28,149.00</u>
LIABILITIES			

55-00-00-2030	N/H Parks A/P Pending	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
EQUITY			

55-00-00-2710	Fund Balance	0.00	
55-00-00-2713	Fund Balance-Committed	<u>27,249.00</u>	
TOTAL BEGINNING EQUITY			27,249.00
TOTAL REVENUE		900.00	
TOTAL EXPENSES		<u>0.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		900.00	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>28,149.00</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u>28,149.00</u>

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

01 -General Fund
 FINANCIAL SUMMARY

OF YEAR COMPLETED: 58.53

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Arena	281,500	400.00	151,363.63	0.00	130,136.37	53.77
Taxes	6,922,545	510,461.99	3,531,447.98	0.00	3,391,097.02	51.01
Permits & Licenses	128,500	13,899.00	131,890.50	0.00	3,390.50	102.64
Grants/ Fed Funding	754,890	693,311.61	726,219.69	0.00	28,670.39	96.20
Fees & Services	2,026,534	672,816.45	1,950,494.76	0.00	75,039.24	96.25
Fines & Forfeitures	140,000	3,908.00	26,372.00	0.00	113,628.00	18.84
Other Revenues	249,460	66,182.65	161,919.33	0.00	87,540.67	64.91
TOTAL REVENUES	10,503,429	1,960,279.70	6,672,707.89	0.00	3,823,721.19	63.60
<u>EXPENDITURE SUMMARY</u>						
<u>Administration</u>						
Manager	641,763	42,363.51	332,472.12	29.73	309,261.15	51.81
Finance	864,322	58,821.24	484,697.73	1,535.97	378,088.30	56.26
Community Development	472,932	32,987.87	270,893.56	0.00	202,038.44	57.28
City Hall Complex	82,359	8,554.49	49,898.04	924.00	31,555.96	61.71
Tourist Center	153,335	10,870.33	122,151.24	0.00	31,183.76	79.66
Community Center (Depot)	52,651	2,396.89	25,779.56	0.00	26,871.44	48.96
Elections	0	0.00	0.00	0.00	0.00	0.00
Non Departmental	194,411	0.00	194,411.00	0.00	0.00	100.00
TOTAL Administration	2,461,773	156,494.33	1,480,303.25	2,489.70	978,580.05	60.23
<u>City Council</u>						
Mayor/Council/City Clerk	430,238	27,778.95	233,662.84	529.31	196,045.85	54.43
TOTAL City Council	430,238	27,778.95	233,662.84	529.31	196,045.85	54.43
<u>Police Dept</u>						
Police Administration	2,198,584	167,126.29	1,277,489.44	0.00	921,094.56	58.11
Animal Control	4,000	0.00	2,519.00	0.00	1,481.00	62.98
State Trooper Building	30,726	575.03	9,157.63	0.00	21,568.37	29.80
Jail	3,500	0.00	260.00	0.00	3,240.00	7.43
Police Building	59,781	3,968.08	25,671.97	0.00	34,109.03	42.94
Communication Center	1,290,636	90,362.68	721,131.81	0.00	569,504.19	55.87
Police Vehicle Maint	1,000	755.18	829.48	0.00	170.52	82.95
TOTAL Police Dept	3,588,227	262,785.26	2,037,059.33	0.00	1,551,167.67	56.77
<u>Fire Dept</u>						
Fire Administration	580,221	28,678.24	316,444.03	0.00	263,777.05	54.54
Fire Building Maint	7,000	1,552.61	5,179.40	0.00	1,820.60	73.99
Fire Training Bldg Maint	0	0.00	0.00	0.00	0.00	0.00
Fire Vehicle Maintenance	17,000	1,121.44	9,662.35	0.00	7,337.65	56.96
TOTAL Fire Dept	604,221	31,352.29	331,305.78	0.00	272,915.30	54.83

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

01 -General Fund
 FINANCIAL SUMMARY

OF YEAR COMPLETED: 53.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>Public Works</u>						
Administration	902,091	54,250.75	433,146.27	0.00	552,944.73	44.26
PW Roads	452,650	18,845.64	253,440.79	0.00	199,209.21	55.99
PW Engineering	20,000	930.00	1,230.00	0.00	18,770.00	6.15
PW Street Light Maint	106,500	5,288.68	56,736.24	0.00	49,763.76	53.27
PW SOA Hwy Maintenance	6,000	0.00	0.00	0.00	6,000.00	0.00
PW Vehicle Maintenance	374,383	25,437.75	194,853.91	0.00	179,529.09	52.05
PW City Hall Maint	0	1,531.89	12,246.24	0.00	(12,246.24)	0.00
PW Comm Dev Maint	0	218.07	5,762.88	0.00	(5,762.88)	0.00
PW Fire Bldg Maint	0	792.74	3,980.09	0.00	(3,980.09)	0.00
PW Fire Vehicle Maint	0	1,055.36	14,875.33	0.00	(14,875.33)	0.00
PW Manager Vehicle Maint	0	23.44	3,331.34	0.00	(3,391.34)	0.00
PW Golf Course Maint	0	0.00	0.00	0.00	0.00	0.00
PW Jail Maint	0	0.00	17.04	0.00	(17.04)	0.00
PW Police Bldg Maint	0	1,979.33	14,999.42	0.00	(14,999.42)	0.00
PW Dispatch Maint	0	407.47	5,748.86	0.00	(5,748.86)	0.00
PW Library Maint	0	1,663.55	10,504.96	0.00	(10,504.96)	0.00
PW Snow Removal	0	0.00	0.00	0.00	0.00	0.00
PW Police Vehicle Maint	0	840.76	7,506.31	0.00	(7,506.31)	0.00
PW Arena Maint	0	678.07	3,596.94	0.00	(3,596.94)	0.00
PW Clerks Maint	0	0.00	0.00	0.00	0.00	0.00
PW Tourist Center Maint	0	46.51	332.54	0.00	(332.54)	0.00
PW Trooper Bldg Maint	0	611.19	8,561.96	0.00	(8,561.96)	0.00
PW Water Maint	0	386.24	832.45	0.00	(832.45)	0.00
PW Sewer Maint	0	70.28	2,853.99	0.00	(2,853.99)	0.00
PW Sanitation Maint	0	1,796.89	10,686.78	0.00	(10,686.78)	0.00
PW Depot Maint	0	1,211.06	9,963.34	0.00	(9,963.34)	0.00
PW Airport Maint	0	629.00	22,476.25	0.00	(22,476.25)	0.00
PW Parks & Recreation	262,476	14,404.10	202,570.48	0.00	59,905.52	77.18
TOTAL Public Works	2,214,100	133,099.18	1,286,314.41	0.00	927,785.59	58.10
<u>Community Development</u>						
Library	554,207	42,108.06	312,361.09	0.00	241,845.91	56.36
Public Assistance Grant	0	1,101.10	401.06	0.00	401.06	0.00
Other Grants	3,000	0.00	3,000.00	0.00	0.00	100.00
MTA Events Center	553,750	20,231.35	274,708.84	0.00	279,041.16	49.61
Parks & Rec	7,000	29.70	1,043.53	0.00	5,956.47	14.21
TOTAL Community Development	1,117,957	63,470.21	590,712.40	0.00	527,244.60	52.84
<hr/>						
TOTAL EXPENDITURES	10,416,516	674,980.22	5,959,358.01	3,019.01	4,454,139.06	57.24
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	86,915	1,285,999.48	720,349.88	(3,019.01)	(630,417.87)	825.34

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

02 -Water, Sewer Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Fees & Services	1,955,000	161,510.25	1,068,660.06	0.00	886,339.94	54.66
Other Revenues	22,500	13,148.45	62,471.58	0.00	(39,971.58)	277.65
TOTAL REVENUES	1,977,500	174,658.70	1,131,131.64	0.00	846,368.36	57.20
<u>EXPENDITURE SUMMARY</u>						
<u>Water, Sewer</u>						
Water Administration	887,701	63,402.89	567,655.41	0.00	320,045.59	63.95
Other Expenses	0	0.00	0.00	0.00	0.00	0.00
Sewer Administration	745,092	60,096.18	538,190.09	0.00	206,901.91	72.23
TOTAL Water/ Sewer	1,632,793	123,499.07	1,105,845.50	0.00	526,947.50	67.73
<u>WS Projects</u>						
TOTAL WS Projects	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,632,793	123,499.07	1,105,845.50	0.00	526,947.50	67.73
REVENUE OVER (UNDER) EXPENDITURES	344,707	51,159.63	25,286.14	0.00	319,420.86	7.34

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

03 -Airport Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Taxes	0	0.00	0.00	0.00	0.00	0.00
Grants/ Fed Funding	1,500	1,653.61	1,653.61	0.00	(153.61)	110.24
Fees & Services	189,563	1,789.41	104,280.06	0.00	85,282.94	55.01
Other Revenues	15,000	0.00	21,007.21	0.00	(6,007.21)	140.05
TOTAL REVENUES	206,063	3,443.02	126,940.88	0.00	79,122.12	61.60
<u>EXPENDITURE SUMMARY</u>						
<u>Airport</u>						
Administration	229,073	4,975.28	213,355.43	12,500.00	3,217.57	98.60
Other Expense	0	0.00	0.00	0.00	0.00	0.00
TOTAL Airport	229,073	4,975.28	213,355.43	12,500.00	3,217.57	98.60
TOTAL EXPENDITURES	229,073	4,975.28	213,355.43	12,500.00	3,217.57	98.60
REVENUE OVER/(UNDER) EXPENDITURES	(23,010)	(1,532.26)	(86,414.55)	(12,500.00)	75,904.55	429.88

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

04 -Land Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Other Revenues	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
<u>Land</u>						
Administration	0	0.00	0.00	0.00	0.00	0.00
TOTAL Land	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

05 -Solid Waste
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Fees & Services	430,000	36,057.65	213,374.42	0.00	216,325.58	49.69
Other Revenues	13,500	593.33	8,397.92	0.00	5,102.08	62.21
TOTAL REVENUES	443,500	36,650.98	222,072.34	0.00	221,427.66	50.07
<u>EXPENDITURE SUMMARY</u>						
<u>Sanitation</u>						
Administration	815,123	23,766.61	600,905.83	0.00	214,217.17	73.72
Other Expense	0	0.00	0.00	0.00	0.00	0.00
TOTAL Sanitation	815,123	23,766.61	600,905.83	0.00	214,217.17	73.72
TOTAL EXPENDITURES	815,123	23,766.61	600,905.83	0.00	214,217.17	73.72
REVENUE OVER/(UNDER) EXPENDITURES	(371,623)	12,884.37	(378,833.49)	0.00	7,210.49	101.94

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

08 -General CIP - Projects
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Grants	277,745	0.00	0.00	0.00	277,744.66	0.00
Grant Income	1,492,000	0.00	412,092.60	0.00	1,079,907.40	27.62
Other Revenues	453,682	45,000.00	302,582.71	0.00	151,099.45	65.69
TOTAL REVENUES	2,223,427	45,000.00	714,675.31	0.00	1,508,751.51	32.14
<u>EXPENDITURE SUMMARY</u>						
<u>General CIP - Projects</u>						
Administration	0	0.00	0.00	0.00	0.00	0.00
Administration	370,215	71.00	19,171.29	0.00	351,043.34	5.18
MTA Events Center	120,864	0.00	99,714.04	0.00	21,149.66	82.50
PW Air System	150,000	0.00	0.00	0.00	150,000.00	0.00
TOTAL General CIP - Projects	641,078	71.00	118,885.33	0.00	522,193.00	18.54
<u>State Grants</u>						
Grant #07-DC-503	0	0.00	0.00	8,940.00	8,940.00	0.00
Grant #09-DC-513	12,037	0.00	0.00	0.00	12,036.51	0.00
Grant #09-DC-517	0	0.00	0.00	0.00	0.00	0.00
Grant #12-DC-416 Mat Hail	100,000	2,669.00	67,275.56	0.00	32,724.44	67.28
Grant #12-DC-415 Fire	77,000	0.00	0.00	0.00	77,000.00	0.00
Grant #12-DC-414 MTA Ctr	400,000	1,078.00	348,764.04	0.00	51,235.96	87.19
Grant #12-DC-417 ADA	100,000	0.00	0.00	0.00	100,000.00	0.00
Grant #13-DC-411 MTA Ctr	725,000	0.00	0.00	0.00	725,000.00	0.00
Grant #13-DC-233 Improve	167,000	0.00	0.00	0.00	167,000.00	0.00
Grant #13-DC-135 Sidewalk	0	0.00	0.00	0.00	0.00	0.00
Grant #13-DC-175 Storm	0	0.00	0.00	0.00	0.00	0.00
Grant #13-DC-421 Pub Saf	0	0.00	0.00	0.00	0.00	0.00
Safe Routes to School	0	4,658.86	4,658.86	0.00	4,658.86	0.00
ASHO Grant	213,682	0.00	0.00	0.00	213,682.16	0.00
TOTAL State Grants	1,794,719	8,605.86	420,698.46	8,940.00	1,365,080.21	23.94
<u>Federal Grants</u>						
2009 SS T9-0007	0	0.00	0.00	0.00	0.00	0.00
TOTAL Federal Grants	0	0.00	0.00	0.00	0.00	0.00
<u>General CIP - Projects</u>						
General CIP - Projects	0	0.00	0.00	0.00	0.00	0.00
General CIP - Projects	23,212	0.00	0.00	0.00	23,212.00	0.00
General CIP - Projects	30,000	0.00	0.00	0.00	30,000.00	0.00
TOTAL General CIP - Projects	53,212	0.00	0.00	0.00	53,212.00	0.00
TOTAL EXPENDITURES	2,489,009	8,676.86	539,583.79	8,940.00	1,940,485.21	22.04
REVENUE OVER/(UNDER) EXPENDITURES	(255,582)	36,323.14	175,091.52	(8,940.00)	431,733.70	62.56-

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

09 -General CIP - Equipment
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Grants	0	0.00	0.00	0.00	0.00	0.00
Grants, Fed Funding	19,335	0.00	12,347.65	0.00	6,987.22	63.86
Fees & Services	0	0.00	0.00	0.00	0.00	0.00
Grant Income	0	0.00	0.00	0.00	0.00	0.00
Other Revenues	355,379	0.00	344,100.00	0.00	11,278.76	96.83
TOTAL REVENUES	374,714	0.00	356,447.65	0.00	18,265.98	95.13
<u>EXPENDITURE SUMMARY</u>						
<u>General CIP - Equipment</u>						
Administration	489,697	0.00	12,347.65	314,138.00	163,211.42	66.67
TOTAL General CIP - Equipment	489,697	0.00	12,347.65	314,138.00	163,211.42	66.67
<u>DOE Energy Grant</u>						
DOE Energy Grant	10,164	0.00	0.00	0.00	10,163.94	0.00
TOTAL DOE Energy Grant	10,164	0.00	0.00	0.00	10,163.94	0.00
TOTAL EXPENDITURES	499,861	0.00	12,347.65	314,138.00	173,375.36	65.32
REVENUE OVER/(UNDER) EXPENDITURES	(125,147)	0.00	344,100.00	314,138.00	(155,109.38)	23.94-

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

10 -Road Projects
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Other Revenues	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>						
<u>General CIP - Projects</u>						
General CIP - Projects	10,262	0.00	0.00	0.00	10,262.00	0.00
General CIP - Projects	78,013	0.00	0.00	0.00	78,012.62	0.00
General CIP - Projects	23,930	0.00	0.00	0.00	23,930.46	0.00
TOTAL General CIP - Projects	112,205	0.00	0.00	0.00	112,205.08	0.00
TOTAL EXPENDITURES	112,205	0.00	0.00	0.00	112,205.08	0.00
REVENUE OVER/(UNDER) EXPENDITURES	(112,205)	0.00	0.00	0.00	112,205.08)	0.00

CITY OF PALMEP.
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2012

15 -Golf Course
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Fees & Services	612,000	73,390.25	328,597.35	0.00	283,302.65	53.71
Rentals/Sales	268,000	41,558.70	101,571.62	0.00	166,428.38	37.90
Other Revenues	1,200	0.00	5.93	0.00	1,194.12	0.49
TOTAL REVENUES	881,200	114,948.95	430,274.85	0.00	450,925.15	48.83
<u>EXPENDITURE SUMMARY</u>						
<u>Golf Course</u>						
Administration	853,788	145,578.05	389,641.53	0.00	464,146.47	45.64
Other Expense	0	0.00	0.00	0.00	0.00	0.00
TOTAL Golf Course	853,788	145,578.05	389,641.53	0.00	464,146.47	45.64
TOTAL EXPENDITURES	853,788	145,578.05	389,641.53	0.00	464,146.47	45.64
REVENUE OVER/(UNDER) EXPENDITURES	27,412	(30,629.10)	40,633.32	0.00	(13,221.32)	148.23

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

24 -Water/Sever Projects Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 56.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Grants	3,827,989	0.00	219,218.45	0.00	3,608,770.51	5.73
Other Revenues	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,827,989	0.00	219,218.45	0.00	3,608,770.51	5.73
<u>EXPENDITURE SUMMARY</u>						
<u>Federal Grants</u>						
Grant #671161	25,230	0.00	5,234.64	0.00	19,995.47	20.75
Grant #677221	94,935	1,125.00	89,210.44	0.00	5,724.09	93.97
TOTAL Federal Grants	120,165	1,125.00	94,445.08	0.00	25,719.56	78.60
<u>State Grants</u>						
Grant #67107 WTP Ph #3	6,667	0.00	0.00	0.00	6,667.00	0.00
Grant #67111 Water Impro	14,486	0.00	8,755.25	0.00	5,730.27	60.44
Grant #67113 Water Main	668,216	0.00	0.00	0.00	668,216.45	0.00
Grant #67114 WTP Improv	0	0.00	0.00	0.00	0.00	0.00
Grant #67115 Steel Wtr	216	0.00	0.00	0.00	216.41	0.00
Grant #67116 SW Extensio	331,849	0.00	38,880.62	0.00	292,968.79	11.72
Grant #67117 Wtr Main #7	900,366	0.00	0.00	0.00	900,366.25	0.00
Grant #67119 SW Ext IIb	1,750,000	245,897.75	787,075.55	0.00	962,924.45	44.98
TOTAL State Grants	3,671,801	245,897.75	834,711.43	0.00	2,837,089.62	22.73
<u>City Match Funds</u>						
Grant #67107 City Match	154,266	0.00	0.00	0.00	154,265.60	0.00
Grant #67113 City Match	0	0.00	0.00	0.00	0.00	0.00
Grant #67114 City Match	0	0.00	0.00	0.00	0.00	0.00
Grant #67115 City Match	0	0.00	0.00	0.00	0.00	0.00
Grant #67116 City Match	144,283	0.00	16,663.12	0.00	127,619.64	11.55
Grant #67117 City Match	724,656	0.00	0.00	0.00	724,656.42	0.00
Grant #67119 City Match	750,000	105,384.75	337,318.10	0.00	412,681.90	44.98
TOTAL City Match Funds	1,773,205	105,384.75	353,981.22	0.00	1,419,223.56	19.96
<u>State Grants</u>						
Grant #07-DC-503	37,098	0.00	6,400.00	0.00	30,697.65	17.25
Grant #11-PC-529	0	0.00	0.00	0.00	0.00	0.00
TOTAL State Grants	37,098	0.00	6,400.00	0.00	30,697.65	17.25

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2012

24 -Water/Sewer Projects Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>DEPT 01</u>						
Alaska Street	0	0.00	0.00	0.00	0.00	0.00
DCCED	162,639	0.00	58,672.22	0.00	103,966.45	36.08
Grant # 13-DC-043	0	0.00	0.00	0.00	0.00	0.00
Grant # 13-DC-318	0	0.00	0.00	0.00	0.00	0.00
Grant # 13-DC-527	0	0.00	0.00	0.00	0.00	0.00
ADEC	0	0.00	0.00	0.00	0.00	0.00
ARRA W.WTP	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEPT 01	162,639	0.00	58,672.22	0.00	103,966.45	36.08
<u>Grants Pool</u>						
Grants	0	0.00	0.00	0.00	0.00	0.00
TOTAL Grants Pool	0	0.00	0.00	0.00	0.00	0.00
<hr/>						
TOTAL EXPENDITURES	5,764,907	352,407.50	1,348,209.95	0.00	4,416,696.84	23.39
<hr/>						
REVENUE OVER/(UNDER) EXPENDITURES	(1,936,918)	(352,407.50)	(1,128,991.50)	0.00	(007,926.33)	58.29

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

50 -Drug Seizure Fund
 FINANCIAL SUMMARY

OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Other Revenues	0	0.00	46,798.40	0.00	(46,798.40)	0.00
TOTAL REVENUES	0	0.00	46,798.40	0.00	(46,798.40)	0.00
<u>EXPENDITURE SUMMARY</u>						
<u>Drug Seizure</u>						
Administration	0	1,326.61	19,036.74	0.00	(19,036.74)	0.00
TOTAL Drug Seizure	0	1,326.61	19,036.74	0.00	(19,036.74)	0.00
TOTAL EXPENDITURES	0	1,326.61	19,036.74	0.00	(19,036.74)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	(1,326.61)	27,761.66	0.00	(27,761.66)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: JULY 31ST, 2012

52 -Police Grants Fund

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Fees & Services	179,763	15,029.30	96,376.99	0.00	83,386.01	53.61
Grant Income	0	0.00	0.00	0.00	0.00	0.00
Other Revenues	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	179,763	15,029.30	96,376.99	0.00	83,386.01	53.61
<u>EXPENDITURE SUMMARY</u>						
<u>Police Grants</u>						
DUI Administration	0	0.00	0.00	0.00	0.00	0.00
DUI/ Seatbelt	73,513	57.22	15,328.00	0.00	58,185.00	20.85
COPS Grant	0	0.00	0.00	0.00	0.00	0.00
Overtime/ Equip Grants	0	0.00	0.00	0.00	0.00	0.00
Bureau Hwy Patrol	107,461	13,423.08	78,872.88	0.00	28,588.12	73.40
Grant Overtime	0	0.00	0.00	0.00	0.00	0.00
TOTAL Police Grants	180,974	13,480.30	94,200.88	0.00	86,773.12	52.05
TOTAL EXPENDITURES	180,974	13,480.30	94,200.88	0.00	86,773.12	52.05
REVENUE OVER/(UNDER) EXPENDITURES	(1,211)	1,549.00	2,176.11	0.00	5,387.11)	179.70-

CITY OF FALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

53 -Narcotics Grants Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Grants/ Fed Funding	98,105	0.00	54,187.10	0.00	43,917.90	55.23
Rentals/Sales	0	0.00	0.00	0.00	0.00	0.00
Other Revenues	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	98,105	0.00	54,187.10	0.00	43,917.90	55.23
<u>EXPENDITURE SUMMARY</u>						
<u>Narcotics Grants</u>						
Byrne Memorial J&G	99,013 (1,396.37)	50,818.26	0.00	48,194.74	51.32
DEA	0	0.00	0.00	0.00	0.00	0.00
TOTAL Narcotics Grants	99,013 (1,396.37)	50,818.26	0.00	48,194.74	51.32
TOTAL EXPENDITURES	99,013 (1,396.37)	50,818.26	0.00	48,194.74	51.32
REVENUE OVER/(UNDER) EXPENDITURES	(908)	1,396.37	3,368.84	0.00 (4,276.84)	371.02-

CITY OF PALMER
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2012

55 -Neighborhood Park Fund
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
Grant Income	0	0.00	900.00	0.00	(900.00)	0.00
Other Revenues	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	900.00	0.00	(900.00)	0.00
<u>EXPENDITURE SUMMARY</u>						
<u>Neighborhood Parks</u>						
Administration	12,000	0.00	0.00	0.00	12,000.00	0.00
TOTAL Neighborhood Parks	12,000	0.00	0.00	0.00	12,000.00	0.00
TOTAL EXPENDITURES	12,000	0.00	0.00	0.00	12,000.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	(12,000)	0.00	900.00	0.00	(12,900.00)	7.50-

City of Palmer
Sales Tax by Month

6/30/2012

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	% Increase
1989	76,423	61,202	62,538	67,088	64,890	67,442	83,260	74,044	77,233	106,745	69,268	70,616	880,749	
1990	82,937	67,597	65,406	77,431	75,943	79,706	88,028	85,132	110,008	91,335	78,827	78,552	980,902	11.37%
1991	84,276	75,270	72,516	84,104	77,555	95,851	95,166	88,383	114,121	87,397	79,995	74,758	1,029,392	4.94%
1992	91,182	74,597	71,153	84,412	81,277	88,656	102,521	95,196	133,065	99,994	119,679	49,641	1,091,373	6.02%
1993	109,569	80,220	85,937	95,686	93,542	97,126	114,153	103,232	141,162	106,242	92,887	90,843	1,210,599	10.92%
1994	102,639	79,352	82,374	96,231	86,618	98,336	114,083	105,095	150,319	142,250	102,107	89,968	1,249,372	3.20%
1995	101,875	85,838	83,602	99,989	97,360	101,265	124,858	112,489	191,853	124,381	115,996	102,361	1,341,867	7.40%
1996	112,849	87,339	89,243	110,658	146,766	155,629	183,411	172,353	289,583	202,486	166,779	209,263	1,926,359	43.56%
1997	170,961	137,534	132,217	163,301	152,424	167,380	193,197	176,598	208,507	290,229	176,063	164,792	2,133,203	10.74%
1998	176,240	142,057	151,477	171,011	161,539	168,259	198,802	196,863	284,671	259,506	178,007	163,987	2,252,419	5.59%
1999	194,093	145,276	154,560	174,036	178,355	179,554	230,562	196,284	318,474	241,447	159,807	174,481	2,346,929	4.20%
2000	185,928	153,918	161,346	185,146	180,359	197,282	233,419	210,406	336,955	264,676	189,281	165,552	2,464,268	5.00%
2001	163,553	162,982	182,814	185,867	185,432	312,358	232,919	239,980	333,084	297,106	218,167	246,536	2,760,798	12.03%
2002	207,921	190,692	191,351	237,435	220,018	238,301	246,102	278,748	336,020	319,442	241,272	207,114	2,914,416	5.56%
2003	203,498	209,025	186,758	235,413	254,403	231,775	263,289	278,383	376,708	327,150	250,104	249,583	3,066,089	5.20%
2004	228,226	231,837	219,356	275,993	265,272	284,033	326,028	321,488	401,481	412,814	241,974	432,221	3,640,723	18.74%
2005	333,435	236,646	276,517	286,111	292,604	226,034	439,214	328,945	383,728	429,685	332,521	263,794	3,829,234	5.18%
2006	334,738	249,781	284,172	296,168	277,998	338,732	335,987	264,709	505,430	437,314	313,311	336,479	3,974,819	3.80%
2007	371,846	304,335	269,974	345,759	302,514	373,884	351,818	372,026	462,341	503,022	358,036	365,958	4,381,513	10.23%
2008	399,028	349,778	289,982	351,739	324,163	400,090	416,773	343,055	488,015	638,185	336,078	391,885	4,728,771	7.93%
2009	439,940	374,586	303,507	350,185	327,760	427,052	400,003	397,588	504,191	470,349	426,730	390,230	4,812,121	1.76%
2010	512,639	221,932	452,534	406,134	374,133	389,014	447,923	425,267	573,302	527,292	368,576	395,986	5,094,732	5.87%
2011	560,471	333,864	393,462	431,467	431,221	444,462	461,402	497,980	589,507	568,042	565,442	420,197	5,697,517	11.83%
2012	431,143	373,792	437,551	444,552	430,164	468,227	497,954							
2012-2011	(129,328)	39,928	44,089	13,085	(1,057)	23,765	36,552	72,713	16,205	40,750	196,866	24,211		
% from PY	-23.07%	11.96%	11.21%	3.03%	-0.25%	5.35%	7.92%	14.60%	2.75%	7.17%	34.82%	5.76%		

* Sales tax rate was increased to 3% in April 1996

*** Tax cap increase \$500 to \$1000 eff 3/1/07

City of Palmer Legal Fees

2012 Budget		YTD Paid Through July	
\$	174,783.00	\$	174,082.00



Item I – Action Memoranda

**CITY OF PALMER
ACTION MEMORANDUM NO. 12-059**

Subject: Authorize the City Manager to Award and Execute a Contract for the Purchase of Front Loading Dumpsters to Capital Industries in the Amount of \$16,665

Agenda of: August 28, 2012

Council Action: _____

Approved for presentation by:

<p>City Manager City Attorney City Clerk</p>	<p><u>Douglas B. Griff</u> _____ <u>JR</u> _____</p>
--	--

Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>16,665</u>
This legislation (✓):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input checked="" type="checkbox"/> A negative fiscal impact in the amount of:	\$ <u>16,665</u>
<input type="checkbox"/> A positive fiscal impact in the amount of:	\$ _____
<input checked="" type="checkbox"/> Funds are budgeted from this (these) line item(s):	
➤ 05-01-10-6053	\$ <u>16,665</u>
➤	\$ _____
<input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):	
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	<u>JR</u>

Attachment(s):

- Dumpster Request for Quotations (RFQ) and Specifications
- Environmental Metal Works Price Quote
- Capital Industries Price Quote

Summary statement: On July 2, 2012, the City released Request for Quotations (RFQ) 12-012Q to supply front loading style four cubic yard and eight cubic yard dumpsters for a total of 11 dumpsters.

The RFQ was released to three companies and two responded with the following results:

Environmental Metal Works.....	\$18,395.00
Capital Industries	\$16,665.00

The Administration recommends awarding the purchase to Capital Industries in the amount of \$16,665.00.

This budgeted purchase replaces old dumpsters which are not repairable and is part of our ongoing dumpster replacement program.

Administration recommendation: Approve action memorandum 12-059.

**City of Palmer
Public Work Department
Request for Quotation (RFQ)**

Work Order No: 2966
RFQ Issue Date: July 2, 2012

RFQ No: 12-012Q
RFQ Title: Front Load Dumpsters

RFQ Due Date: July 30, 2012 at 11:00 a.m. AKDT
--

Item No:	Description	Quantity	Unit	Unit Cost	Total
1	8 yard Standard Front Load Dumpster	4	Each		
2	4 yard Standard Front Load Dumpster	7	Each		
3	Shipping	1	Lot		

Total	\$
-------	----

**FOB Destination:
City of Palmer, Public Works Department,
1316 South Bonanza Street, Palmer, Alaska 99645**

The City of Palmer is currently requesting quotes for the above items. All quotes will need to meet FOB requirements. Quotes may be e mailed to address listed gwickham@palmerak.org or faxed to # (907)-745-3203 prior to the due date and time specified (July 30, 2012 at 11:00 a.m. AKDT) When sending any correspondence pertaining to this quote please reference the Work order Number 2966 and RFQ Number 12-012Q. Attention: Greg Wickham City of Palmer Public Works Department Superintendent.

This RFQ includes the following pages RFQ (Page 1 OF 3) and Specifications (Page 2 OF 3) (Page 3 OF 3).

The bidder hereby proposes to furnish all materials which meet the attached specifications to the FOB destination at the prices established on this RFQ within 45 days from notice to proceed. The notice to proceed is anticipated to be on August 28th 2012. The pricing will need to be honored for up to 90- days.

Specifications for 'NESTABLE' Front Load Container

It is the intent of these specifications to describe a 3.0 & 4.0 yard front load NESTABLE container and 8 yard standard containers. Containers must conform in quality and workmanship to those furnished the trade by a manufacturer who regularly manufactures such containers. Containers should be designed to function in a front-loading packer system, without modification.

All parts or design criteria not specifically mentioned but which are necessary to provide a quality container shall be included in this tender. The container must conform to the following minimum specifications:

1. Dimensions

	3 yd Nest able	4 yd Nest able	8 yd Standard
Depth	42" I.D.	52" I.D.	71" I.D.
Width	71.5	71.5	71.5
Height	50"	50"	86"
Front loading height	45"	45"	53"

2. Construction

All walls (front, bottom, rear and sides) shall be a minimum of 12-gauge steel. All seams to be continuously welded on the inside and skip welded on the outside and the container shall be watertight. Ends are to be one-piece construction with min 3/4" flanges on 3 sides to wrap around container body. Container top edge opening shall be reinforced with interlocking formed channels of not less than 12 gauge steel. Container to have a 2" drain plug.

3. Skids

Containers shall have two (2) full length skids either 12 G.A. formed channel or 3" 4.1# structural channel.

4. Fork Pockets

Pockets shall be constructed of 11 gauge steel minimum, 36" long formed into channel. Bottom of pocket to be reinforced with either angle or gussets at least 3/16" thick steel.

5. Lids

Container lids shall be single double wall plastic lids, w/ zinc plated hinge rod. Brand shall be Dura-Flex double wall or equal.

6. Paint

Welded slag shall be removed and all rough edges shall be ground smooth. The container shall be coated with one (1) coat primer on all surfaces inside and outside. Two (2) coats weather resistant enamel on inside and outside. Color to be Forest Green.

7. Welding

Welding to be performed by certified welders to Code 1.1/D 1.3. All welds will be subject to random testing for integrity and strength.

Environmental Metal Works, Ltd.
Two Hills, Alberta, Canada

780-657-2035

Date: July 10, 2012
Tender: RFQ No: 12-012Q
Work Order Number 2966

4 - 8 cubic Yard Front Load garbage Bins
7 - 4 Cubic Yard Front Load Garbage Bins

Customer: City of Palmer

Attention: City of Palmer Public Works Department
Greg Wickham
231 West Evergreen Avenue
Palmer, Alaska 99645

Pricing and Specifications

Dimensions

	4 yd Nestab	8 yd Standard
Depth	53" I.D.	71" I.D.
Width	71.5	71.5
Height	56"	75"
Front Loading Height	48"	53"

Front Load Garbage Bins	
1	12 gauge H.R. sheet steel welded, with flat top construction
2	All seams to be continuously welded on the inside and skip welded on the outside and the container shall be watertight.
3	Fully welded lifting pockets on each side
4	2 - 2" x 2" welded supports under dumpster on each side for lifting
5	1 - 2" drain hole located at bottom right side 2" up from base
6	1 - 2" plastic drain plug
7	Primed & Painted Forest Green
8	(2) Double Ply Plastic Lids

		Unit Cost	Total Cost
4	8 yd Front Load	\$1,233.00	\$4,932.00
7	4 yd Front Load	\$798.00	\$5,586.00
1	Freight	\$7,877.00	\$7,877.00
		Total	\$18,395.00
	All Prices Quoted in US Dollars		

Capital Industries
Seattle, WA

206-762-8585

City of Palmer
Public Work Department
Request for Quotation (RFQ)

Work Order No: 2966
RFQ Issue Date: July 2, 2012

RFQ No: 12-012Q
RFQ Title: Front Load Dumpsters

RFQ Due Date: July 30, 2012 at 11:00 a.m.
AKDT

Item No:	Description	Quantity	Unit	Unit Cost	Total
1	8 yard Standard Front Load Dumpster	4	Each	\$1250. ⁰⁰	\$5,000. ⁰⁰
2	4 yard Standard Front Load Dumpster	7	Each	\$865. ⁰⁰	\$6,055. ⁰⁰
3	Shipping	1	Lot	\$560. ⁰⁰	\$5,600. ⁰⁰
Total					\$16,655. ⁰⁰

FOB Destination:
City of Palmer, Public Works Department,
1316 South Bonanza Street, Palmer, Alaska 99645

The City of Palmer is currently requesting quotes for the above items. All quotes will need to meet FOB requirements. Quotes may be e mailed to address listed gwickham@palmerak.org or faxed to # (907)-745-3203 prior to the due date and time specified (July 30, 2012 at 11:00 a.m. AKDT) When sending any correspondence pertaining to this quote please reference the Work order Number 2966 and RFQ Number 12-012Q. Attention: Greg Wickham City of Palmer Public Works Department Superintendent.

This RFQ includes the following pages RFQ (Page 1 OF 3) and Specifications (Page 2 OF 3) (Page 3 OF 3).

The bidder hereby proposes to furnish all materials which meet the attached specifications to the FOB destination at the prices established on this RFQ within 45 days from notice to proceed. The notice to proceed is anticipated to be on August 28th 2012. The pricing will need to be honored for up to 90- days.

and the size of the parcel to be leased, Administration requests that the Council determine that an appraisal of the property is unnecessary as permitted by PMC 3.20.090 C.1.

Background: The City recently acquired this parcel of land as an exchange with Granite Construction. The parcel is a former homestead that contains an area that was previously under cultivation. A vacant single family residence is also located on this parcel.

The formerly cultivated portion of the parcel is located south of an existing two story building on the property and is suitable for the small scale agricultural activity proposed by Mr. Smeenk. The proposed lease is for one year with the potential for two one-year extensions.

Revenue from an agricultural land lease was not anticipated when the current Budget was approved, and a Budget modification is required to establish this revenue account.

The City Building Inspector and Public Works Director inspected the property and building in June and July 2011 as part of the City's review of the proposed Granite land exchange and in their opinion, the two story residential building could be used as an office with some investment in electrical upgrades. The City needs to explore the potential of offering the building for lease as office space. Since the City is not experienced in leasing out office space, it is recommended that the services of a local property management company be used to make recommendations on any upgrades that might be required and to determine the current fair market lease value of the property. Ideally, the property management company would also act as the City's agent in renting the property.

Administration recommendation: Approve action memorandum 12-061.

SPECIFICATIONS FOR AGRICULTURAL LEASE

The City will make available to the Lessee/Proposer for a one year period approximately one and one-half (1.5) acres of land located at 2390 S. Glenn Highway for growing and harvesting vegetables. The property shall not be used for any other purpose. The Lessee/Proposer shall have an option for an additional two years (2) year period based on the City's satisfaction with past performance.

Lessee/Proposer agrees to cut grass within five feet of the existing residential structure,

Lessee/Proposer agrees to indemnify and hold harmless the City Of Palmer from any acts of liability or property damage incurred during the lease period.

Minimum bid is \$50 per acre,

Successful Lessee agrees to sign a Lease Agreement with the City of Palmer. Sample Agreement is attached.

Lessee/Proposer bid is \$ 66.66 per acre.

Bidder/Proposer's contact information

NAME: Jeff Smeenk
ADDRESS: 506 E Fireweed Ave (Palmer)
PHONE: 746-2773
jeff.smeenk@gmail.com

Jeff Smeenk
Bidder's Signature

Aug 8, 2012
Date

To: Douglas Griffin, Palmer City Manager
From: Jeff Smeenk, Alaska Specialty Crops
Date: June 28, 2012
RE: Rental of City of Palmer land at 2239 Glen Highway

Hello Mr. Griffin,

I am interested in renting the 1.5 acre field adjacent to the two story home at 2239 Glen Highway. I recognize that the city needs flexibility in their plans so I propose to rent the land with an annual (June 1st to June 1st) lease. This arrangement would allow me to remove any perennial crops in May (after the ground thaws) if the City needs the land for other purposes.

Proposed Field Management:

Appearance:

With this field being very visible from the Glen Highway the property will be maintained in a fashion that will both reflect well on the City of Palmer and serve as a promotion to Alaska Specialty Crops.

Pest Management:

To keep the weed pressure down I may plant the perennials through black landscape fabric. With other crops a combination of organic and herbicide strategies will be used. Insect pests and diseases will be primarily controlled through organic methods but legal pesticides may be used as a last resort.

Soil Management:

Both organic nutrient sources and conventional fertilizers will be used. Since this property is adjacent to the Glen Highway keeping the dust down is a major consideration. Bare soil will be minimized through the use of cover crops. In the event that a 'Palmer Wind' occurs before the vegetative cover has been established the production area will be irrigated to minimize dust blowing on the highway.

Proposed Rental Arrangement:

While I am open to a cash rental agreement it may be to both party's advantage for me to maintain the lawn of the house on the property in exchange for the use of the farm field. Since this property is a bit removed from the rest of the city's parcels I estimate that I will take 2-3 hours per week for the city's crew to get the tractor to the site, cut the lawn, and return to Palmer.

Using the exterior hose attachments on the house adjacent to the field would simplify my irrigation needs and so I would be glad to pay the water expense for the house from May through September.

I don't plan on storing any agricultural implements at this location so I don't anticipate any interference with the parking needs of future tenants of the house. It actually may be more feasible to bring in farming equipment through the right-of-way rather than through the parking area by the house.

I would be glad to supply agricultural references if requested.

Jeff Smeenk

Alaska Specialty Crops

jeff.smeenk@gmail.com

746-2773



DEPARTMENT OF COMMUNITY DEVELOPMENT

Sandra Garley
Director

David Meneses
Building Inspector

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99645-8748
Phone: 907-745-3709
Fax: 907-745-5443
www.cityofpalmer.org

MEMORANDUM

TO: Sandra Garley
FROM: David Meneses
DATE: 6/22/2011
SUBJECT: Building at 2390 S. Glenn Highway

This is to provide information on the structure at the above listed location. The evaluation looked at the current condition of the structure.

The structure is a full concrete basement with a wood frame residential structure above grade.

Foundation: The foundation appears to be poured concrete 8" thick. There were no visible cracks or defect upon inspection.

1st & 2nd Floor: The 1st & 2nd floors are standard wood frame construction. There was no evidence noted that the structure was in failure.

Plumbing: The water piping is CPVC piping. The waste and Vent system is a combination of different pipes. Black Ferris Pipe is used for the gas line system. There would be some repairs need to bring the systems up to code standards.

Electrical: The electrical system in the building would is in need of upgrades to the wiring to meet the current standards. There are many different types of wiring and 2 and 3 prong outlets.

Mechanical: The Heating system is forced air. The furnce appears to be in good condition but should be serviced.

City of Palmer

The opinions shared are based on a visual inspection only. The structure shows no evidence of failure. With some repairs this structure could be used in both residential and office space.

Please let me know if you have any questions.

Sandra Garley

From: Tom Cohenour
Sent: Monday, July 11, 2011 7:40 AM
To: Sandra Garley
Cc: Douglas Griffin; Tom Cohenour
Subject: Granite Land Swap

Sandra,

Steve Connelly, Resource Manager with Granite Construction, and I met at the parcel of land along the north side of Glenn Highway known as the Church property. This parcel of land is approximately 14.39 acres, nearly half of which is under water or land sloping to the water. The land is generally flat and a few feet lower than the Glenn Highway with a wide buffer of trees along the north property line. See attached Preliminary Plat of Granite Lakes Estates Subdivision by DOWL HKM.

Steve and I also visited the 5.56 acre parcel a short distance south of the Church property. This parcel, which is a former gravel pit, has varied elevation contours as can be seen on the attached Existing Contour Map. The land is generally much lower than the highway.

Both the 14.39 acre and 5.56 acre parcel have highway frontage and water frontage. Because approximately half of the 14.39 acre parcel is taken up by water and ground sloping to the water, I would consider both parcels to contain more or less the same useable land area. In my opinion, the 14.39 acre parcel is more attractive for the City to own than the 5.56 acre parcel because of the following:

1. Closer in elevation to the Glenn Highway for ease of traffic ingress & egress.
2. Flat ground with field would be more convenient for immediate City use.
3. House on property which City could rent thereby generating revenue.
4. Good potential for future access road along north property line thereby giving access on two sides.
5. Flat ground less costly to develop than widely varying terrain on former gravel pit parcel.

Attached is a photo showing the approximate boundary of both parcels.

Regards,

Tom



14.39 Acres
Granite Lakes Sub..



5.56 Acres
(Granite).pdf



Granite Land Swap
Parcels.pdf

Thomas E. Cohenour
Director of Public Works
City of Palmer
907-745-3400

Agricultural Lease Agreement

This is a lease between _____, herein after "Lessee", whose address is _____ Palmer, Alaska 99645 and CITY OF PALMER an Alaska Municipal Corporation, hereinafter, "Lessor", whose address is 231 W. Evergreen Avenue, Palmer, Alaska 99645.

1. Property and Rent. The property leased hereby and the rent are described in the addendum attached hereto and incorporated herein.
2. Term. The term of this lease is from the date hereof until _____ 2013. The lessee shall have an option to request Council approval of two additional one year periods based upon the City's satisfaction with the Lessee's performance.
3. Use of Property. The property shall be used only for the growing and harvesting of garden vegetables. The Property shall not be used for any other purpose.
4. Operations on Property. All operations conducted on the property by the Lessee as incidents of the use specified in paragraph 3 of this lease shall be conducted by the Lessee in accordance with the best course of husbandry practiced in the Matanuska-Susitna Borough. Should the Lessee fail to take any action required by said best course of husbandry or should the Lessee fail to conduct any operation undertaken by him on the Property in accordance with said best course of husbandry, the Lessor may, after serving ten (10) days written notice of such failure on the Lessee in the manner provided for service of notices in this lease, enter the Property and terminate this Lease.
5. Waste or Nuisance. The Lesser shall not commit or permit the commission by others of any waste on the Property, the Lessee shall not maintain, commit or permit the maintenance of commission of any nuisance on the Property; and the Lessee shall not use or permit the use of the Property for any unlawful purpose.
6. Insurance Hazards. The Lessee shall not commit or permit the commission of any hazardous acts on the Property nor use or permit the use of the Property in any manner that will increase the existing rates for or cause the cancellation of any insurance policy insuring the Property. The Lessee shall, at his own cost and expense, comply with any and all requirements of the Lessor's insurance carriers necessary for the continued maintenance at reasonable rates of reasonable insurance on the Property.
7. Maintenance. The Lessee shall, at his own cost and expense, keep and maintain the Property in good order and in as safe and clean a condition as they were when received by him from the Lessor.
8. Alterations and Liens. The Lessee shall not make or permit any other person to make any alterations to the Property or to any improvement thereon on facility appurtenance

thereto without the prior written consent of the Lessor. The Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee. The above notwithstanding, Lessee may allow a lien or mortgage on the crop only, provided said crop lien or mortgage is only for the then current year's crop only, and further provided Lessee is not in default and that the first of the semi-annual installments for the current year has been made.

9. Inspection by Lessor. The Lessee shall permit the Lessor or the Lessor's agents, representatives, or employees to enter the Property at all reasonable times for the purpose of inspecting the Property to determine whether the Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Property.

10. Acceptance by Lessee. The Lessee accepts the Property in its present condition. The Lessee agrees with, and represents to the Lessor, that the Property has been inspected by him and that he has been assured by means independent of the Lessor or any agent of the Lessor of the truth of all facts material to this Lease and that the Property is being leased by the Lessee as a result of his inspection and investigation and not as a result of any representations made by the Lessor or any agent of the Lessor.

11. Hold Harmless. The Lessee agrees to indemnify and hold the Lessor and the Property free and harmless from any and all claims, liability, loss, damage, or expense resulting from the Lessee's occupation and use of the Property, specifically including without limitations any claims, liability, loss, or damage arising:

- a) By reason of the injury to person or property, from whatever cause, while in or on the Property or in any way connected with the Property or with the personal property in or on the Property including any liability for injury to the person or personal property of the Lessee, his agents, officers, or employees;
- b) By reason of any work performed on the Property or materials furnished to the Property at the instance or request of the Lessee, his agents, or employees;
- c) By reason of the Lessee's failure to perform any provision of this lease or to comply with any requirement imposed on him or on the Property by any duly authorized governmental agency or political subdivision;
- d) Because of the Lessee's failure or inability to pay as they become due any obligations incurred by him in the agricultural operations to be conducted by him on the Property.

12. Subleasing and Assigns. The Lessee shall not encumber, assign, sublet, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Property, and any such transfer, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease. Neither shall the Lessee allow any other persons, other than the Lessee's agents and employees, to occupy or use the Property or any part thereof.

13. Abandonment by Lessee. Should the Lessee breach any provision of this Lease or abandon the Property prior to the natural termination of the term of this Lease, the Lessor may:

- a) Continue this Lease in effect by not terminating the Lessee's right to possession of the Property, in which event the Lessor shall be entitled to enforce all his rights and remedies under this Lease, including the right to recover the rent specified in this Lease as it becomes due under this Lease; or
- b) Terminate this Lease and recover from the Lessee:
 - i. All rents that would come due under this Lease;
 - ii. Any other amount necessary to compensate the Lessor for all detriment proximately caused by the Lessee's failure to perform his obligations under the Lease.

14. Default by Lessee. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this Lease the Lessor may terminate this Lease and re-enter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Alaska then effect.

15. Insolvency of Lessee. The insolvency of the Lessee as evidenced by a receiver being appointed to take possession of all or substantially all of the property of the Lessee as a bankrupt under the Federal bankruptcy Act shall terminate this Lease and entitle the Lessor to reenter and regain possession of the Property.

16. Attorney's Fees. Should any litigation be commenced between the parties to this Lease concerning the Property, this Lease, or the rights and duties in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

17. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Lessee or to the Lessor at their above specified addresses. Either party, the Lessee or the Lessor, may change their address for the purpose of this paragraph by giving written notice of such change to the party in the manner provided in this paragraph.

18. Heirs and Successors. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph contained shall be construed as consent by the Lessor to any assignment of this Lease or any interest therein by the Lessee.

19. Pest Management and Fertilizer. Lessee agrees to utilize a combination of organic and herbicide strategies for pest management and both organic nutrient and conventional fertilizers on the lease land. Lessee shall submit an list of herbicides and fertilizers to the City prior to application.

20. Miscellaneous.

This instrument contains all of the agreements and conditions made between the parties to this lease and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties to this Lease or their respective successors in interest, or assigns.

Time is of the essence of each term and provision of this Lease.

The titles of the paragraphs of this Lease shall not be considered to be part of the Lease for purposes of construction and interpretation.

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

Lessee shall submit type and amount of fertilizer to be applied to City for approval. Verification of fertilizer application shall be the responsibility of the Lessee.

Lessee agrees not to leave equipment unattended on the property from November 1 to March 31, inclusive.

Lessee shall, each year this agreement is in effect, give notice in writing on or before January 30 that he intends to operate and harvest the crop according to the agreement. Failure to do so shall be termination of the agreement and the Lessor may immediately seek a new tenant.

Lessee agrees to pay one-half ($\frac{1}{2}$) of the annual rent upon written notification of award by the City for 2012. Thereafter, Lessee agrees to pay one-half ($\frac{1}{2}$) of the annual rent on or before May 1 each year; the second one-half ($\frac{1}{2}$) of the annual rent is due on or before December 31 of each year.

21. Waiver. The waiver of any breach or any of the provisions of this Lease by the Lessor shall not constitute an continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this Lease.

22. Cancellation. This contract may be terminated by either party for any reason upon thirty(30) days written notice prior to the date such termination is effective.

LESSOR

LESSEE

Douglas B. Griffin, City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 201____, _____ personally appeared before me,

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

to be the signer of the Agreement for _____ and he acknowledged that he signed it.

Notary Public
My Commission expires _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 201____, Douglas B. Griffin personally appeared before me, who is personally known to me to be the signer of the above document and he acknowledged that he signed it on the behalf of the City of Palmer.

Notary Public
My Commission expires _____



Item J – New Business

1. Accept Cost Proposals 1, 3, 4, and 5.
2. Adjust Contract quantities for bid items to reflect actual quantities installed.
3. Add 58 days to Contract Time.

Background: A contract was awarded to Granite Construction Company (Granite) on August 25, 2010 for the Bonanza Area Water and Road Improvements project. The final completion date of the project was October 12, 2011.

Change Order Number One (1) Adjusted the Schedule A contract quantities which resulted in a net decrease of (\$9,454.63) in the Contract Sum.

Legislation AM 12-001 was approved by Council as Change Order Number Six on April 24, 2012. The change order number was out of sequence and was originally initiated by Granite Construction Company as Cost Proposal Number Six (6). However, the name Change Order Number Six (6) stuck and was perpetuated on legislation AM 12-001.

Contract sum adjustments are shown in detail on Change Order Number Two (2) and summarized here as follows:

Original Contract Sum	\$2,879,080.66
Net Change by Previous Change Orders (CO#1)	<u>-\$9,454.63</u>
Contract Sum Prior to this Change Order	\$2,869,626.03
Contract Sum will be DECREASED by this Change Order (CO#2)	<u>-\$40,631.13</u>
New Contract Sum including this Change Order	\$2,828,994.90

Administration recommendation: Adopt resolution no. 12-037.

Introduced by: City Manager Griffin

Date: August 28, 2012

Action:

Vote:

Yes:

No:

--	--

CITY OF PALMER, ALASKA

Resolution No. 12-037

A Resolution of the Palmer City Council Authorizing the City Manager to Execute Change Order Number Two (2) with Granite Construction Company to Accept Cost Proposals 1, 3, 4, and 5, and Adjust Contract Quantities to Reflect Actual Quantities Installed, and Add Fifty-Eight (58) Days to the Contract for the Bonanza Area Water and Road Improvements Project

WHEREAS, the City of Palmer entered into a contract with Granite Construction Company to perform work on the Bonanza Area Water and Road Improvements project; and

WHEREAS, the project work was complete on October 12, 2011; and

WHEREAS, Change Order Number Two (2) with Granite Construction Company includes accepting cost proposals 1, 3, 4, and 5; and

WHEREAS, Change Order Number Two (2) with Granite Construction Company includes adjusting contract quantities for bid items to reflect actual quantities installed; and

WHEREAS, Change Order Number Two (2) with Granite Construction Company includes adding 58 days to the contract time; and

WHEREAS, the one year warranty period continues in force.

NOW, THEREFORE, BE IT RESOLVED, that the Palmer City Council authorizes the city manager to execute Change Order Number Two (2) with Granite Construction Company for the Bonanza Area Water and Road Improvements project.

Passed and approved by the City Council of the City of Palmer, Alaska this twenty-eighth day of August 2012.

DeLena Goodwin Johnson, Mayor

Janette M. Bower, MMC, City Clerk

CONTRACT COMPLETION AND ACCEPTANCE CERTIFICATE

This is to advise that the work covered by the **Bonanza Street Road Improvements Project**, dated July 20, 2010, was completed as specified below:

CONTRACTOR: Granite Construction

PROJECT: Bonanza Street Road Improvements

SCOPE OF WORK: All

FINAL COMPLETION DATE: October 12, 2011

FINAL CONTRACT PRICE: \$2,828,994.90

CONTRACTOR'S CERTIFICATION

This is to certify that the described contract has been completed in accordance with the Terms, Conditions, Plans and Specifications set forth in said Contract. Contractor's warranty responsibilities defined in said contract remain in effect.

BY: Mauro Keith

TITLE: Sr. Proj. Mgr.

DATE: 10/24/11

ENGINEER'S STATEMENT

The work covered by this Contract has been monitored under my supervision and to the best of my knowledge and belief has been completed to the said Contract, Plans and Specifications therein and hereby recommended for acceptance subject to the Terms and Conditions of the Contract.

BY: Michael J. Campfield

TITLE: Michael J. Campfield, P.E.

DATE: 10/12/11

OWNER'S ACCEPTANCE

Based on the above certification, the work is hereby accepted subject to the Terms and Conditions of the Contract.

BY: Tom Cohenour

TITLE: Director of Public Works

DATE: 10-12-11

TCohen
Acting City Manager
10-18-2011

Three Originals: Owner
Contractor
Engineer

CHANGE ORDER

PROJECT: **Bonanza Street Road Improvements
Palmer, Alaska**

CHANGE ORDER NUMBER:
INITIATION DATE:
PROJECT NO:
CONTRACT DATE:
NOTICE TO PROCEED:

**002
8/31/2011
1718
9/7/2010
8/27/2010**

TO: **Granite Construction Co.
11471 Lang Street
Anchorage, AK 99515**

This Change Order changes the following items:

1.0 ADD the following items to the Contract:

Item	Work Description	Bid Qty	Unit	Unit Price	Bid Value	Qty Installed	Qty Diff	Value Difference	Total Price
CP#1	Install Fire Hydrant	1	LS	\$ 11,319.70					\$ 11,319.70
CP#3	Type IIA Classified Fill	2350	TON	\$ 3.00	\$ 7,050.00	1640.99	(709.01)	(\$2,127.03)	\$ 4,922.97
CP#4	Reconstruct Sewer Manhole	1	LS	\$ 1,552.78					\$ 1,552.78
CP#5	Reconstruct Storm Drain Structures	1	LS	\$ 1,500.00					\$ 1,500.00
CP#6	Add storm drain catch basins for sch B per RFI 12	8	EA	\$ 4,500.00					\$ 36,000.00
	(Approved by City Council via AM 12-001)	8	EA	\$ 4,500.00					
SUBTOTAL 1									\$ 55,295.45

2.0 ADJUST the Contract quantities for the following bid items to the actual quantity installed:

Item	Work Description	BID				AS-BUILT			Add To Contract
		Bid Qty	Unit	Unit Price	Bid Value	Qty Installed	Qty Diff	Qty Value	Value Difference
1A	Utility Relocates	1	JOB	\$ 50,000.00	\$ 50,000.00	0.83911030000	-0.16	\$41,955.52	(\$8,044.48)
2A	Unusable Excavation	16000	CY	\$ 8.00	\$ 128,000.00	14,659.00	-1341	\$117,272.00	(\$10,728.00)
3A	Useable Excavation	1600	CY	\$ 8.00	\$ 12,800.00	1,589.00	-11	\$12,712.00	(\$88.00)
5A	Leveling course	4018.63	TN	\$ 22.00	\$ 88,409.86	3,947.08	-71.55	\$86,835.76	(\$1,574.10)
7A	Furnish Trench Backfill (Type IIA)	3000	TN	\$ 0.01	\$ 30.00	1,461.80	-1538.2	\$14.62	(\$15.38)
8A	Furnish Bedding Material (Class C)	875	TN	\$ 0.01	\$ 8.75	0.00	-875	\$0.00	(\$8.75)
9A	Disposal of Unsuitable or Surplus Material	1326	CY	\$ 0.01	\$ 13.26	0.00	-1326	\$0.00	(\$13.26)
11A	Removal of Existing Sidewalk & Concrete Apron	19	SY	\$ 50.00	\$ 950.00	10.00	-9	\$500.00	(\$450.00)
15A	Riprap, Class I	10	CY	\$ 250.00	\$ 2,500.00	4.00	-6	\$1,000.00	(\$1,500.00)
18A	P.C.C. Sidewalk 4" thick	1538	SY	\$ 47.00	\$ 72,286.00	1,503.00	-35	\$70,641.00	(\$1,645.00)

CHANGE ORDER

19A	P.C.C. Sidewalk 6" thick	600	SY	\$ 55.00	\$ 33,000.00	591.00	-9	\$32,505.00	(\$495.00)
22A	A.C. Pavement (Class C)	1669.71	TN	\$ 110.00	\$ 183,668.10	1,758.12	88.41	\$193,393.20	\$9,725.10
23A	A.C. Pavement (Class E)	2500	TN	\$ 110.00	\$ 275,000.00	2,294.11	-205.89	\$252,352.10	(\$22,647.90)
25A	Furnish & Install Pipe (24" CMP)	430	LF	\$ 65.00	\$ 27,950.00	435.00	5	\$28,275.00	\$325.00
27A	Install Inlet Box	12	EA	\$ 4,000.00	\$ 48,000.00	12.00	0	\$50,146.00	\$2,146.00
30A	Furnish & Install Culvert (18" CMP)	150	LF	\$ 47.00	\$ 7,050.00	80.00	-70	\$3,760.00	(\$3,290.00)
35A	Remove Existing Catch Basin	4	LF	\$ 600.00	\$ 2,400.00	1.00	-3	\$600.00	(\$1,800.00)
37A	Adjust Service Key Box to Finish Grade	4	LF	\$ 600.00	\$ 2,400.00	1.00	-3	\$600.00	(\$1,800.00)
38A	Traffic Markings (4" Wide Solid-White)	4900	LF	\$ 0.70	\$ 3,430.00	4,951.00	51	\$3,465.70	\$35.70
39A	Traffic Markings (4" Wide Solid-Yellow)	6480	LF	\$ 0.70	\$ 4,536.00	7,376.00	896	\$5,163.20	\$627.20
40A	Traffic Markings (24" Wide Solid)	225	LF	\$ 5.00	\$ 1,125.00	185.00	-40	\$925.00	(\$200.00)
41A	Standard Sign	151	SF	\$ 65.00	\$ 9,815.00	165.92	14.92	\$10,784.80	\$969.80
44A	Remove Pipe	1100	LF	\$ 0.01	\$ 11.00	420.00	-680	\$4.20	(\$6.80)
46A	Remove & Replace Fence	55	LF	\$ 40.00	\$ 2,200.00	0.00	-55	\$0.00	(\$2,200.00)
47A	Topsoil (at 4" depth)	70	MSF	\$ 350.00	\$ 24,500.00	71.38	1.38	\$24,983.00	\$483.00
48A	Seeding (Schedule A)	70	MSF	\$ 270.00	\$ 18,900.00	69.55	-0.45	\$18,778.50	(\$121.50)
49A	6' Chain Link Fence, 9 Gage	365	LF	\$ 33.00	\$ 12,045.00	0.00	-365	\$0.00	(\$12,045.00)
50A	12' Chain Link Gate	1	EA	\$ 1,250.00	\$ 1,250.00	0.00	-1	\$0.00	(\$1,250.00)
51A	Trench & Backfill	1800	LF	\$ 10.00	\$ 18,000.00	1,731.00	-69	\$17,310.00	(\$690.00)
55A	Luminaire Arm, 15' Length	5	EA	\$ 360.00	\$ 1,800.00	4.00	-1	\$1,440.00	(\$360.00)
57A	Type 1A Junction Box	25	EA	\$ 625.00	\$ 15,625.00	18.00	-7	\$11,250.00	(\$4,375.00)
62A	Luminaire 234W 60 Cutoff	20	EA	\$ 1,700.00	\$ 34,000.00	13.00	-7	\$22,100.00	(\$11,900.00)
1B	Utility Relocates	1	CS	\$ 10,000.00	\$ 10,000.00	0.178617	(0.82)	\$1,786.17	(\$8,213.83)
2B	Unuseable Excavation	8000	CY	\$ 8.00	\$ 64,000.00	8220.00	220.00	\$65,760.00	\$1,760.00
3B	Useable Excavation	800	CY	\$ 8.00	\$ 6,400.00	502.796	(297.20)	\$4,022.37	(\$2,377.63)
4B	Type II Classified Fill & Backfill	13800	TN	\$ 10.00	\$ 138,000.00	8302.75	(5,497.25)	\$83,027.50	(\$54,972.50)
5B	REDUCTION Leveling course	2800	TN	\$ 25.00	\$ 70,000.00	2236.51	(563.49)	\$55,912.75	(\$14,087.25)
11B	Removal of Exist Sidewalk & Concrete Apron	126	SY	\$ 30.00	\$ 3,780.00	322.00	196.00	\$9,660.00	\$5,880.00
12B	Remove Existing Pavement	7000	SY	\$ 3.00	\$ 21,000.00	4500.00	(2,500.00)	\$13,500.00	(\$7,500.00)
13B	Removal of Existing Trees	1	EA	\$ 500.00	\$ 500.00	20.00	19.00	\$10,000.00	\$9,500.00
14B	Geotextile Fabric Embankment Separation	4500	SY	\$ 2.00	\$ 9,000.00	5850.00	1,350.00	\$11,700.00	\$2,700.00
15B	Tempoary Erosion Control	1	LS	\$ 5,000.00	\$ 5,000.00	0.90	(0.10)	\$4,500.00	(\$500.00)
16B	P.C.C. Curb & Gutter, (All Types)	3000	LF	\$ 18.00	\$ 54,000.00	3582.00	582.00	\$64,476.00	\$10,476.00

CHANGE ORDER

17B	P.C.C. Sidewalk 4" thick	680	SY	\$ 45.00	\$ 30,600.00	814.00	134.00	\$36,630.00	\$6,030.00
19B	P.C.C. Sidewalk Retaining Wall	10	CY	\$ 700.00	\$ 7,000.00	0.00	(10.00)	\$0.00	(\$7,000.00)
21B	A.C. Pavement (Class C)	1500	TN	\$ 95.00	\$ 142,500.00	1514.80	14.80	\$143,906.00	\$1,406.00
22B	A.C. Pavement (Class E)	100	TN	\$ 200.00	\$ 20,000.00	81.66	(18.34)	\$16,332.00	(\$3,668.00)
23B	Furnish & Install Pipe (12"CMP)	260	LF	\$ 45.00	\$ 11,700.00	258.00	(2.00)	\$11,610.00	(\$90.00)
27B	Adjust Manhole Ring (to finish grade)	1	EA	\$ 500.00	\$ 500.00	11.00	10.00	\$5,500.00	\$5,000.00
29B	Remove Existing Catch Basin	4	EA	\$ 500.00	\$ 2,000.00	6.00	2.00	\$3,000.00	\$1,000.00
30B	Adjust Mainline Valve Box to Finish Grade	14	EA	\$ 600.00	\$ 8,400.00	24.00	10.00	\$14,400.00	\$6,000.00
32B	Traffic Markings (4" Wide Solid-White)	2600	LF	\$ 0.60	\$ 1,560.00	2523.00	(77.00)	\$1,513.80	(\$46.20)
33B	Traffic Markings (4" Wide Solid-Yellow)	4500	LF	\$ 0.60	\$ 2,700.00	4522.00	22.00	\$2,713.20	\$13.20
34B	Traffic Markings (24" Wide Solid)	355	LF	\$ 5.00	\$ 1,775.00	381.00	26.00	\$1,905.00	\$130.00
35B	Standard Sign	160	SF	\$ 61.00	\$ 9,760.00	179.00	19.00	\$10,919.00	\$1,159.00
40B	Soil Stabilization	3	MSF	\$ 1,000.00	\$ 3,000.00	0.00	(3.00)	\$0.00	(\$3,000.00)
41B	Topsoil at 4" depth	35	MSF	\$ 350.00	\$ 12,250.00	37.00	2.00	\$12,950.00	\$700.00
42B	Seeding, Schedule A Mix	35	MSF	\$ 270.00	\$ 9,450.00	37.00	2.00	\$9,990.00	\$540.00
44B	Trench & Backfill	2000	LF	\$ 10.00	\$ 20,000.00	2330.00	330.00	\$23,300.00	\$3,300.00
45B	Driven Pile Luminaire Pole Foundations	13	EA	\$ 1,400.00	\$ 18,200.00	14.00	1.00	\$19,600.00	\$1,400.00
48B	Luminaire Arm, 15' Length	3	EA	\$ 365.00	\$ 1,095.00	4.00	1.00	\$1,460.00	\$365.00
49B	2" Schedule 40 PVC Conduit	1720	FT	\$ 10.00	\$ 17,200.00	2030.00	310.00	\$20,300.00	\$3,100.00
51B	Type 1A Junction Box	19	EA	\$ 625.00	\$ 11,875.00	21.00	2.00	\$13,125.00	\$1,250.00
52B	2-#6XHHW-2	2020	LF	\$ 5.50	\$ 11,110.00	3212.00	1,192.00	\$17,666.00	\$6,556.00
55B	Luminaire 234W 60 Cutoff	4	EA	\$ 1,700.00	\$ 6,800.00	10.00	6.00	\$17,000.00	\$10,200.00
SUBTOTAL 2									(\$95,926.58)

3.0 ADD 58 Days to the Contract Time for Final Acceptance:

Item	Work Description	Qty	Units	Unit Price	Total Price
	Add 58 Days to Final Completion Date				\$ -
	No Cost Change				
SUBTOTAL 3					\$ -

CHANGE ORDER

NET CHANGE IN CONTRACT SUM					\$ (40,631.13)
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Note: All work shall be in accordance with the Contact Documents and must be approved by the Project Engineer and the Owners agent.

NOT valid until signed by Owner and Owner's Agent. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Sum or Contract Time.

The original Contract Sum was	\$ 2,879,080.66
Net change by previously authorized Change Orders (CO #1)	<u>\$ (9,454.63)</u>
The Contract Sum prior to this Change Order was	\$ 2,869,626.03
The Contract Sum will be (Decreased) by this Change Order	<u>\$ (40,631.13)</u>
The new Contract Sum including this Change Order will be	<u>\$ 2,828,994.90</u>
 The Contract Time for Final Acceptance is (increased) (decreased) (unchanged)	 58 days
Final Acceptance as of the date of this Change Order therefore is	10/12/11

BY ACCEPTING THIS CHANGE ORDER, THE CONTRACTOR AGREES THAT THE AMOUNT PAID FOR ON THE ABOVE ITEMS IS EQUITABLE AND THAT NO FURTHER COMPENSATION FOR THE ABOVE ITEMS WILL BE MADE.

Recommended:
DOWL HKM
 PROJECT ENGINEER
 4041 B Street
 Anchorage, AK 99503

Accepted:
Granite Construction, Inc.
 CONTRACTOR
 11471 Lang Street
 Anchorage, AK 99515

Authorized:
City of Palmer
 OWNER
 231 W. Evergreen Ave.
 Palmer, AK 99645

By: _____
 Date: _____

By: _____
 Date: _____

By: _____
 Date: _____

Fund source and verification of funds for this project:

24-02-07-6225 Construction

TOTAL

 Funds Verified by

 Date

CITY OF PALMER
INFORMATION MEMORANDUM NO. 12-060
RESOLUTION NO. 12-038

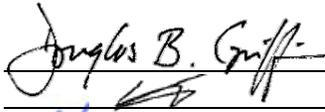
Subject: Resolution No. 12-038: Accepting and Appropriating Grant No. LU20-12-0004 in the Amount of \$35,000 from the State of Alaska Department of Transportation for the Planning and Development of a Safe Routes to School Plan for Elementary Schools within the Palmer City Limits

Agenda of: August 28, 2012

Council Action: _____

Approved for presentation by:

City Manager
City Attorney
City Clerk





Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>35,000</u>
This legislation (✓):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input type="checkbox"/> A negative fiscal impact in the amount of:	\$ _____
<input checked="" type="checkbox"/> A positive fiscal impact in the amount of:	\$ <u>35,000</u>
<input type="checkbox"/> Funds are budgeted from this (these) line item(s):	\$ _____
<input checked="" type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):	
➤ 08-00-00-4148 Revenue Line Item – Grant LU20-12-0004	\$ <u>35,000</u>
➤ 08-10-13-6030 Contracted Services	\$ <u>35,000</u>
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	 _____

Attachment(s):

- Resolution No. 12-038
- Grant Agreement
- Notice To Proceed

Summary statement: The City was awarded a grant in the amount of \$35,000 from the State of Alaska Department of Transportation for the Planning and Development of a Safe Routes to School (SRTS) Plan for Elementary Schools within the Palmer City Limits.

Background: A Project Agreement for this grant required the signature of a responsible individual from the City who was authorized to spend funds. After administration staff signed the document, the State Department of Transportation issued a Notice to Proceed and planning work began. This IM 12-060 and associated Resolution 12-038 seeks to document the grant and its acceptance with formal procedure.

Current bicycling and walking conditions within the City are moderately favorable. Some bike lanes are delineated; however, many streets do not have dedicated or marked bike lanes. Very few bike racks exist and none are covered. New subdivision rules allowed very narrow streets without sidewalks creating bicycling dangers around parked and moving vehicles. Palmer is actively upgrading sidewalks and installing ADA compliant handicapped ramps as well as bike lane striping but many more are needed.

To ensure and enhance their quality of life, many communities endorse the Federal Highway Administration's Livability Initiative. While Palmer has not formally endorsed the Livability Initiative, many efforts have been undertaken and adopted which are in alignment with the Livability Initiative and SRTS philosophy such as the Parks and Trails Master Plan and the Urban Revitalization Plan. SRTS will provide us with a formal means with which the City can engage schools, parents, and children in the planning process.

Thru the planning process, Palmer intends to assess the risks our children face, map currently used routes, hold public meetings, work with a variety of transportation planning and engineering jurisdictions, and engage in a larger community dialog including law enforcement and other interested groups. Ultimately, by reviewing issues that affect the safety of children through-out our community, we will deliver a solution filled program for our community.

The City of Palmer has identified the following projects to be considered during the planning process and will utilize internal resources and/or a private sector consultant:

1. Education / encouragement / enforcement programs.
2. Pedestrian crossing and signage.
3. Covered bicycle parking racks.
4. Sidewalk construction / improvements.
5. Bicycle / pedestrian pathways.

Administration recommendation: Adopt resolution no. 12-038.

Introduced by: City Manager Griffin
Introduced: August 28, 2012
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 12-038

A Resolution of the Palmer City Council Accepting and Appropriating Grant No. LU20-12-0004 in the Amount of \$35,000 from the State of Alaska Department of Transportation for the Planning and Development of a Safe Routes to School Plan for Elementary Schools within the Palmer City Limits

WHEREAS, the City of Palmer has been awarded State of Alaska Department of Transportation grant no. LU20-12-0004 in the amount of \$35,000; and

WHEREAS, the funds will be used to assist the City with developing a Safe Routes To School plan; and

WHEREAS, funds must be accepted and appropriated prior to expenditure of said funds.

NOW, THEREFORE, BE IT RESOLVED, that the Palmer City Council accepts and appropriates grant no. LU20-12-0004 from the Alaska Department of Transportation for the planning and development of a Safe Routes To School plan and authorizes the city manager to execute the documents required under the grant agreement.

Passed and approved by the City Council of the City of Palmer, Alaska this twenty-eighth day of August, 2012.

DeLena Goodwin Johnson, Mayor

Janette M. Bower, MMC, City Clerk



SRTS Reimbursable Grant Project Agreement Instructions

Please use the following information to help you complete the project agreement. Once submitted, Alaska SRTS (SRTS) will review your application. Upon approval, a “Notice to Proceed” form will be sent and should be completed and returned to SRTS. When you submit reimbursement requests, you will need to provide backup documents (copies of receipts, timesheets, etc.) That shows proof of what you spent, for both grant funds and other funds you may have available to your project. The “other funds” column is for information purposes only. These might be other funds that you will combine with your SRTS funds to complete a project. All reimbursable items need to correspond with what was agreed upon in your grant application. If changes occur to the activities or funding, a project revision request is required and must be submitted for approval prior to expenditures.

Cover Page

1. Complete all of the requested information. All requested items are important. Signatures are required for application to be considered. Please have the project financial manager or sponsor and also an Authorizing Official (City manager or person with financial responsibility in the municipality).

Budget Proposal

1. In each category explain what the funds will be used for. Do not leave the explanation section blank! We need to know exactly what you will spend the funds on in order to determine whether or not we can fund the project.
2. The different categories can be confusing, below are some example of what belongs in each category. Look at the examples provided, if you are not sure how to classify a particular expense of yours, call us, and we will work it out with you.

Personnel Services: Employee time, benefits, etc. Federal grant funds cannot be used to “supplant” salaries, meaning cannot be used to replace existing state or local expenses, but you can include these expenses as other funds. Receipts, timesheets, etc. will need to be provided with reimbursement request.

Travel: Hotel, airfare, ground transport. Per Diem and salaries generally counted as other funds.

Contractual: Items or services that you will have to contract out such as: T-shirt printing, or any other printing services, contractors, postage, charters, rentals, etc. Also, conference/training fees belong here.

Commodities: Items or materials– promotional items, giveaways, office supplies, etc. Food and beverages are not allowable cost.

Equipment: Non-consumable items having estimated life of more than one year. The unit cost for equipment should be the unit purchase price plus any accessories or installation necessary to make the equipment operational for its intended purposes under the grant. Law Enforcement equipment may be purchased with SRTS Funds **IF** the equipment is used during specific SRTS-related activities. If the equipment will be used for other purposes, SRTS funds may be used based on the documented percentage of time spent on the SRTS-related activities. An itemized equipment list needs to be included in the budget narrative.

Project Detail

*For grants to educational events and trainings: a list of the attended sessions and a two-paragraph summary must accompany all reimbursement claim forms.

1. Describe the project you have planned. Include information on how the funds will benefit the community to justify the need.
2. Outline **all** of the planned activities that will take place around the use of the funds. If you are purchasing items, we need to know how, when and where they will be distributed. Training? What and why?
3. Describe what type of community support you have for your project. Are other organizations helping? To what extent?
4. Describe how you will evaluate the results of your project. What method will you use to evaluate your project to determine if it was successful or useful? What type of data will you provide to the SRTS offices to show that your target audience is getting the safety message/activity you want to convey?

Agreement Conditions and Certification Regarding Federal Lobbying

1. Read and sign where indicated - Signatures required in both places. “**Financial Manager** (sponsor): “means the project manager who will be responsible for the project. “**Authorizing Official** (authority to spend organization funds):” means a person authorized to conduct business for the community, City Manager, etc. It should be a person knowledgeable about the federal reimbursable grant process and authorized to sign on behalf of the community.

If you have any questions, please let us know. We want to make this process as efficient as possible for everyone. Your questions and suggestions will help us determine how best to do that. Thank you for your hard work.



SRTS Reimbursable Grant Project Agreement

State of Alaska, DOT & PF
 PO Box 112500, Suite #200
 Juneau AK 99811-2500
 Phone: 907-465-4069
 Fax: 907-465-6984

<http://www.dot.state.ak.us/stwdplng/saferoutes/>

A. Cover Page

Project Type: <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Non-infrastructure <input type="checkbox"/> Infrastructure <input type="checkbox"/> Single Project			Project Date(s): 6-1-12 thru 12-1-12
Applicant Organization: City of Palmer		Phone: 907-745-3400	Fax: 907-745-3203
Project Director: Thomas E. Cohenour		E-mail Address: tcohenour@palmerak.org	
Mailing & Street Address:		Project Location (city/town): Palmer, AK	
Non-Profit? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Municipality		Employer Identification Number: 92-6000194	

Proposed Budget Request:

Cost Category	Requested from SRTS	Other funds	Total
(100) Personnel Services			
(200) Travel			
(300) Contractual Services	30,000.		
(400) Commodities	4,000.		
(500) Equipment	1,000.		
Totals	35,000.		

Acceptance of conditions: It is understood and agreed by the undersigned that any funds received as a result of the approval of this application are subject to all State and Federal Governmental Regulations. This project does or will constitute an official part of the Safe Routes to Schools program of the State of Alaska, and will meet all requirements and administrative regulations of the Federal Highway Administration. The undersigned also agree to perform those activities detailed in the attached proposal and will maintain records documenting expenditure of funds for the activities. Subject to the availability of Federal funding, reimbursement will be made monthly or upon submission of a final evaluation report and reimbursement request following completion of grant activities.

If approved, Reimbursement Request and Final Report will be due within 60 days of the event.

Responsible Individuals within Applicant Organization:

Financial Manager (sponsor): Brant Mursch		Phone: 907-761-1303	
Title: Director of Finance		E-mail: bmursch@cityofpalmer.org	
Signature:		Date: 4-24-12	Fax: 907-745-0930
Authorizing Official (authority to spend organization funds): Doug Griffin		Phone: 907-761-1317	
Title: City Manager		E-mail: dgriffin@cityofpalmer.org	
Signature:		Date: 4-24-12	Fax: 907-745-0930

SRTS Use Only

Staff Comments:		Grant #:	
		CC:	
Project Assistant (SRTS):		LC:	
Approved by (SRTS):	Date:	PGM:	PJ:

B. Budget Detail (See Instructions)

Funds for this project may not be used to purchase paid advertising in the mass media (development of advertisements and PSA's may be permissible), office furniture and fixtures, alcoholic beverages, costs for entertainment, or any kind of supplanting of existing funds.

(100) - Personnel Services - Payroll	SRTS	Other funds	Total
1.			
2.			
3.			
4.			
Personnel Total:			
(200) – Travel			
1.			
2.			
3.			
4.			
Travel Total:			
(300) - Contractual Services			
1. Dan Burdon w/ Walkable And Liveable Communities	15,000		
2. Linda Crider, PhD; Alternative Transportation Consultant	8,000		
3. Architectural Services	7,000		
4.			
Contractual Total:			
(400) – Commodities			
1. Misc promotional items	4,000		
2.			
3.			
4.			
Commodities Total:			
(500) – Equipment – including Shipping on Separate Line			
1. Misc Equipment	1,000		
2.			
Equipment Total:			
Total Project Costs:	\$35,000		

C. Project Detail

Original grant application instructions and Grant Application are included in this project agreement by reference. For grants to educational events and trainings: a list of the attended sessions and a two-paragraph summary must accompany all reimbursement claim forms.

Also Include:

1. Activities that are planned (Use additional pages if necessary)
 2. How does your project meet the goals of SRTS
 3. When and where the activities will take place
 4. The number of participants expected
 5. A list of other organizations that will assist with activities
 6. How you will evaluate the effectiveness of the project
-

The City of Palmer, in seeking to ensure the quality of life for our community, endorses the Federal Highway Administration's Livability Initiative. This \$35,000 Safe Routes To School Planning Grant will assist in developing SRTS projects.

Community efforts have been initiated and adopted which are in alignment with the SRTS philosophy. SRTS could provide us with a formal means with which the City can engage schools, parents, and children in the planning process.

Thru the planning process, Palmer intends to assess the risks our children face, map currently used routes, hold public meetings, work with a variety of transportation planning and engineering jurisdictions, and engage in a larger community dialog including law enforcement and tribal groups. Ultimately, by reviewing issues that affect the safety of children through-out our community, we will deliver a solution filled program for our community.

The City of Palmer has identified the following projects to be considered during the planning process and will utilize internal resources and/or a private sector consultant:

1. Education / encouragement / enforcement programs.
2. Pedestrian crossing and signage.
3. Covered bicycle parking racks.
4. Sidewalk construction / improvements.
5. Bicycle / pedestrian pathways.

The City of Palmer will work with ADOT-SRTS to identify a completion date for the planning efforts.

- 1) Parent survey
- 2) Coordinator (Linda Crider, PhD)
- 3) Walk-able community survey (Dan Burton)
- 4) Promotional items (reflective safety tags, etc)
- 5) Work with schools and others in the City to identify representatives to serve on a workgroup, this likely includes police to provide information about traffic issues and public works.
- 6) Develop background information about SRTS to ground workgroup participants and about the City's walkable community's efforts and plans.
- 7) Work with an internal or external facilitator to assist with workgroup meetings and documenting outcomes and next steps.
 - Facilitator will:
 - Develop agendas including clarifying final outcome
 - Facilitate meetings

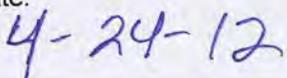
- Write meeting summaries
 - Write recommendations to include a strategy for developing safe route to school plans for each of the schools located in Palmer
- Conduct 2-4 workgroup meetings Identify Alaska organizations, networks and programs that are interested in/are promoting and advancing safe routes to schools as a means to develop active communities /an active state.
- 8) Compile final written report with recommendations and submit to Alaska Department of Transportation Safe Routes to Schools.

AGREEMENT CONDITIONS

THE FOLLOWING CONDITIONS ARE A PART OF THE PROJECT AGREEMENT AND, AS SUCH, ARE BINDING ON ALL PARTIES TO THE PROJECT AGREEMENT:

- A. **Grant Management:** Reimbursable Grants (i.e. funding for infrastructure projects and non-infrastructure activities) are to be administered in accordance with the provisions in 49 CFR Part 18, the U.S. DOT's regulations that implements the government-wide Common Rule for grants and cooperative agreements to State and local governments and applicable FHWA regulations in 23 CFR.
- B. **Allowable Costs:** The U.S. Office of Management and Budget (OMB) circulars on allowable costs that may be charged to Federal funds are applicable to SRTS grants and are incorporated by reference in regulation, 49 CFR 18.22.
- C. **Property:** State and Local Agencies and Other Non-State Subgrantees: Equipment and other property acquired under this Agreement for use in Safe Routes to School (SRTS) projects shall be used and kept in operation for SRTS purposes. State Agencies: Property management standards described in the "State Property Accounting Manual" will be used in accounting for equipment purchased under this Agreement. Local Agencies and Other Non-State Subgrantees: Standards for property management described in 49 CFR 18.32(c) through (e) will be used in accounting for equipment purchased under this Agreement. The Applicant Agency shall seek disposition instructions from the Alaska SRTS prior to disposing of any item of equipment purchased under this project. Nothing in this Agreement shall prevent the Applicant Agency from following existing property management standards that exceed the requirements set out in 49 CFR 18.32(c) through (e).
- D. **Copyright:** The Alaska Safe Routes to School Program and the U.S. Department of Transportation reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State or federal government purposes: (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a grantee, subgrantee, or a contractor purchases ownership with grant support.
- E. **Term:** Grants approved under this agreement are for two years from the date of the Notice to Proceed. They are subject to extension if the SRTS Coordinator and Grantee find that substantive work will yet be completed. Grants expire after the two year period and authorization reverts to the State of Alaska, SRTS program.
- F. **Standards for Americans with Disabilities:** Grantees, contractors, and others who receive funding from the State of Alaska, Department of Transportation and Public Facilities, to provide a service or services to the general public as an agent of the state must certify that all programs, services, and activities operated under the grant or contract are made available to the general public in compliance with the Americans with Disabilities Act of 1990. Grant or contract recipients are subject to state review.
- G. **Procurement Standards:** Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in OMB Circular A-87.
- H. **Progress Reports:** The Applicant Agency will submit monthly progress reports with expenditures and a narrative final evaluation report within thirty days of the conclusion of grant activities.
- I. **Financial Reports:** The Applicant Agency certifies that it has an accounting system capable of properly accounting for expenditures made under this project. Claims will be accompanied by copies of receipts and other supporting documentation.
- J. **News Releases:** The Safe Routes to School Program encourages agencies to publicize SRTS project approval. The Alaska SRTS shall be named as the granting agency in any news releases announcing the approval of this project. Any subsequent news releases written by the Applicant Agency shall mention the Alaska Safe Routes to Schools Program.
- K. **SRTS Logo:** The Alaska Safe Routes to School Program shall be noted as the sponsor or co-sponsor in any public information materials developed under a planning, infrastructure, or non-infrastructure project. This requirement includes: public service announcements on radio and television, newspaper advertisements, pamphlets and brochures, and promotional "give-aways" such as bumper stickers, key chains, etc.

- L. **Record Retention:** All financial and programmatic records, supporting documents, statistical records, and other records of the Applicant Agency which are required to be maintained by the terms of 49 CFR 18.42 and other records reasonably considered as pertinent to program regulations or the project agreement must be retained for a period of three years after submittal of the final claim. Additional record retention requirements may be found in 49 CFR 18.42 and are incorporated and made part of this Agreement by reference. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.
- M. **Enforcement:** If the Applicant Agency materially fails to comply with any term of this Agreement, the Alaska SRTS program may take one or more of the actions listed in 49 CFR 18.43(a)(1) through (5), as appropriate in the circumstances. Additional provisions for enforcement are listed in 49 CFR 18.45(b) through (d).
- N. **Termination for Convenience:** Except as provided in 49 CFR 18.43, this Agreement may be terminated in whole or in part only as follows: (a) by the SRTS Coordinator with the consent of the Applicant Agency, in which case the two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated, or (b) by the Applicant Agency upon written notification to the SRTS Coordinator, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, however, in the case of a partial termination, the SRTS Coordinator determines that the remaining portion of this Agreement will not accomplish the purposes for which the award was made, the SRTS Coordinator may terminate the Agreement in its entirety under either 49 CFR 18.43 or paragraph (a) of this section.
- O. **Contracting requirements.** Infrastructure projects under the Safe Routes to School program must comply with Davis-Bacon prevailing wage rates, competitive bidding, and other contracting requirements, etc, even for projects not located within the right-of-way of a federal-aid highway.
- P. **Audit requirements** for grants and sub-grants are found in 49 CFR 18.26 and 49 CFR 19.26, which refer to OMB Circular A-133: *Audits of States, Local Governments, and Non-Profit Organizations*.
- Q. **Laws of Alaska:** This Agreement shall be governed in all respects by the laws of the State of Alaska.
- R. **Limited English Proficient Persons (LEP) Guidance:** There are two federal authorities, title VI of the civil Rights Act of 1964 and the Presidential Executive Order (EO) 13166, Improving Access to Services for Persons with Limited English Proficiency, that require the ADOT&PF to provide LEP persons with meaningful access to programs, activities and services. To fully implement Title VI and EO 13166, the US DOT published guidance to its recipients of federal assistance on December 14, 2005 in the Federal Register. ADOT&PF is required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. By 2/2/2008, the department's Civil Rights Office staff had developed a plan, in cooperation with staff from all three regions. A policy and procedure manual is being created to explain how to implement this plan. If you have any questions, please contact Jon Dunham, Civil Rights Manager, at 907 269-0850.

Signature of Project Coordinator: 	Date: 
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CERTIFICATION REGARDING FEDERAL LOBBYING:

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with SRTS funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

<p>Signature of Project Coordinator:</p> <p style="text-align: center;"><i>Tom Cohemour</i></p>	<p>Date:</p> <p style="text-align: center;"><i>4-24-12</i></p>
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Notice to Proceed

Grantee Name and Address: City of Palmer Tom Cohenour 1316A S. Bonanza St. Palmer, AK 99645	Title/ Short Description: Planning Develop SRTS plan for 5 elementary and 2 middle schools
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New Setup
 Add Funds
 Reduce Funds
 Closure (Decrease)

Change: Please provide explanation of change and budget breakdown.

MOVE: Please provide coding source and reasons for move below in Explanations box; Please provide the new grant number and coding in the Programming Section.

FUNDING SUMMARY Budgets Approved for this NTP

Budget Category	Current Budget Totals	SRTS Increase (Decrease)	Other Funds Increase (Decrease)	Revised Budget Totals
(100) Personnel Services		\$ -	\$ -	\$ -
(200) Travel & Per Diem	\$ -	\$ -	\$ -	\$ -
(300) Contractual Services	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
(400) Commodities	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
(500) Equipment	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
(Indirect Costs)	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
TOTAL AMOUNT AUTHORIZED TO DATE				\$ 35,000.00

Explanation of Approved Grant Application & Activity Dates:
 Planning efforts to prepare a Safe Routes To School plan for Palmer.

SRTS USE ONLY

Project Control Programming				NTP #: 1
Collocation Code 24461891	Program Code 57801	Ledger Code 30694282	Account Code 43753	Grant #: LU10-12-0008
Project # 80188	<input type="checkbox"/> RSA (Interstate Agency) <input checked="" type="checkbox"/> EN (Outer State Agency)			Project End Date:

Project Control Programming Approved

Signature <i>M. Moulton</i>	Date 2/14/12	Signature <i>Stefanie Godkin</i>	Date 2-14-12
Program Control Agent Name: Marcheta Moulton		Accounting Technician Name: Stefanie Godkin	

You may proceed with the activities for the Categories and specific Tasks enumerated below in the Funding Summary. Any activities beyond the written scope and/or any costs above the price estimate in our Agreement require prior SRTS approval and a Project Revision. Actual cost underrun of the Contract Amount for any Category shall not routinely accumulate for other Categories. SRTS reserves the right to retain or reallocate any remaining funds resulting from such cost underruns.

This NTP is cumulative and it supersedes all prior NTPs for this Agreement.

The SRTS Administrator for this NTP is: Steve Soenksen

Issued for the Contracting Agency per ADOT&PF Policy #01.01.050 by: Jeff Ottesen	Accepted for the Grantee by:
Signature <i>[Signature]</i>	Signature
Date 2-22-12	Date

CITY OF PALMER
INFORMATION MEMORANDUM NO. 12-063
RESOLUTION NO. 12-039

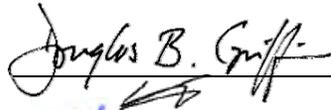
Subject: Resolution No. 12-039: Authorizing the City Manager to Apply for a Federal Aviation Administration Airport Improvement Program Grant to Fund the Federal Share of the Palmer Municipal Airport Master Plan

Agenda of: August 28, 2012

Council Action: _____

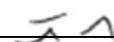
Approved for presentation by:

City Manager
City Attorney
City Clerk





Certification of Funds:

Total amount of funds listed in legislation:	\$ _____
This legislation (✓):	
<input checked="" type="checkbox"/> Has no fiscal impact – at this time.	
Creates:	
_____ A negative fiscal impact in the amount of:	\$ _____
_____ A positive fiscal impact in the amount of:	\$ _____
_____ Funds are budgeted from this (these) line item(s):	
➤	\$ _____
_____ Funds are not budgeted. Budget modification is required. Affected line item(s):	
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	 _____

Attachment(s):

- Resolution no. 12-039
- Airport Sponsor Assurances
- Preapplication/CIP Data Sheet
- January 24, 2012, Special Council Meeting Minutes

Summary statement: On January 24, 2012, at a special meeting of the Palmer City Council regarding the Palmer Municipal Airport, the Council passed the main motion "To direct the Administration to send a letter to the FAA expressing the City's intention to remain a B-III airport, and to initiate the process to apply for Entitlement Grant monies to fund the Phase II Airport Master Plan, and find a resolution to the Palmer Golf Course fence issue".

Since that time, the administration has filed a "Preapplication/CIP data sheet" at the instruction of the Federal Aviation Administration (FAA) indicating the City's intention of applying for funding for the Phase II Master Plan in the amount of \$400,000. The FAA has verbally informed the administration that the Secretary of Transportation has approved a grant in the range of \$370,000 to \$400,000. The FAA has chosen not to call this a "Phase II" Master Plan, but desires an entirely new Master Plan for the Palmer Municipal Airport. The FAA believes that the Palmer Municipal Airport needs realistic capital development goals, a reevaluation of the current weight restriction on Runway 9/27 (the crosswind runway), as well as other issues yet to be defined.

After grant application, and upon formal notification of the grant award, further legislation will be brought to the City Council to accept and appropriate the funds in question.

Administration recommendation: Adopt resolution no. 12-039.

Introduced by: City Manager Griffin

Date: August 28, 2012

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 12-039

A Resolution of the Palmer City Council Authorizing the City Manager to Apply for a Federal Aviation Administration Airport Improvement Program Grant to Fund the Federal Share of the Palmer Municipal Airport Master Plan

WHEREAS, the City of Palmer needs federal grant monies to hire a consultant to develop and produce the new Master Plan for the Palmer Municipal Airport; and

WHEREAS, the City of Palmer intends to apply for funding under the Airport Improvement Program requesting the federal portion of the costs associated with the development and production of a new Airport Master Plan.

WHEREAS, the Airport Sponsor Assurances have been reviewed by the Palmer City Council.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to authorize the City Manager to apply for a Federal Aviation Administration Airport Improvement Program grant to fund the federal share of the Palmer Municipal Airport Master Plan.

Passed and approved by the City Council of the City of Palmer, Alaska this twenty twenty-eighth day of August, 2012.

DeLena Goodwin Johnson, Mayor

Janette M. Bower, MMC, City Clerk

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

- 1. General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power Plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti Kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

- Executive Order 11246 - Equal Employment Opportunity¹
- Executive Order 11990 - Protection of Wetlands
- Executive Order 11988 – Flood Plain Management
- Executive Order 12372 - Intergovernmental Review of Federal Programs
- Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantaged Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 – Government wide debarment and suspension (nonprocurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget (OMB) Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. **Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or

modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall ensure that such arrangement also requires compliance therewith.
- g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which the project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty (60) days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for

access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates. It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference. It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications. It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and

schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

- 17. Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
- 18. Planning Projects.** In carrying out planning projects:

 - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
 - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
 - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
 - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
 - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
 - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
 - g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
 - h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.
- 19. Operation and Maintenance.**

 - a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon

which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a

single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit

report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft. It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities. It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. Civil Rights. It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or

benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such

land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program,

the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in Section 47102 of Title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - (1) Describes the requests;
 - (2) Provides an explanation as to why the requests could not be accommodated; and
 - (3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six (6) month period prior to the applicable due date.

PREAPPLICATION/CIP DATA SHEET

Airport Name: Palmer Municipal Airport **Fiscal Year:** 2012
Project Title: Phase 2 Master Plan (Update 2007 Master Plan) **Revision No:** _____
AIP Project No: 3-02-0211-017-2012 **DUNS No:** 037411071

CIP Work Code			Item Description	Cost in Dollars (\$)
Purpose	Component	Type		
PL	PL	MA	Phase 2 Master Plan (Update 2007 Master Plan)	400,000
			Total Cost:	\$400,000
			Local Share:	
			State Share:	
			Federal Share:	(93.75% of total cost)

Environmental Status:
This project is categorically excluded per FAA ORDER 1050.1E, Chapter 3-paragraph 307o.

Land Title & Exhibit "A" Status:
ALP updated and approved by FAA May 2011; Phase 2 Master Plan to include update of ALP.

Airport Layout Plan (ALP) Status:
Approved May 2011

Status of Legislative or Budget Authority:
Funds for local share are available

Open Projects: (Provide Federal Grant Number and Scheduled Close-Out Date)
AIP 03-02-02-11-016-2007 (closeout December 2012)

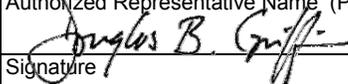
Project Description:
The scope of this project is to update the 2007 Palmer Municipal Airport Master Plan to include long term developmental and capital improvement goals and to address any potential safety issues. ALP to be updated in this project.

Project Justification:
The 2007 Airport Master Plan is deficient in establishing long term developmental and capital improvement goals. There are potential safety issues that need to be addressed. The ALP will need updating.

Anticipated Impacts to existing FAA Facilities:
None

Certification

To the best of my knowledge and belief, all information shown in this CIP Data Sheet is true and correct and has been duly authorized by the sponsor.

Douglas B. Griffin
Authorized Representative Name (Print or Type)

Signature
City Manager
Title (Print or Type)
(907) 761-1317
Telephone (Print or Type)

6/5/2012
Date:

Jonathan C. Owen
Contact Name (Print or Type)
Interim Airport Manager
Title (Print or Type)
(907) 746-9441 or cell (907) 354-9512
Telephone (Print or Type)

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on January 24, 2012, at 6 pm in the council chambers, Palmer, Alaska.

Deputy Mayor Richard Best called the meeting to order at 6:04 pm.

B. ROLL CALL

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

Brad Hanson	Edna DeVries	Linda Combs
Kathrine Vanover	Ken Erbey	Richard Best

Mayor Johnson was absent and excused.

Also in attendance were the following:

Doug Griffin, City Manager
Janette Bower, City Clerk
Shelly Acteson, Deputy City Clerk
George Collum, City of Palmer Golf Course Manager
Jon Owen, Interim Palmer Airport Manager

C. PLEDGE OF ALLEGIANCE

The pledge of allegiance was led by Council Member Hanson.

D. AUDIENCE PARTICIPATION

E. NEW BUSINESS

Item 1 – The Palmer Municipal Airport: Update on the Corrective Action Plan with the FAA

- a. Committee of the Whole

Main Motion: To enter into the committee of the whole to discuss the Palmer Municipal Airport: Update on the Corrective Action Plan with the FAA

Moved by:	DeVries
Seconded by:	Combs
Action:	Motion carried by unanimous voice vote
In favor:	Best, Combs, Erbey, DeVries, Hanson, Vanover
Opposed:	None

The council entered the committee of the whole at 6:05 and exited at 7:02 pm.

Mr. John Lee:

- described the frustration in dealing with the Federal Aviation Association (FAA);
- commented on aeronautical product sale stipulations designated by the FAA; and
- stated the unresolved issues at the Palmer Airport are hindering development.

Council Members DeVries and Vanover thanked Mr. Lee and the rest of the Airport lessees' for their patience while the City works through issues with the Federal Aviation Administration (FAA).

Main Motion: To direct the Administration to send a letter to the FAA expressing the City's intention to remain a B-III airport, and to initiate the process to apply for Entitlement Grant monies to fund the Phase II Airport Master Plan, and find a resolution to the Palmer Golf Course fence issue

Moved by:	Combs
Seconded by:	DeVries
Action:	Motion carried by unanimous voice vote
In favor:	Best, Combs, Erbey, DeVries, Hanson, Vanover
Opposed:	None

City Manager Griffin:

- requested Council acknowledge the proposal to include the Congressional Delegation in the Palmer Airport issue.

Main Motion: To allow the Administration to engage the Congressional Delegation in the City's plight

Moved by:	DeVries
Seconded by:	Best
Action:	Motion carried by unanimous voice vote
In favor:	Best, Combs, Erbey, DeVries, Hanson, Vanover
Opposed:	None

Council Member Best encouraged the Administration to contact the State delegation as well.

Main Motion: To direct the City Attorney to review the existence of "grandfather rights" for the fence near the Palmer Airport, and review the Division of Forestry lease

Moved by:	Best
Seconded by:	DeVries
Action:	Motion carried by unanimous voice vote
In favor:	Best, Combs, Erbey, DeVries, Hanson, Vanover
Opposed:	None

F. COUNCIL MEMBER COMMENTS

G. ADJOURNMENT

With no further business before the council, the meeting adjourned at 7:07 pm.

Approved this twenty-eighth day of February, 2012.

DeLena Goodwin Johnson, Mayor

Janette M. Bower, MMC, City Clerk