

**City of Palmer, Alaska**  
**City Council Meeting**  
**August 25, 2020, at 7:00 PM**  
City Council Chambers  
231 W. Evergreen Avenue, Palmer  
[www.palmerak.org](http://www.palmerak.org)

## **AGENDA**

### **A. CALL TO ORDER**

### **B. ROLL CALL**

### **C. PLEDGE OF ALLEGIANCE**

### **D. APPROVAL OF AGENDA**

- 1. Approval of Consent Agenda
  - a. **Action Memorandum No. 20-056:** Authorizing the City Manager to Extend the Legal Services Contract with Jermain, Dunnagan & Owens, P.C. for One Additional Year to Expire December 31, 2021 ..... Page 3
- 2. Approval of Minutes of Previous Meetings
  - a. July 28, 2020, Regular Meeting..... Page 15

### **E. REPORTS**

- 1. City Manager’s Report ..... Page 19
- 2. City Clerk’s Report
- 3. Mayor’s Report ..... Page 21
- 4. City Attorney’s Report

### **F. AUDIENCE PARTICIPATION**

### **G. PUBLIC HEARING**

- 1. **Ordinance No. 20-005:** Amending Palmer Municipal Code Section 2.04.160 Council Community Grants (Pending Motion) ..... Page 23

### **H. NEW BUSINESS**

### **I. RECORD OF ITEMS PLACED ON THE TABLE**

### **J. AUDIENCE PARTICIPATION**

### **K. COUNCIL COMMENTS**

### **L. ADJOURNMENT**

## Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
<b>Sep 8</b>	Special	6 pm	Audit Presentation
<b>Sep 8</b>	Regular	7 pm	
<b>Sep 22</b>	Regular	7 pm	
<b>Oct 12</b>	Special	6pm	Election Certification
<b>Oct 13</b>	Regular	7 pm	
<b>Oct 27</b>	Regular	7 pm	
<b>Nov 10</b>	Special	6 pm	Budget
<b>Nov 10</b>	Regular	7 pm	
<b>Nov 24</b>	Special	6 pm	Budget
<b>Nov 24</b>	Regular	7 pm	
<b>Dec 8</b>	Regular	7 pm	Budget
<b>Dec 22</b>	Regular	7 pm	
<b>Jan 12 '21</b>	Regular	7 pm	

**City of Palmer  
Action Memorandum No. 20-056**

**Subject:** Authorizing the City Manager to Extend the Legal Services Contract with Jermain, Dunnagan & Owens, P.C. for One Additional Year to Expire December 31, 2021


**Agenda of:** August 25, 2020

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

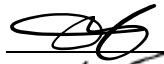


**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	v Finance		07/28/2020
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ Variable dependent on hourly work

This legislation (√):

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

Funds are (√):

- Budgeted                      Line item(s): Will be included in the 2021 budget process
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Legal Services Contract

**Summary Statement/Background:**

On December 13, 2016, council approved AM 16-092, a two-year contract for legal services with Jermain, Dunnagan & Owens, P.C. for the period starting January 1, 2017 and expiring December 31, 2018. Included in the Legal Services RFP, was the option for a unilateral extension of the contract for legal services for an additional three one-year terms.

The Council approved Action Memorandum No. 18-088, on October 23, 2018, providing for a one-year extension effective January 1, 2019 through December 31, 2019.

The Council approved Action Memorandum No. 19-064, on August 27, 2019, providing for the second one-year extension effective January 1, 2020 through January 31, 2020.

The third of the optional extensions would be effective January 1, 2021 through December 31, 2021. All remaining terms and conditions of the original agreement shall remain in full force and effect.

Per Section 4. Time and Performance, the approved contract permits three one-year extension options. This is number three of three extensions.

**Administration's Recommendation:**

To approve Action Memorandum No. 20-056

**City of Palmer  
Action Memorandum No. 19-064**

**Subject:** Authorizing the City Manager to Extend the Contract for Legal Services with Jermain, Dunnagan & Owens, P.C. for One Additional Year to Expire December 31, 2020


**Agenda of:** August 27, 2019

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**




**Originator Information:**

**Originator:**    Mayor DeVries via City Clerk

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____ <input checked="" type="checkbox"/>	Finance		_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **Variable dependent on hourly work**

This legislation (√):

- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ **Variable**
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Attachment(s):**

- Legal Services Contract

**Summary Statement/Background:**

On December 13, 2016, council approved AM 16-092, a two-year contract for legal services with Jermain, Dunnagan & Owens, P.C. for the period starting January 1, 2017 and expiring December 31, 2018. Included in the Legal Services RFP, was the option for a unilateral extension of the contract for legal services for an additional three one-year terms.

The Council approved Action Memorandum No. 18-088, on October 23, 2018, providing for a one-year extension effective January 1, 2019 through December 31, 2019. All remaining terms and conditions of the original agreement shall remain in full force and effect.

The second of the optional extensions would be effective January 1, 2020 through December 31, 2020. All remaining terms and conditions of the original agreement shall remain in full force and effect.

**Administration's Recommendation:**

Authorize Action Memorandum No. 19-064

## PROFESSIONAL SERVICES AGREEMENT

THIS Agreement made and entered into this 14th day of December, 2016, by and between the City of Palmer, an Alaska municipal corporation (the City), and Jermain, Dunnagan & Owens, P.C. (Attorney).

### **Section 1. Engaged Employment of Attorney**

The City hereby agrees to engage the Attorney and the Attorney hereby agrees to perform the services hereafter set forth.

### **Section 2. Attorney's Representations and Warranties, and Manner of Performance**

- (A) Attorney hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Attorney is a professional in the subject area in which services are to be provided and that Attorney has more than adequate experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
- (B) Attorney accepts the relationship of trust and confidence between it and the City. Attorney covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

### **Section 3. Scope of Services**

- (A) Serve as the legal advisor of and be responsible to the City Council, and advise the City Manager, and City Clerk concerning matters affecting City administration, as well as perform other duties as may be prescribed by the City Council.
- (B) Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions as needed. Provide limited representation in court, negotiate on the City's behalf and handle other legal matters that may arise.
- (C) Be readily available for consultation by the City Council, City Manager, City Clerk, and City staff.
- (D) Draft opinion letters regarding, among other subjects, the interpretation of the Palmer Municipal Code and Charter, state and federal laws, and policies.
- (E) Perform other such duties as may be prescribed for the City Attorney by ordinance or by direction of the City Council and/or City Manager.
- (F) Must work effectively with the City Council, City Manager, City staff, and also with other public agencies with which the City has legal relations.
- (G) The City Attorney, or designee, is required to attend scheduled city council meetings; unless excused by City Council, Mayor or Manager.

### **Section 4. Time of Performance**

The services of the Attorney shall commence on January 1, 2017, for a term of two years, with three one-year extension options unilaterally available to the City. The period of performance may be extended for additional

periods beyond five years only by the mutual written agreement of the parties. The agreement may be terminated at the convenience of the City at any time.

## **Section 5. Compensation**

- (A) Subject to the provisions of this Agreement, the City shall pay the Attorney a total sum for all legal services, all non-secretarial paralegal services, approved third-party expenses, and all allowed travel time for the term of this Agreement in accordance with the following provisions:
  - (1) Hourly cost for services to be provided:
    - Shareholder/Of Counsel Attorneys: \$205.00/Hour
    - Associate Attorneys: \$185.00/Hour
    - Paralegals: \$100.00/Hour
  - (2) No travel time shall be charged to and from Palmer for council meetings. Travel time for other business to and from Palmer may not exceed two hours total. Subject to the prior limitations, travel time may be charged at Attorney's normal travel time rate.
- (B) Attorney may increase its hourly fee \$5.00 per year for each one-year extension the City chooses to exercise.
- (C) Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Attorney in connection with performance of Attorney's duties under this Agreement. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs the Attorney may incur in the performance of its obligations under this Agreement have already been included in computation of the Attorney's fee and may not be charged to the City.

## **Section 6. Method and Time of Payment**

- (A) The City will compensate the Attorney in accordance with Section 5, which compensation shall constitute the full and complete compensation for the Attorney's services and performance under this Agreement. Payments will be made on receipt of monthly billing.
- (B) No payment will be disbursed until approved by the City. The City Manager shall review Attorney's billings in a timely manner, and to request from the Attorney necessary explanations or additional documentation within fifteen (15) days of receipt of billing by the City. The City expects to pay within thirty-one (31) days of receipt of billing or receipt of requested explanations or documentation acceptable to the City, whichever is later.

## **Section 7. Termination of Agreement for Cause**

If, through any cause, the Attorney shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Attorney shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Attorney of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Attorney arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination or upon request. The Attorney shall be entitled to



receive compensation in accordance with the payment provisions of Section 5 of this Agreement only for work completed to the City's satisfaction in accordance with Section 5 of this Agreement and the other terms of this Agreement.

### **Section 8. Termination for Convenience of City**

The City may terminate this Agreement at any time by giving written notice to the Attorney of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 7 are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Attorney shall be entitled to receive compensation in accordance with the payment provisions of Section 5 of this Agreement only for work completed to the City's satisfaction in accordance with Section 5 of this Agreement and the other terms of this Agreement. If this Agreement is terminated due to the fault of the Attorney, Section 7 of this Agreement shall govern the rights and liabilities of the parties.

### **Section 9. Causes Beyond Control**

In the event the Attorney is prevented by a cause or causes beyond control of the Attorney from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement, which will render the Attorney liable for damages or give rights to the cancellation of the Agreement for cause, provided that Attorney duly and timely notifies the City in writing of the cause or causes, which writing must be titled "Cause or Causes Beyond Control of Attorney." However, if and when such cause or causes cease to prevent performance, the Attorney shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Attorney and which prevent the performance of the Attorney: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Attorney from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Attorney and would not prevent another Attorney from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Attorney. Based on Attorney's "Cause or Causes Beyond Control of Attorney," the City will determine whether the event preventing the Attorney from performing is a cause beyond the Attorney's control.

### **Section 10. Modifications**

- (A) The parties may mutually agree to modify the terms of the Agreement only by means of an agreement in writing signed by both parties. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- (B) It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Attorney to agree to modification in the scope of services will be the basis for termination of the Agreement for cause.

### **Section 11. Equal Employment Opportunity**

The Attorney will not discriminate against any employee or applicant for employment in violation of law, to include without limitation, because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Attorney shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam

era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Attorney agrees to post in conspicuous places in its office available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Attorney will, in all solicitations or advertisements for employees placed by or on behalf of the Attorney; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam era. The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

## **Section 12. Interest of Members of City and Others**

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

## **Section 13. Non-Assignability**

- (A) The Attorney shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Attorney from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Attorney shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to the Attorney.
- (B) The Attorney shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

## **Section 14. Interest of Attorney**

The Attorney covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Attorney further covenants that in the performance of this Agreement it shall not knowingly employ any person having any such interest and that it shall reasonably inquire of all its employees to determine that they have no such interest.

## **Section 15. Findings Confidential**

Except as required by law, including court orders directing disclosure, any reports, information, data, etc., given to or prepared or assembled by the Attorney under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Attorney without the prior written approval of the City.

## **Section 16. Officials Not to Benefit**

No members of the Congress of the United States and no resident commissioner shall be admitted to any share or part thereof or to any benefit to arise from this Agreement. No member of the legislature or officer of the

state of Alaska or the City shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

### **Section 17. Publication, Reproduction and Use of Materials**

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

### **Section 18. Audits and Inspections of Records**

- (A) At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of Attorney's records with respect to all matters covered by this Agreement and Attorney will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Except in case of emergency, Attorney must make such records available upon five (5) days notice. In case of emergency, Attorney must make such records available immediately upon request. In performing such audits and investigations, the City and its representatives shall not unduly interfere with the ability of Attorney to perform his duties under this Agreement.
- (B) Attorney files will be retained in accordance to City's Records Retention Schedule. Attorney will provide the City Clerk with a report and obtain written authorization prior to destruction of any records.
- (C) Upon termination of this agreement, all Attorney's records will be turned over to the City Clerk as described in Section 7.

### **Section 19. Jurisdiction; Choice of Law**

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

### **Section 20. Non-Waiver**

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

### **Section 21. Permits, Laws and Taxes**

The Attorney shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. In performing its obligations under this Agreement, Attorney shall comply with all applicable statutes, ordinances, rules and regulations. The Attorney shall pay all taxes pertaining to its performance under this Agreement.

### **Section 22. Relationship of the Parties**

The Attorney shall perform its obligations hereunder as an independent contractor of the City. The City may administer this Agreement and monitor the Attorney's compliance with this Agreement but shall not supervise or otherwise direct the Attorney except to provide recommendations and to provide approvals pursuant to this Agreement.

### **Section 23. Administration of this Agreement**

- (A) The City Manager or designee will be the representative of the City administering this Agreement.
- (B) The services to be furnished by the Attorney shall be administered by the City Manager. In the event that Attorney is unable to serve for any reason to perform his obligations under this Agreement, the Attorney shall appoint a successor in interest but such appointment will be subject to a written approval of the City.

### **Section 24. Integration**

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein:

### **Section 25. City Held Harmless**

- (A) The Attorney shall indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.
- (B) The Attorney shall not indemnify, defend, save and hold the City harmless from any lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of wrongful or negligent acts, errors or omissions solely of the City occurring during the course of or as a result of the performance of this Agreement.
- (C) Where lawsuits, actions, claims or liability, including reasonable attorney's fees and costs, arise out of wrongful or negligent acts of both the Attorney and the City occurring as a result of the performance of this Agreement, the Attorney shall indemnify, defend, save and hold the City harmless from only that portion of the lawsuit, action, claim or liability, including reasonable attorney's fees and costs, arising out of or related to any wrongful or negligent act, error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.

### **Section 26. Interpretation and Enforcement**

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

### **Section 27. Attorney Insurance**

- (A) The Attorney will maintain during the course of the contract attorney's errors and omissions insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible no greater than \$25,000. In addition, if the policy is a claims-made policy; the Attorney must maintain such policy of insurance after the termination of the contract for a period of six years or alternatively obtain an extended reporting endorsement (tail coverage) for six years after the termination providing the same coverage, or a combination of the two. Attorney shall annually provide the City with a certificate of insurance for errors and omissions insurance from attorney's insurance company showing the then-current coverage limits (including extended reporting endorsement, if applicable).
- (B) The Attorney will, at its own expense, secure and maintain and file a certificate of insurance with the City with acceptable insurance coverage, including defense and indemnification of the City. The insurance policies will be secured with insurance companies that are admitted carriers to State of Alaska or an approved Surplus Lines carrier in State of Alaska with an AM Best rating of A- or better.
- (1) Comprehensive General Liability or Commercial General Liability Coverage: Limit \$1,000,000 per claim and \$2,000,000 aggregate Bodily Injury and Property Damage, combined Single Limit. Coverage to include:
- Premises Operation
  - Products/Completed Operations
  - Independent Contractors
  - Blanket Contractual
  - Broad Form Property Damage
- (2) Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30, et. seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's liability limits shall be: \$100,000 each accident; \$500,000 disease--policy limit; and \$100,000 disease--each employee.
- (3) Comprehensive Automobile Liability: Limit \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to include all owned or rented/leased vehicles driven by employees engaged in the performance of the work specified in this Agreement.
- (4) Unemployment Insurance by payment of employment security taxes for all employees hired by the Attorney to work on this project. In the event of the Attorney's failure to pay such taxes, the City will withhold an amount sufficient to pay such taxes from any payments owed to the Attorney by the City. The City also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the Attorney. The City further reserves the right to withhold that portion of employment security taxes owed to any employees pending notification of the Attorney's unemployment security tax clearance from the Alaska State Department of Labor.
- (5) Cyber Liability: Limit \$1,000,000 endorsed to include third party coverage for the City of Palmer.

- (C) A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of the Agreement, pursuant to Section 7 for Cause.
- (D) Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the City prior to cancellation. Each policy (other than for worker's compensation and Errors and Omissions) shall name the City as an additional insured. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage. Attorney's insurance coverage shall be primary to any coverage carried by the City, which covers the work specified in this Agreement.

**Section 28. Understanding**

The Attorney acknowledges that the Attorney has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of its choice, and is executing this Agreement of his own free will.

**Section 29. Severability**

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

**Section 30. Compliance with Law**

Attorney shall comply with all applicable Federal, State of Alaska and City laws, regulations, and ordinances in performing his duties hereunder.

**Section 31. Notices**

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

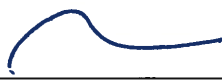

City: City Manager  
 City of Palmer  
 231 W. Evergreen Ave.  
 Palmer, AK 99645

Attorney: Jermain, Dunnagan & Owens, P.C.  
 3000 A Street, Suite 300  
 Anchorage, AK 99503

CITY OF PALMER:

ATTORNEY:

  
 \_\_\_\_\_  
 Nathan E. Wallace, City Manager

  
 \_\_\_\_\_  
 Michael R. Gatti, Shareholder Attorney  
 Gary C. Sleeper

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on July 28, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

**B. ROLL CALL**

Due to COVID-19 Mayor DeVries was present in the Council Chambers while the Council Members participated in the meeting by teleconference.

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

- |   |  |
|---|--|
| Edna DeVries, Mayor                               | Linda Combs, Deputy Mayor (participated by teleconference) |
| Julie Berberich (participated by teleconference)  | Sabrina Combs (participated by teleconference)             |
| Richard W. Best (participated by teleconference)  | Jill Valerius (participated by teleconference)             |
| Steve Carrington (participated by teleconference) |  |

Staff in attendance were the following:

- |                                 |   |
|---------------------------------|---|
| John Moosey, City Manager       | Michael Gatti, City Attorney (participated by teleconference) |
| Norma I. Alley, MMC, City Clerk | Kara Johnson, Deputy City Clerk                               |

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  - a. **Action Memorandum No. 20-053:** Authorizing the City Manager to Execute an Assignment and Consent to Assignment of Lease Agreements with Hinchinbrook Equipment, Inc. and New Horizons Telecom, Inc. for PMA Lease No. 91-1 on Lease Lot 5, and PMA Lease No. 97-2 on Lease Lot 4, of Block 3, Palmer Municipal Airport for the Purpose of Transferring the Leases to the Parent Corporation
  - b. **Action Memorandum No. 20-054:** Authorizing the City Manager to Negotiate and Enter into a Sole Source Contract with Roger Hickel Contracting, Inc., for the Purchase and Installation of an Additional Sulzer Blower, to Include Control Integration and Electrical Connections, at the Palmer Wastewater Treatment Plant in an Amount Not to Exceed \$312,026.00
2. Approval of Minutes
  - a. June 23, 2020, Regular Meeting

**Main Motion: To Approve the Agenda, Consent Agenda, and Minutes**

Moved by:	L. Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

## E. REPORTS

### 1. City Manager's Report

City Manager Moosey reported:

- Fire Department promotion;
- Revenue update;
- Budget meeting schedule;
- Cares Act grant applications update;
- Airport events;
- Fairgrounds events; and
- Requested Council input regarding the 2021 Budget.

### 2. City Clerk's Report

City Clerk Alley highlighted her written report and announced:

- Referendum petition is now certified and will be on the October 2020 ballot;
- Price quotes were received for hearing officers on Appeal Case No. #20-004: U-Haul CUP and hearing no objection from the Council, the Clerk's Office moved forward with Joseph Levesque;
- Candidate Filing deadline; and
- Received training on the new election equipment.

### 3. Mayor's Report

Mayor DeVries highlighted her written report and requested a change to Palmer Municipal Code (PMC) to allow Council more time to review citizen petitions.

### 4. City Attorney's Report

None.

## F. AUDIENCE PARTICIPATION

Mr. Robert Lacher spoke on the new intersection of Evergreen Avenue and Cobb Street.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Mr. Mike Chmielewski spoke on the new intersection of Evergreen Avenue and Cobb Street and current affairs regarding wearing masks in public.

City Clerk Alley read written testimony into the record (see official meeting packet for written testimony).

## G. PUBLIC HEARING

1. **Ordinance No. 20-007:** Suspending Ordinance No. 18-004 Pertaining to Palmer Municipal Code Chapter 8.09 Regarding the Distribution of Single-Use Disposable Plastic Shopping Bags During the State of Emergency Order Regarding the COVID-19 Pandemic

Mayor DeVries opened the public hearing on Ordinance No. 20-007.

Mr. Eugene Carl Haberman testified on the public process and rights of the public to address policies and procedures.

Mr. Mike Chmielewski testified against Ordinance No. 20-007.



City Clerk Alley read written testimony into the record (see official meeting packet for written testimony).

Hearing no objections from the Council, Mayor DeVries closed the public hearing.

**Main Motion: To Approve Ordinance No. 20-007, as Amended**

Moved by:	Carrington
Seconded by:	L. Combs

**Primary Amendment #1: To Amend Section 3 to add "upon approval by City Council" and read as "Palmer Municipal Code Chapter 8.09 is hereby temporarily suspended, upon approval by City Council, for sixty calendar days following the lifting of the state of Alaska emergency orders regarding the COVID-19 pandemic."**

Moved by:	L. Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried

**Primary Amendment #2: To Amend Section 1 to read "this ordinance shall be temporary in nature."**

Moved by:	Berberich
Seconded by:	S. Combs
Vote:	Unanimous
Action:	Motion Carried

**Primary Amendment #3: To Strike the Lifting After Emergency Orders in Section 3 and Section 4**

Moved by:	Valerius
Seconded by:	S. Combs
Vote:	3 Yes/4 No (Best, Carrington, L. Combs, DeVries)
Action:	Failed for Lack of Majority

**Vote on Main Motion: To Approve Ordinance No. 20-007, as Amended**

Vote:	4 Yes/3 No (Berberich, S. Combs, Valerius)
Action:	Motion Carried

- Resolution No. 20-019:** Issuance of Utility Revenue Bonds in the Principal Amount Not to Exceed \$8,000,000.00 to Finance Wastewater Utility Improvements, as Required by Federal Consent Decree, and to Submit the Question of the Issuance of such Bonds to the Qualified Voters of the City at the October 6, 2020 City Election (1<sup>st</sup> Public Hearing)

Mayor DeVries opened the public hearing on Resolution No. 20-019. Seeing no one come forward to speak and hearing no objection from the Council, the public hearing was closed.

**Main Motion: To Approve Resolution No. 20-019**

Moved by:	L. Combs
Seconded by:	Carrington

Mayor DeVries announced a second public hearing will be held at the August 11, 2020, Council Meeting.

3. **Resolution No. 20-020:** Accepting and Appropriating the 2020 State of Alaska DUI High Visibility Enforcement Grant 405d M5HVE-20-01-FA(A)-10 in the Amount of \$18,720.00 to be Used for DUI High Visibility Enforcement Activities by the Palmer Police Department from July 3, 2020, through September 8, 2020

Mayor DeVries opened the public hearing on Resolution No. 20-020.

Mr. Eugene Carl Haberman testified on the public process and rights of the public to address policies and procedures.

Hearing no objections from the Council, Mayor Devries closed the public hearing.

**Main Motion: To Approve Resolution No. 20-020**

Moved by:	Best
Seconded by:	L. Combs
Vote:	Unanimous
Action:	Motion Carried

**H. NEW BUSINESS**

None.

**I. RECORD OF ITEMS PLACED ON THE TABLE**

City Clerk Alley reported City Manager’s report and written public testimony were Items Placed on the Table.

**J. AUDIENCE PARTICIPATION**

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

**K. COUNCIL MEMBER COMMENTS**

Council Member Valerius and Council Member S. Combs sponsored a public hearing for the Council to consider repealing Palmer Municipal Code Section 5.32.

**L. ADJOURNMENT**

With no further business before the City Council, the meeting adjourned at 10:04 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2020.**

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk

\_\_\_\_\_  
Edna B. DeVries, Mayor





**Mayor's Memo**  
**Council Meeting report for council Meeting**  
**on August 25, 2020**

**Events**

**Alaska State Fair has scheduled several events, please check their Facebook or website to see the calendar of events.**

**Friday Fling continues.**

**Mayor/Managers meeting on August 20**

**9-1-1 Task Force meeting via webex at least once many times twice a week - report due by September 1 to the Governor - 3 subgroups have adopted their recommendations and will be adopted by August 26 to send to the Governor.**

**Basic Needs - zoom meeting - August 20**

**Mayor/Manager meeting - August 20**

**I will be asking for Potential conflict of Interest by council members on pending legislation.**

**We want and value your input and participation.**

*Edna DeVries Mayor u/t 907-355-9933*

**edevries@palmerak.org**



**City of Palmer  
Ordinance No. 20-005**

**Subject:** Amending Palmer Municipal Code Section 2.04.160 Council Community Grants

**Agenda of:** April 14, 2020 – Introduction  
 May 12, 2020 – Public Hearing (Postponed to 8/25 - Main Motion on the Floor)  
 August 25, 2020 – Public Hearing

**Council Action:**     **Adopted**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

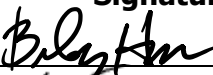


**Originator Information:**

**Originator:**    City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**


Total amount of funds listed in this legislation:    \$ **0.00**

This legislation (√):

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

Funds are (√):

- Budgeted                      Line item(s): \_\_\_\_\_
- Not budgeted                      \_\_\_\_\_

Director of Finance Signature: 

**Attachment(s):**

- Ordinance No. 20-005

**Summary Statement/Background:**

At the Joint City Council and Board of Economic Development (BED) meeting on February 11, 2020, Council directed the BED to conduct the code required biennial review of the council community grant program. The BED discussed the program at their March 9, 2020 meeting. Members determined that the council community grant program should be expanded from its current economic emphasis to include other significant community contributions, such as historical, community, social, cultural, and recreational programs or events. Likewise, members felt the council community grant program should be simplified, including eligible grant types, administration grant scoring, grant reporting and compliance, and continued eligibility.

BED members felt the council community grant program should accurately reflect City Council's current practice of providing organizations with modest levels of support and assistance for the benefit of Greater Palmer for a variety of community causes.

**Administration's Recommendation:**

Adopt Ordinance No. 20-005



**LEGISLATIVE HISTORY**

Introduced by: City Manager  
Date: April 14, 2020  
Public Hearing: May 12, 2020  
Public Hearing: August 25, 2020  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 20-005**

**An Ordinance of the Palmer City Council Amending Palmer Municipal Code Section 2.04.160, Relating to Council Community Grants**

WHEREAS, the City of Palmer, Alaska ("City") is a home rule city and, under Section 11 of Article X of the Alaska Constitution, may exercise all legislative power not prohibited by law or the Charter of the City, and the City has determined that the matter set forth in this ordinance is not prohibited by law or the Charter; and

WHEREAS, the City recognizes the valued contributions being provided through the volunteer efforts of community champions; and

WHEREAS, the Palmer City Council directed the Board of Economic Development (BED) to conduct their biennial review, to determine if changes are warranted to the council community grant program; and

WHEREAS, the BED has reviewed the council community grant program and determined that contributions should not be limited to economic benefits for the city, and should include programs or events that have social, cultural, historical or recreational significance to the Palmer community.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Chapter 5.28.010 is hereby added to read as follows (new language is underlined, and deleted language is stricken):

**2.04.160 Council community grants.**

The city of Palmer recognizes the valued contributions being provided through the volunteer efforts of community organizations, agencies, and individuals on behalf of its citizens. Community grant funding demonstrates council's commitment to programs, services, projects and events

(event) that are benefits to the community while at the same time recognizing the financial constraints impacting the city's ability to provide funding.

A. This policy identifies the types of funding available through this grant process, establishes outlines eligibility requirements, and ~~outlines application and monitoring~~ requirements.

B. Council shall retain the right to make the final decision on both the overall grant allocation and individual grants.

~~1. Preference will be given to organizations and groups that demonstrate Palmer community support and that propose programs, services, projects or events having the potential for positive economic and cultural impacts and that show evidence of efficient use of resources, sound business practices/accountability, and describe the organization's or group's knowledge, skills and self-reliance.~~

~~2. The board of economic development will review this grant policy at least every two years and forward any recommendations for updates or revisions to the policy to city council.~~

C. The aim of the community grant program is to provide modest levels of support and assistance to help foster and develop community programs, services, projects, and events that enhance the greater Palmer community's cultural and economic environment. The objective of this policy is to treat all organizations fairly and consistently while creating a minimal administrative process.

D. Each year, as part of its annual budget process, council will determine the amount of funds to be allocated to the community grant program.

E. Community grant is defined as a program, service, project or event that council has determined provides significant benefits to the Palmer community as a whole. The different types of grants eligible under the community grants program are:

1. In-kind contributions grants are based on the provision of municipal property/facilities, materials or resources provided to an applicant, and do not include the provision of cash funds to, or on behalf of, the applicant. While cash funds are not provided in relation to in-kind grants, it is recognized that such grants will involve either an expense or foregone revenue for the municipality.

2. Cash contribution grants are based on the provision of cash funds provided to, or on behalf of, the applicant.

3. Combination grants based on a combination of E.1. and E.2.

~~2. Special events grant — defined as seed money funding for the start-up of a community program, service, project or event, or funds for a short term undertaking to assist in developing a program, service, project or event that is of cultural, social, recreational or economic significance to the community. Special events grants are startup funds; therefore these grants are limited to funding for between one to five years.~~

~~3. Community event grant — defined as a recurring program, service, project or event that council has determined provides significant benefits to the broad community as a whole; therefore there is no limit to the number of times a community event grant application may be funded.~~

~~4. Organization grant — defined as a 501(c) organization in need of a one-time appropriation for administration expenses or project money to further mission of the organization.~~

F. An applicant ~~organization must~~ should generally meet the following ~~general~~ criteria in order to be eligible ~~for awarded~~ a Palmer council community grant:

- ~~1. Event must primarily benefit the community and residents of Palmer;~~
- ~~2. Event has city wide significance and is expected to bring economic and/or public relations benefit to the city.~~
- ~~3. Grant applicants should be able to demonstrate active fundraising efforts to support the continuation of the program, project or service. The city grant should not be considered as the primary source of funding for the organization.~~
- ~~4. Funding requests can be defined as programs, services, projects, and events that economically benefit Palmer by supporting, sustaining, promoting, informing, educating, celebrating, preserving and/or providing access to the arts, culture, environment, heritage, recreation and/or health activities.~~
- ~~5. To qualify for funding, the group must demonstrate its commitment to all of the following principles:~~
  - ~~a.~~
  2. Event is open and accessible to all members of the community;
  - ~~b. Event must take place within the Palmer city limits or within one mile of the city limits;~~
  - ~~c. Event is effective in providing an economic benefit to Palmer;~~
  - ~~d.~~
3. Applicant is accountable through sound management and financial practices;
- ~~e. 4. Individuals are not eligible.~~
- ~~6. Grants are awarded by the type of project, not the type of organization/agency.~~
- ~~7. The applicant/organization, within the current fiscal year, must spend grant funding on the sole purpose for which it was awarded.~~
- ~~8. Members of the board of economic development are available to provide mentoring assistance to all applicants, both while preparing an application and following a grant award.~~
- ~~9. 4.-All applications shall be submitted on the grant application form; together with the following information and documentation:~~
  - ~~a. An outline of the economic benefits the event provides to the community as well as how this supports council's economic development strategic priorities;~~
  - ~~b. The amount of financial or in-kind assistance required;~~
  - ~~c. The degree in which the community benefits as a result of the grant;~~
  - ~~d. A detailed proposed budget for the current project, detailing expenditures and anticipated revenues, including a list of all other grants and/or donations;~~
  - ~~e. How applicant proposes to provide a post-event report with details on economic impact;~~
  - ~~f. Applicants seeking funding for consecutive years will be required to provide a multi-year financial forecast (three to five years) for the event which should include estimated revenues and expenditures;~~
  - ~~g. Completed application forms may be submitted to the city manager's office at any time during a fiscal year.~~
- ~~10. 5.~~ The city manager will review grant applications for completeness and forward each application to the city council with a funding recommendation and comments. The manager's comments on applications for in-kind nonfinancial assistance will may include a report on the effect, if any, providing the in-kind assistance would have on the city's ability to meet its regularly scheduled work responsibilities; and
- ~~11. Council shall retain the right to make the final decision on both the overall grant allocation and individual grants.~~
- ~~12. 6.~~ Grant recipients will be notified in writing of the grant amount approved.

7. City Council may request community grant recipient to provide either a written or oral summary report on the use of funds or outcome of event.

Section 4. Effective Date. Ordinance No. 20-005 shall take effect upon adoption by the city of Palmer City Council.

**Passed and approved** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Edna B. DeVries, Mayor

\_\_\_\_\_  
Norma I. Alley, MMC, City Clerk