



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
PHONE: (907) 373-9050
FAX: (907) 373-0788

COUNCIL MEMORANDUM NO. 92-81

From: Mayor Stein
Date: August 4, 1992
Subject: Resolution WR92-40 (Substitute)
Parks Security Patrols

The Administration is offering the attached substitute resolution because:

- (1) Parks are an areawide power of the Borough, not the City.
- (2) Security service has only been cut to Nunley and Carter Parks, not to any other City facilities.
- (3) Parks are technically assets of the Borough, not the City.
- (4) Costs to parks from vandalism are indeed public costs but more specifically costs to the Borough, not the City.
- (5) The request to add security should be to the Borough so that the City's parks maintenance contract can be revised.

John C. Stein, Mayor

Enclosure: Parks Maintenance Contract
Resolution WR92-40
Resolution WR92-40 (Substitute)



Matanuska-Susitna Borough

350 EAST DAHLIA AVE, PALMER, ALASKA 99645-6488 • PHONE 745-4801

July 23, 1992

RECEIVED
JUL 27 1992
City of Wasilla, Alaska

John C. Stein, Mayor
City of Wasilla
290 E. Heming Ave.
Wasilla, Alaska 99654-7091

Re: FY93 Parks and Recreation Services Agreement

Dear Mayor Stein:

Enclosed is an original and one copy of the subject agreement for your review and signature. When signed, please return both copies for Mr. Moore's signature and our check disbursement to the city of \$15,000. I believe you have previously received the \$750 for the extra security services.

If you have any questions, please call.

Sincerely,

A handwritten signature in cursive script that reads "Gerald A. Pineau".

Gerald A. Pineau
Community Services Manager

Enclosures

cc: Donald L. Moore, Borough Manager w/o enclosures
R. Desmond Mayo, Finance Director w/o enclosures

AGREEMENT

between

MATANUSKA-SUSITNA BOROUGH

and

CITY OF WASILLA

for

FY 93 PARKS AND RECREATION SERVICES

THIS AGREEMENT is made this ____ day of _____, 1993, by and between MATANUSKA-SUSITNA BOROUGH (hereinafter the BOROUGH) and the CITY OF WASILLA (hereinafter the CITY).

The parties agree as follows:

Section 1. Work. The CITY agrees to provide contractual services as a contractor to the BOROUGH to support parks and recreation functions within the City.

Section 2. Contract Term. The contract shall begin upon execution of this Agreement by the Borough Manager and shall expire upon completion of all duties of the Contractor to the satisfaction of the Borough Manager no later than June 30, 1993.

Section 3. Contract Time. The work shall begin no earlier than July 1, 1992. The work shall be completed by June 30, 1993.

Section 4. Contract Price. The BOROUGH shall pay the CITY a total sum not to exceed \$15,750 for the work specified in the contract documents. Any payments made by the BOROUGH on behalf of the CITY during the Contract term shall be deducted from the payment to the CITY.

Section 5. Method of Payment. Payment(s) will be made in advance and shall be paid within 10 days of signing this Agreement by the Borough Manager.

Section 6. Park Facilities. This Agreement shall be for the operation and maintenance of and improvements to the Wasilla Lake Park as described in the Scope of Work, marked Exhibit "B" attached hereto.

Section 7. Recognition of Park Facilities. It is expressly understood that the BOROUGH and the CITY hereby agree that the park facilities listed under **Section 6** of this Agreement are the only park facilities within the City geographic boundaries recognized by the BOROUGH and

are the only park facilities to be funded by the BOROUGH unless or until the BOROUGH otherwise recognizes and accepts any other park facilities at its sole discretion.

Section 8. Reports. The CITY specifically agrees to furnish an accounting (unaudited) report and performance report within forty-five (45) calendar days after June 30, 1993. In addition, the CITY shall submit its audited park facilities report within fifteen (15) calendar days of its final fiscal year 1993 audit report. The performance report shall detail all operation, maintenance, and improvement work accomplished.

Section 9. Inspections. The CITY shall allow the borough representative to inspect any and all work performed under this Agreement at any time during normal working hours that BOROUGH so desires. The CITY shall provide a city representative to accompany the borough representative during such inspections. Any unsatisfactory work/services performed or not performed, as the case may be, shall be remedied within a reasonable time. Such unsatisfactory or incomplete work shall be based upon the performance standard of workmanship, materials, and improvements designated in the Agreement.

Section 10. Reconciliation of Accounting/Funding. It is understood that the funding provided by the BOROUGH under this Agreement is the total obligation to be furnished by the BOROUGH; provided, however, any funding furnished by the BOROUGH not expended by the CITY shall be held in a special parks and recreation city account and, if not mutually agreed to its park and recreation use, shall be returned to the BOROUGH within fifteen (15) calendar days of the final fiscal year 1993 audit report. Any expenditures/costs made or incurred by the CITY in excess of the contract price of the Agreement shall be the sole responsibility of the CITY; provided, however, the BOROUGH at its sole discretion and prior to any excess expenditures/costs, may agree to fund such excess if additional funding is available.

Section 11. Relationship of the Parties. The CITY shall perform all obligations under this Agreement as an independent contractor of the BOROUGH. The BOROUGH will administer this Agreement and monitor the performance within the Agreement.

Section 12. Assignments and Subcontractors. The CITY may not assign any interest in the Agreement to another person, nor delegate any duties to a subcontractor or other person without the prior written approval of the Borough Manager. Any attempt by the CITY to assign any interest or delegate duties under this Agreement shall give the BOROUGH the right to immediately terminate the Agreement without any liability for work performed subsequent to termination. However, normal procurement for materials and/or services by the CITY is permissible.

Section 13. Warranty. The CITY expressly warrants that all materials used will be of the best quality locally available and that all workmanship will meet the highest standards of the trade. The CITY guarantees to answer personally for all materials and workmanship supplied to the BOROUGH and shall undertake to correct any workmanship or defect in materials found by the Borough Manager to constitute a breach of the Agreement.

Section 14. Indemnification. The CITY shall save, defend, hold harmless, and indemnify the BOROUGH from any claim, demand, suit, or liability, including attorney's fees and costs arising from any loss, damage to property or injury to persons resulting from the acts or omissions occurring in connection with performance of contract duties by the CITY, the city partners, employees, attorneys, officers, agents, assigns, or subcontractors.

- Section 15. Termination.** This Agreement may be terminated by the BOROUGH:
1. if the CITY, through no fault of the BOROUGH, fails to substantially perform any obligation under this Agreement;
 2. for any reason upon ten (10) days written notice to the CITY; or
 3. Under **Section 7** of this Agreement.

Upon termination of this Agreement the BOROUGH shall pay the CITY for all contract work completed to the satisfaction of the Borough Manager as of the date termination is effective. Payment to the CITY under this section may not exceed that total amount stated in **Section 4**.

Section 16. Contract Documents and Integration.

- A. This Agreement and those documents and appendices incorporated by reference (B) of this Section shall constitute the entire Agreement of the parties. There are not promises, terms, conditions, or obligations, other than those stated in this Agreement and its appendices, and this Agreement shall supersede all previous communications, representation, or agreements, either oral or written between the parties.
- B. The following documents are incorporated by reference into this agreement:
1. FY 93 Budget marked Exhibit "A"; and
 2. Scope of Work marked Exhibit "B" attached hereto.


MATANUSKA-SUSITNA BOROUGH

Date: _____

Donald L. Moore, Borough Manager

CITY OF WASILLA

Date: 7/28/92



John Stein, City Mayor

EXHIBIT A
BUDGET

ACCT. EX. NO.	ACCT. NO.	EXHIBITURE	PRIOR YR. ACTUAL FY-91	CURRENT YR. BUDGET FY-92	DEPARTMENT REQUEST FY-93	MAYOR APPROVED FY-92	COUNCIL APPR 7-1-92 FY-93	REVISION FY-93
		RECREATIONAL SERVICES						
		PERSONNEL SERVICES						
1101		SALARIES	\$9,831.00	\$11,016	\$12,093	\$12,093		\$0
1102		SPECIAL SALARIES	\$15,534.14	\$19,826	\$22,009	\$22,009		\$10,895
201		HEALTH INSURANCE	\$1,699.65	\$1,856	\$1,641	\$1,641		\$0
202		ESC	\$760.98	\$933	\$898	\$898		\$327
203		FMED	\$351.86	\$425	\$469	\$469		\$158
204		RETIREMENT	\$900.50	\$1,006	\$1,223	\$1,223		\$0
205		SBS	\$990.88	\$1,867	\$2,089	\$2,089		\$675
206		WORKERS COMPENSATION	\$2,105.07	\$2,115	\$2,196	\$2,196		\$764
		SUB TOTAL	\$32,174.08	\$39,044	\$42,618	\$42,618		\$12,819
		MATERIALS & SERVICES						
108		COMMUNICATIONS SERVICES	\$159.12	\$150	\$200	\$200		\$0
305		ELECTRICITY	\$654.21	\$800	\$800	\$800		\$300
306		WATER	\$300.00	\$300	\$350	\$350		\$200
307		SEWER CHARGES	\$325.00	\$300	\$375	\$375		\$200
608		CONTRACT SERVICES	\$2,258.16	\$2,500	\$2,500	\$2,500		\$0
650		SECURITY SERVICES	\$1,057.74	\$5,150	\$5,150	\$5,150		\$750
660		EMPLOYEE DRUG TESTING	\$99.00	\$200	\$100	\$100		\$50
806		VEHICLE INSURANCE	\$593.84	\$700	\$600	\$600		\$0
902		VEHICLE MAINTENANCE	\$519.23	\$400	\$400	\$400		\$0
904		EQUIPMENT PURCHASE	\$0.00	\$500	\$500	\$500		\$0
102		HAND TOOLS	\$153.42	\$100	\$150	\$150		\$0
506		SUPPLIES	\$1,880.53	\$1,365	\$1,365	\$1,365		\$400
507		SHRUBS AND PLANTS	\$0.00	\$500	\$500	\$500		\$0
508		FACILITIES REPAIR	\$1,256.73	\$6,484	\$2,685	\$2,685		\$531
509		FACILITY IMPROVEMENT	\$6,532.28	\$0	\$0	\$0		\$0
902		FUEL & OIL	\$916.14	\$800	\$1,000	\$1,000		\$500
		SUB TOTAL	\$16,705.40	\$20,249	\$16,675	\$11,525		\$2,931
		CAPITAL OUTLAY						
904		IRRIGATION SYSTEM	\$3,825.70	\$0	\$0	\$0		\$0
202		BUMPUS SOFTBALL FIELD	\$3.29	\$0	\$0	\$0		\$0
210		SIGNS	\$0.00	\$300	\$300	\$300		\$0
		SUB TOTAL	\$3,828.99	\$300	\$300	\$300		\$0
		TOTAL	\$52,708.47	\$59,593	\$59,593	\$54,443		\$15,750

DEPARTMENT: Recreational Services

ACCOUNT#	
450.1102	Special Salaries - 1 temporary hire for 4.5 months overtime included for week end duty.
450.1201	Health Insurance - Cost of premiums for employees health insurance.
450.1202	Employment Security Tax - Cost of paying unemployment insurance rates.
450.1203	FMED - Cost of paying FICA medicare cost for employees hired after April 1986.
450.1204	Retirement - Cost of paying City share of retirement cost for permanent City Employees.
450.1205	Supplemental Benefit System - Cost of paying supplemental health insurance benefits.
450.1206	Workers Compensation - Cost of insuring employees against injury on the job.
450.2108	Communication Services - Pays share to motorola for repeater lease and to McCaw Communications for beeper lease. Increase due to price increase from supplier.
450.2305	Electricity - Pays MEA for power to Parks for winter skating, holiday lighting, sewer pumps for 1 Park.
450.2306	Water - Pays water utility for water used by Lakeside restrooms.
450.2307	Sewer - Pays sewer utility for 1 Park.
450.2608	Contract Services - Pays for hydroseeding, trucking, and top soil or sand.

DEPARTMENT: Recreational Services

ACCOUNT#	
450.2650	Security Services - Pays share of security services to Guardian Security.
450.2660	Drug Testing - Pay cost of test for employee to meet city policy.
450.2806	Vehicle Insurance - Pays for insurance on XXM998 (Flatbed).
450.2902	Vehicle Maintenance - Pays for maintenance and repairs on XXM998
450.2904	Equipment Purchase - Replace weed eater.
450.3102	Handtools - Purchase replacement for handtools beyond repair.
450.3506	Supplies - Purchase seed, fertilizer, lime, fasteners, chain, cleaning supplies, repair parts for playground equipment.
450.3507	Plants and shrubs - Purchase replacement plants and shrubs in existing areas.
450.3508	Facilities Repair - Pays for repair and/or replacement of play ground equipment, buildings, and other structures in existing parks \$2685.
450.3509	Facility Improvement - Pathways and ground smoothness Lakeside Park.
450.3902	Fuel and oil - Pays for fuel & oil for XXM998, lawn mowers, generators, etc.
450.3904	Irrigation System - Watering svstem for three parks.
450.7202	Bumpus Softball Fields -
450.9210	Signs - Purchasing updated signs and repair of existing signs.

3/4

EXHIBIT B

SCOPE OF WORK

- (1) Provide for water, restrooms and daily trash removal, including weekends, at Wasilla Lake Wayside park.
- (2) Clean restrooms at Wasilla Lake Wayside Park daily.
- (3) Mow grass each 7 - 10 days at Nunley, Carter and Wayside Parks.
- (4) Three (3) times weekly trash removal at Nunley and Carter Parks.
- (5) Evening security checks at Wayside Park.
- (6) Water grass at Wayside Park as necessary.
- (7) Clean sand, maintain small children's play area.
- (8) Perform minor repair, replacements as necessary.
- (9) Winterization of parks facilities.

6/10/92

FAX 373-9085

To: MAYOR STEIN

PLEASE REVIEW, ETC.
NEED TO "CUT" CHECK ASAP
FOR FULL AMOUNT. AMENDMENT NO. 1

Thanks,



to

AGREEMENT

between

MATANUSKA-SUSITNA BOROUGH

and

CITY OF CITY OF WASILLA

for

PARKS & RECREATION SERVICES FY 93

RECEIVED

JUN 10 1992

City of Wasilla, Alaska

This Amendment No. 1 hereby amends the Parks & Recreation Services Agreement dated August 1, 1991 between the MATANUSKA-SUSITNA BOROUGH and the CITY OF WASILLA as follows:

EXHIBIT B - SCOPE OF WORK-ITEM 13

The City of Wasilla agrees to provide ^sSecurity/^sServices for Wasilla Lake Park through Labor Day, September 7, 1992. In exchange for this service, the borough agrees to pay an additional \$750.


from June 10 1992

Except as herein amended, all other terms, conditions, and specifications remain the same.

MATANUSKA-SUSITNA BOROUGH

CITY OF WASILLA

By: _____
Donald L. Moore
Borough Manager

By: 
John Stein
Mayor

Date: _____

Date: 6/10/92



CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
PHONE: (907) 373-9050
FAX: (907) 373-0788

REQUESTED BY: COUNCILMAN CARSON
PREPARED BY: CLERK'S OFFICE

RESOLUTION NO. WR92-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASILLA, ALASKA DIRECTING THE MAYOR TO REINSTATE SECURITY SERVICE AT ALL CITY PARKS AND CITY FACILITIES.

WHEREAS, it is in the best interest of the City of Wasilla that City assets be patrolled and protected routinely by security services; and

WHEREAS, City facilities and parks have been patrolled in past years but the Mayor has cut much of the security patrols of parks inside the City; and

WHEREAS, the Wasilla City Council desires that the Mayor be required to reinstate security patrols of all City parks and facilities;

NOW THEREFORE BE IT RESOLVED, that the Wasilla City Council directs the Mayor to reinstate patrols of City parks to prevent vandalism and disturbance of the peace in those parks which has been occurring at great cost to the City as a result of the Mayor's policy of no security patrols at some City parks.

APPROVED:

JOHN C. STEIN, Mayor

ATTEST:

ERLING P. NELSON, CMC
City Clerk

(SEAL)

Failed



Requested by: Administration
Prepared by: Administration

CITY OF WASILLA

290 E. HERNING AVE.
WASILLA, ALASKA 99654-7091
PHONE: (907) 373-9050
FAX: (907) 373-0788

RESOLUTION NO. WR92-40 (Substitute)

A RESOLUTION OF THE CITY COUNCIL OF WASILLA, ALASKA REQUESTING THE BOROUGH TO REINSTATE SECURITY SERVICE TO ALL PARKS WITHIN THE CITY.

WHEREAS, it is in the best interest of the City of Wasilla that public assets be patrolled and protected routinely by security services; and

WHEREAS, public parks have been patrolled in past years but budget restrictions have cut the security patrols of Nunley Park and Carter Park; and

WHEREAS, the Wasilla City Council desires that the Borough reinstate security patrols of all City parks; and

WHEREAS, vandalism and disturbances of the peace have been occurring at great cost to the public as a result of the absence of security patrols.

NOW THEREFORE BE IT RESOLVED that the Wasilla City Council hereby requests the Matanuska-Susitna Borough to reinstate patrols of public parks.

APPROVED:

John C. Stein, Mayor

ATTEST:

Erling P. Nelson, CMC
City Clerk

(Seal)

DRAFT

REQUESTED BY: COUNCILMAN CARSON
PREPARED BY: CLERK'S OFFICE

RESOLUTION NO. WR92-40 SUBSTITUTE B

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASILLA,
ALASKA REQUESTING SECURITY SERVICE AT ALL CITY PARKS.**

WHEREAS, it is in the best interest of the City of Wasilla that all Park Facilities be patrolled and protected routinely by security services; and

WHEREAS, Park facilities have been patrolled in past years but the funding has been cut for the security patrols of parks inside the City; and

WHEREAS, the Wasilla City Council desires that the security patrols be reinstated for all parks;

NOW THEREFORE BE IT RESOLVED, that the Wasilla City Council requests reinstatement of security patrols of parks to prevent vandalism and disturbance of the peace in those parks which has been occurring at great cost to the public as a result of no security patrols at some of the parks;

BE IT FURTHER RESOLVED, that funding for security patrols cut come out of Council Contingency.

APPROVED:

JOHN C. STEIN, Mayor

ATTEST:

DRAFT

ERLING P. NELSON, CMC
City Clerk

(SEAL)