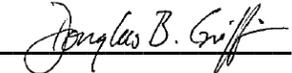


**CITY OF PALMER ACTION MEMORANDUM No. 10-078**

**SUBJECT:** Approve Extension of Authorization for Temporary Placement of State of Alaska Department of Environmental Conservation Air Quality Monitoring Trailer on City Maintained Parks and Recreation Land and Authorize City Manager to Sign Revised Memorandum of Understanding with Alaska Department of Environmental Conservation

**AGENDA OF: November 23, 2010**

<b>Council action:</b>	Approved
------------------------	----------

**Approved for presentation by Douglas B. Griffin, City Manager** 

Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – Director of Community Development	 11-03-10	
X	City Clerk	 11/17/10	
X	City Attorney	 11/17/10	
X	Director of Administration	 11/4/10	
	Director of Community Services		
	Director of Public Safety		
	Director of Public Works		

**Attachment(s):** Letter requesting extension from DEC Air Monitoring & Quality Assurance Program Manager, Barbara Trost  
 Revised Memorandum of Understanding with Alaska Department of Environmental Conservation  
 2006 Memorandum of Understanding with Alaska Department of Conservation  
 Palmer Municipal Code 15.08.3103

**Certification of Funds:**

X	No fiscal impact.	
	Funds are budgeted from this account number:	
	Funds are not budgeted. Budget modification is required. Affected account number:	
	<b>Unrestricted/undesignated fund balance (after budget modification):</b>	

Director of Administration Signature: 

**Summary statement:** Palmer Municipal Code 15.08.3103 requires City Council approval to

place a temporary structure within the City limits for more than six months. The Alaska Department of Environmental Conservation (ADEC) is requesting Council extend its November 27, 2007 approval of the placement of their Air Quality Monitoring Trailer as a temporary structure located at the eastern edge of the Little League field outside the Borough building.

**Background:** The City Council originally approved placement of this Air Quality monitoring trailer for a three year period on November 27, 2007. The placement of this equipment implemented the Memorandum of Understanding (MOU) signed in June 2006 by the Alaska Department of Environmental Conservation and the City. The purpose of the MOU was to develop a cooperative process for conducting air monitoring in Palmer.

Under the 2006 MOU, the ADEC agreed to supply all air monitoring equipment, supplies, and the manpower for the Palmer monitoring project. ADEC is also responsible for the utility costs associated with the monitoring site. Palmer agreed to assist ADEC in identifying the monitoring site, in communicating air quality results to local residents, and to act as a liaison to ADEC on air quality questions from city residents.

The Palmer monitoring site is part of the ADEC statewide monitoring network, by the Alaska Air Quality Network, which provides air quality data for long-term analysis by the ADEC. Data from the Palmer site is posted on a near real-time basis (hourly) on the network website <https://fortress.wa.gov/ecy/aaqm/Default.htm>.

ADEC has revised the 2006 MOU to update current contact information.

**Administration recommendation:** Approve action memorandum 10-078.

# STATE OF ALASKA

**DEPT. OF ENVIRONMENTAL CONSERVATION  
DIVISION OF AIR QUALITY  
AIR MONITORING**

**SEAN PARNELL, GOVERNOR**  
619 E. Ship Creek Ave., Suite 249  
Anchorage, AK 99501  
PHONE: (907) 269-7634  
FAX: (907) 269-7508  
<http://www.dec.state.ak.us>

November 2, 2010

Doug Griffin, City Manager  
City of Palmer  
231 West Evergreen Ave  
Palmer, AK 99645

**SUBJECT:** Permission to Extend Temporary Structure Status for the DEC Air Monitoring Shelter in Palmer at NHN E. Dahlia Ave. (Tax Parcel C-35, T18N, R2E, 533)

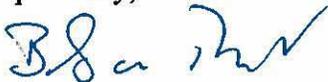
Dear Mr. Griffin:

The Alaska Department of Environmental Conservation (DEC) is requesting permission to keep the Palmer air monitoring shelter at the current location in the City Park between the baseball field and the tennis court. DEC was notified by the City that the permission for the temporary structure at the location shown above will expire on November 27, 2010. The Palmer monitoring site is part of the statewide monitoring network, which provides valuable air quality data for long-term analysis and protects the public health of Palmer residents by posting the data on a near real time basis (hourly) via the Alaska Air Monitoring Network website, <https://fortress.wa.gov/ecy/aaqm/Default.htm>. The website operation is coordinated through a cooperative effort among the DEC, the State of Washington Department of Ecology, and the EPA Region 10. The website automatically provides the data so residents can evaluate their daily activities during periods of poor air quality. This is especially important for people that are particularly susceptible to the effects of poor air quality; children, the elder, and people with underlying health conditions.

I have attached a revised version of the Memorandum of Understanding (MOU) between the City of Palmer and the Alaska DEC. The MOU was updated with new names and contact information for the people involved in the program.

If you have any questions, feel free to contact Bob Morgan at 907-696-3070, or email him at [Bob.Morgan@alaska.gov](mailto:Bob.Morgan@alaska.gov). Thank you for your cooperation with this monitoring effort.

Respectfully,



Barbara Trost  
Program Manager, DEC Air Monitoring & Quality Assurance

cc: Bob Morgan

attachment

**CITY OF PALMER**  
**AND**  
**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**AIR MONITORING IN PALMER, ALASKA**

This memorandum of understanding (MOU) is made and entered into between the Alaska Department of Environmental Conservation, hereinafter referred to as DEC, and the City of Palmer.

**PURPOSE AND OBJECTIVE**

This MOU was developed for the purpose of continuing a cooperative process between DEC and the City of Palmer to conduct air quality monitoring in Palmer, Alaska. The objective of the air monitoring program is to measure airborne particulate matter (dust/smoke), evaluate the data compared to the EPA National Ambient Air Quality Standards, and to assess whether the sources of the particulate matter are natural or anthropogenic. The ultimate goal of the program is to gather air quality data and to protect human health by making this information available to the public. This MOU identifies each party's responsibilities to ensure that the monitoring activities and current site location are mutually agreeable.

**RECITALS**

WHEREAS, the DEC intends to provide air quality monitoring equipment, services, and information for two locations in the Matanuska-Susitna (Mat-Su) Valley and wishes to involve the cities of Palmer and Wasilla, and the Mat-Su Borough in this project to further its goals to protect public health; and

WHEREAS, the DEC believes it is in the best interest of the State of Alaska to form a cooperative partnership with the City of Palmer to assess environmental concerns identified by all parties; and

WHEREAS, the DEC possesses expertise in air monitoring and desires to build capacity for conducting environmental assessments in Alaskan communities; and

WHEREAS, the DEC possesses air monitoring equipment which it is willing to site in Alaskan communities; and

WHEREAS, the DEC wishes to help the Mat-Su Valley governments determine which air pollutants are impacting the health of their residents; and

WHEREAS, the City of Palmer desires to protect the Air Quality of Palmer residents and visitors;

WHEREAS, two monitoring locations have been chosen for the Mat-Su Valley: one in Wasilla and one in Palmer;

Now, therefore, in consideration of benefits to be derived by each party, it is hereby agreed as follows:

## **GENERAL AGREEMENT**

### **I. PARTIES/PURPOSE:**

The City of Palmer, 231 W. Evergreen Avenue, Palmer, Alaska, 99645, enters into an agreement with the State of Alaska, Department of Environmental Conservation, Division of Air Quality, 619 East Ship Creek Avenue, Suite 249, Anchorage, Alaska 99501 ("DEC").

### **II. GENERAL OBLIGATIONS OF THE PARTIES:**

Under this agreement the City of Palmer will:

- Assist the DEC in identifying any future potential air monitoring sites;
- Take an active role in communicating the real-time, online availability of air monitoring results and health effects to local residents. This may be done in a variety of ways, including but not limited to providing a link on the city web site.
- Act as a liaison to DEC regarding questions on air quality from city residents.

Under this agreement the Department of Environmental Conservation will:

- Supply all air monitoring instrumentation, parts, supplies, and manpower for monitoring projects in Palmer. DEC will be responsible for utility costs (power/phone) associated with the monitoring sites.
- Serve as "technical experts" in the area of ambient air monitoring and provide information, if requested, on air monitoring sampling methods and protocols specific to this project.
- Assist the City of Palmer in communicating the real-time online availability of air monitoring results and health effects to local residents.

### **III. EFFECTIVE/TERMINATION DATE:**

This MOU will become effective upon signature of both parties and remain in effect until the termination of this project. Either party, with a 30-day-advance written notice, may terminate this agreement.

### **IV. MISCELLANEOUS PROVISIONS:**

1. Nothing in this agreement shall be construed as obligating the City of Palmer or DEC to expend any funds in excess of appropriations authorized by this MOU (none requested or authorized at this time).
2. Modifications to this agreement may be made only in writing and signed by both Parties.

**Project Officers**

City of Palmer  
Doug Griffin  
City Manager  
231 West Evergreen Ave  
Palmer, Alaska 99645  
(907) 761-1317  
[dgriffin@palmerak.org](mailto:dgriffin@palmerak.org)

Alaska Department of Environmental Conservation  
Bob Morgan  
Environmental Program Specialist  
619 East Ship Creek Avenue, Suite 249  
Anchorage, AK 99501  
907 269-3070  
[bob.morgan@alaska.gov](mailto:bob.morgan@alaska.gov)

IN WITNESS WHEREOF, each party hereto has caused this MOU to be executed by an authorized official on the day and year set forth opposite his/her signature.

**Alaska Department of Environmental Conservation:**

Date: 11/2/2010

  
\_\_\_\_\_  
Barbara Trost  
Program Manager, Monitoring & Quality Assurance

**City of Palmer:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Doug Griffin  
Palmer City Manager

**CITY OF PALMER**

**AND**

**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

**MEMORANDUM OF UNDERSTANDING**

**FOR**

**AIR MONITORING IN PALMER, ALASKA**

This memorandum of understanding (MOU) is made and entered into between the Alaska Department of Environmental Conservation, hereinafter referred to as DEC, and the City of Palmer.

**PURPOSE AND OBJECTIVE**

This MOU was developed for the purpose and objective of developing a cooperative process for conducting air monitoring in Palmer, Alaska to support an assessment of particulate matter due to natural and anthropogenic sources. This MOU identifies each party's responsibilities for ensuring that a mutually agreeable and representative site is chosen, equipment is installed in a timely manner, and power and phone access is available for monitoring equipment.

**RECITALS**

WHEREAS, the DEC intends to provide air quality monitoring equipment, services, and information for two locations in the Mat-Su Valley and wishes to involve the cities of Palmer and Wasilla, and the Mat-Su Borough in this project to further its goals to protect public health;  
and

WHEREAS, the DEC believes it is in the best interest of the State of Alaska to form a cooperative partnership with the City of Palmer to assess environmental concerns identified by all parties;  
and

WHEREAS, the DEC possesses expertise in air monitoring and desires to build capacity for conducting environmental assessments in Alaskan communities; and

WHEREAS, the DEC possesses air monitoring equipment which it is willing to site in Alaskan communities; and

WHEREAS, the DEC wishes to help the Mat-Su Valley governments determine which air pollutants are impacting the health of their residents; and

WHEREAS, the City of Palmer desires to protect the Air Quality of Palmer residents and visitors;

WHEREAS, two monitoring locations have been chosen for the Mat-Su Valley: one in Wasilla and one in Palmer;

Now, therefore, in consideration of benefits to be derived by each party, it is hereby agreed as follows:

## GENERAL AGREEMENT

### I. PARTIES/PURPOSE:

The City of Palmer, 231 W. Evergreen Avenue, Palmer, Alaska, 99645, enters into an agreement with the State of Alaska, Department of Environmental Conservation, Division of Air Quality, 555 Cordova Street, Anchorage, Alaska 99501 ("DEC").

### II. GENERAL OBLIGATIONS OF THE PARTIES:

#### Under this agreement the City of Palmer will:

- Assist the DEC in identifying any future potential air monitoring sites;
- Take an active role in communicating the real-time, online availability of air monitoring results and health effects to local residents. This may be done in a variety of ways, including but not limited to providing a link on the city web site
- Act as a liaison to DEC regarding questions on air quality from city residents.

#### Under this agreement the Department of Environmental Conservation will:

- Supply all air monitoring instrumentation, parts, supplies, and manpower for monitoring projects in Palmer. DEC will be responsible for utility costs (power/phone) associated with the monitoring sites.
- Serve as "technical experts" in the area of ambient air monitoring and provide information, if requested, on air monitoring sampling methods and protocols specific to this project.
- Assist the City of Palmer in communicating the real-time online availability of air monitoring results and health effects to local residents.

### III. EFFECTIVE/TERMINATION DATE:

This MOU will become effective upon signature of both parties and remain in effect until the termination of this project. Either party, with a 30-day-advance written notice, may terminate this agreement.

### IV. MISCELLANEOUS PROVISIONS:

1. Nothing in this agreement shall be construed as obligating the City of Palmer or DEC to expend any funds in excess of appropriations authorized by this MOU (none requested or authorized at this time).
2. Modifications to this agreement may be made only in writing and signed by both Parties.

**Project Officers**

City of Palmer  
Jane Dale  
Assistant to the City Manager  
231 West Evergreen Ave  
Palmer, Alaska 99645  
(907) 761-1311  
[jdale@palmerak.org](mailto:jdale@palmerak.org)

Alaska Department of Environmental Conservation  
Heidi Strader  
Environmental Project Specialist  
555 Cordova St  
Anchorage, AK 99501  
907 269-7676  
[heidi\\_strader@dec.state.ak.us](mailto:heidi_strader@dec.state.ak.us)

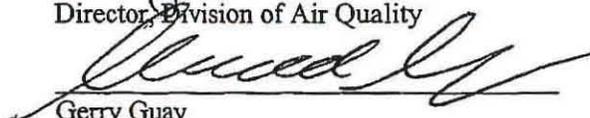
IN WITNESS WHEREOF, each party hereto has caused this MOA to be executed by an authorized official on the day and year set forth opposite his/her signature.

Alaska Department of Environmental Conservation:

Date: 6/20/06

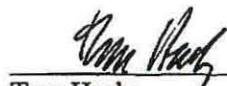
  
Thomas W. Chapple  
Director, Division of Air Quality

Date: 6/19/06

  
Gerry Guay  
Program Manager, Monitoring & Quality Assurance

City of Palmer:

Date: 6/14/06

  
Tom Healy  
Palmer City Manager

**15.08.1403 Energy conservation.**

Amend by adding a new section as follows:

For the purpose of energy conservation, the requirements of the International Energy Conservation Code, 2006 Edition, of the International Code Council along with the Alaska Building Energy Efficiency Standard amendments adopted by the State of Alaska will be the criteria to be used for new construction.

(Ord. 08-011 § 5, 2008; Ord. 06-001 § 6, 2006; Ord. 504 § 3, 1996)

**15.08.1805.2 Depth of footings.**

Delete the first sentence and insert the following:

Footings shall have a minimum depth of 42 inches unless another depth is recommended by a foundation investigation.

(Ord. 06-010 § 7, 2006; Ord. 06-001 § 6, 2006; Ord. 504 § 3, 1996)

**15.08.1805.4.2 Table 1805.4.2 Foundations for stud bearing walls.**

Amend by revising the minimum footing width to 15 inches and minimum footing thickness to seven inches for supporting one floor. (Ord. 06-001 § 6, 2006; Ord. 504 § 3, 1996).

**15.08.3103 Temporary buildings or structures.**

Amend by adding a sentence as follows:

No temporary building or structure shall remain in place longer than six months without City Council approval.

(Ord. 504 § 3, 1996)