

City of Palmer Regular City Council Meeting

7 pm, Tuesday, June 28, 2016
Palmer City Council Chambers
231 W. Evergreen Avenue, Palmer

Clerk's Office: 907-761-1301
www.cityofpalmer.org



Mayor DeLena Johnson
Deputy Mayor Brad Hanson
Council Member Richard Best
Council Member Steve Carrington
Council Member Linda Combs
Council Member Edna DeVries
Council Member Pete LaFrance

City Attorney Michael Gatti
City Clerk Norma Alley
City Manager Nathan Wallace

City of Palmer, Alaska
Regular City Council Meeting
7 pm Tuesday, June 28, 2016
City Council Chambers
231 W. Evergreen Avenue, Palmer
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Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 16-015**: An Ordinance of the Palmer City Council Amending Palmer Municipal Code 17.64.050 Central Business District Boundary and Amending the Zoning Map to Show the Expanded Boundary as Recommended by the Planning and Zoning Commission (IM 16-027) Page 9
 - b. **Action Memorandum No. 16-052**: Approve Commissioner Jeff Tuttle's Resignation from the Airport Advisory Commission Effective June 17, 2016 Page 29
- E. Communication and Appearance Requests
 - 1. Visitor Center/Museum Director Selena Ortega-Chiolero
- F. Reports
 - 1. City Manager's Report..... Page 33
 - 2. City Clerk's Report
 - 3. Mayor's Report
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearings
 - 1. **Ordinance No. 16-014**: An Ordinance of the Palmer City Council Amending Palmer Municipal Code Sections 3.22.020 (A), 3.22.045 (B), and 3.22.060 Regarding Disposal of Abandoned, Stolen or Found Property (IM 16-024)..... Page 39
- I. Action Memoranda
 - 1. **Action Memorandum 16-041**: Authorize the City Manager to Enter into a One Year Agreement with the State of Alaska, Department of Natural Resources, Division of Forestry to Provide Fire Suppression Response and Assistance to the Division of Forestry with Regards to Wildland Firefighting Emergencies..... Page 45
 - 2. **Action Memorandum 16-047**: Authorize the City Manager to Amend the Professional Services Agreement with HDR, Inc. in an Amount Not to Exceed \$842,107 for Design and Engineering Services for the Palmer Wastewater Treatment Plant Upgrades Project Page 65

3. **Action Memorandum 16-048:** Authorize the City Manager to Negotiate and Execute a Contract with the Lowest Responsive Bidder for the Construction of the Sherrod Area Water and Street Improvement, Phase 4, Project in an Amount Not to Exceed \$1,750,000Page 83
4. **Action Memorandum 16-049:** Authorize the City Manager to Purchase Insurance Coverage for the Period July 1, 2016 through June 30, 2017, per the Premium Quote submitted by the City's Insurance Broker, Alaska USA Insurance Brokers with Two Additional Renewal YearsPage 87
5. **Action Memorandum 16-050:** Direct the City Clerk to Prepare a Resolution to Place Council Term Limits on the October 4, 2016, BallotPage 119

J. Unfinished Business

K. New Business

1. **Resolution No. 16-015:** A Resolution of the Palmer City Council Identifying the City of Palmer's Capital Project Priorities for State and Federal Funding (IM 16-025)Page 123
2. **Resolution No. 16-016:** Resolution No. 16-016: Accepting and Appropriating the 2016 Volunteer Fire Assistance Grant from the State of Alaska, Department of Natural Resources, Division of Forestry in the Amount of \$6,576 for the Purchase of Wildland Firefighting Equipment and Fire Safety Shelters (IM 16-026)Page 129

L. Record of Items Placed on the Table

M. Audience Participation

N. Council Member Comments

O. Adjournment

Tentative 2016 Palmer City Council Meetings:

Meeting Date	Meeting Type	Time	Notes
July 12	Regular	7 pm	
July 26	Special	6 pm	Audit Report
July 26	Regular	7 pm	
August 9	Special	6 pm	2017 Budget Planning Priorities
August 9	Regular	7 pm	
August 23	Special	6 pm	City Manager Review
August 23	Regular	7 pm	
September 13	Regular	7 pm	

September 27	Regular	7 pm	
October 10	Special	6 pm	Election Certification
October 11	Regular	7 pm	
October 18	Special	6 pm	2017 Budget
October 25	Special	6 pm	2017 Budget
October 25	Regular	7 pm	
November 1	Special	6 pm	2017 Budget
November 8	Regular	7 pm	
November 22	Special	6 pm	2017 Budget
November 22	Regular	7 pm	
December 6	Special	6 pm	2017 Budget
December 13	Regular	7 pm	
December 27	Regular	7 pm	

consent agenda



**City of Palmer
Information Memorandum No. 16-027
Ordinance No. 16-015**

Subject: Ordinance No. 16-015: Amending Palmer Municipal Code 17.64.050 Central Business District boundary and amending the Zoning Map to show the expanded boundary as recommended by the Planning and Zoning Commission

Agenda of: June 28, 2016

Council Action: _____

Originator Information:

Originator: Sandra Garley for Planning and Zoning Commission
Date: 5/19/16 **Requested agenda date:** June 28, 2016

Department Information :

Route to:	Department Director:	Signature:	Date:
<u>X</u>	Community Development	<u><i>Sandra Garley</i></u>	<u>6/09/16</u>
<u>X</u>	Finance	<u><i>Amia Davis</i></u>	<u>6/09/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>W. Healy</i></u>	<u>Acting Manager</u>
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation ():

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are ():

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *Amia Davis*

Attachment(s):

- Ordinance No. 16-015
- Planning and Zoning Commission Resolution No. 16-003
- Draft Planning and Zoning Commission Minutes for May 19, 2016
- Planning and Zoning Commission Minutes for:
 - August 21, 2014
 - October 17, 2013
 - April 19, 2012
 - April 21, 2011

Summary Statement: Ordinance No. 16-015 will expand the boundary of the Central Business District to include areas referenced in previously adopted Comprehensive Development Plans and to provide sufficient area for future growth of downtown.

Background: Discussion of expanding the boundary of the Central Business District began in August 2009 at the Planning and Zoning Commission meetings. Since that time, general discussion of the various ways to expand the boundary of the Central Business District has occurred at several meetings. As early as April 21, 2011 there was a lengthy discussion about the need to expand the boundary and approaches to allow for this expansion for the future economic growth within the City.

During the April 19, 2012 Commission meeting, Resolution No. 12-003 reflecting the proposed expanded boundary of the Central Business District was presented for review. No action was taken at this meeting as the Commission members wished to spend more time in reviewing previous comprehensive plan maps and information on the central business district.

On October 17, 2013, the Commission re-visited the topic and draft Resolution No. 12-003; no action was taken at that time. During current ongoing discussions of the development standards for an inner and outer core area of the Central Business District, the topic of the expanded boundary for the Central Business District in Resolution 12-033 re-visited.

Staff was asked to bring the discussion of expanding the Central Business District boundary back to the Commission. On May 19, 2016, the Planning and Zoning Commission voted unanimously to forward a recommendation to the Council to amend the Zoning Map to expand the boundary of the Central Business District in Commission Resolution 16-003.

Administration Recommendation: Accept Commission recommendation.

Commission Information:
 Initiated by: Planning and Zoning Commission
 Action: Approved
 Vote: Unanimously
 Council Information:
 Introduced by: City Manager Wallace
 Introduced: June 28, 2016
 Public Hearing:
 Action:
 Vote:

Yes:	No:

CITY OF PALMER, ALASKA

ORDINANCE NO. 16-015

An Ordinance of the Palmer City Council amending Palmer Municipal Code 17.64.050 Central Business District boundary and amending the Zoning Map to show the expanded boundary as recommended by the Planning and Zoning Commission

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 provision of this ordinance or any application thereof to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. The Central Business District boundary as defined in Palmer Municipal Code 17.64.050, Central Business District is hereby expanded as described in Planning and Zoning Commission Resolution No. 16-003.

Section 4. Palmer Municipal Code Chapter 17.64.050 Central Business District is amended as follows: (new language is underlined and deleted language is stricken):

17.64.050 Central business district.

In order to encourage economic growth in the downtown core and permit the redevelopment of property to its highest commercial use, parking requirements may be waived after review by

the city council. It is the intent of this clause to provide as much off-street parking as practical while allowing commercial development in the core area. The central business district is described as follows:

~~Beginning at the intersection of W. Evergreen Avenue and the Glenn Highway, proceed south on the Glenn Highway one block to W. Elmwood Avenue, then east on W. Elmwood Avenue to S. Dimond Street, south on S. Dimond to W. Fern Avenue, east on W. Fern Avenue to S. Cobb Street, south on S. Cobb Street to W. Geranium Avenue, west on W. Geranium Avenue to S. Colony Way, north on S. Colony Way to E. Fireweed Avenue, east on E. Fireweed Ave to S. Gulkana Street, north on S. Gulkana Street to the platted road of E. Cottonwood Ave, west on E. Cottonwood Avenue across the Railroad tracks to S. Cobb Street, west to the Glenn Highway on the north side of tax parcel 2808000T00C-2, and south on the Glenn Highway to the intersection of the W. Evergreen Avenue and the Glenn Highway.~~

Beginning at the intersection of the Palmer/Wasilla Highway and the Glenn Highway centerlines, then north along the centerline of the Glenn Highway to the centerline of W. Auklet Avenue, then east along the centerline of W. Auklet to the east side of parcel 18N02E33 Tract 1-A, then south along the east side of said parcel until the centerline of the alleyway, then east along the centerline of the alleyway to the centerline of N. Bonanza Street, then south along centerline of N. Bonanza Street to the centerline of E. Arctic Avenue, then east along the centerline of E. Arctic Avenue to the centerline of S. Denali Street, then south along the centerline of S. Denali Street to the centerline of E. Cottonwood, then east to the centerline of S. Gulkana Street, then south along the centerline of S. Gulkana to the southeast corner of Tract A, Arbor Estates, then west along the south property line of Tract A to Lot 4, Block 2, Arbor Estates, then south to the southeast corner of Lot 4, Block 2, Arbor Estates, then west along the south property lines of Lots 4, 3, 2, and 1, Block 2, Arbor Estates to the centerline of S. Eklutna Street, then north along the centerline of S. Eklutna Street to the centerline of E. Fireweed Avenue, then west along the centerline of E. Fireweed to the centerline of S. Colony Way, then south along the centerline of S. Colony Way to the junction of S. Colony Way and the Glenn Highway centerlines, then north along the centerline of the Glenn Highway to the point of beginning.

Section 5. The zoning map is hereby amended to show the expanded boundary of the Central Business District.

Section 6. Effective Date. Ordinance 16-015 shall take effect upon adoption by the Palmer City Council.

Passed and approved this _____ day of _____, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 16-003

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION FOR THE RECONSIDERATION OF RECOMMENDING THE CITY COUNCIL ADOPT AN EXPANDED BOUNDARY OF THE CENTRAL BUSINESS DISTRICT

WHEREAS, the Planning and Zoning Commission considered the Central Business District boundary expansion recommended to City Council in Resolution No. 12-003; and

WHEREAS, the Planning and Zoning Commission has been requested by the City Manager to reconsider the expansion of the Central Business District boundary; and

WHEREAS, the Planning and Zoning Commission continues to recommend the expansion of the Central Business District boundary as described in Resolution No. 12-003;

NOW, THEREFORE, BE IT RESOLVED that the Palmer Planning and Zoning Commission does hereby recommend the City Council approve a revised expansion of the Central Business District described as follows:

Beginning at the intersection of the Palmer/Wasilla Highway and the Glenn Highway centerlines, then north along the centerline of the Glenn Highway to the centerline of W. Auklet Avenue, then east along the centerline of W. Auklet to the east side of parcel 18N02E33 Tract 1-A, then south along the east side of said parcel until the centerline of the alleyway, then east along the centerline of the alleyway to the centerline of N. Bonanza Street, then south along centerline of N. Bonanza Street to the centerline of E. Arctic Avenue, then east along the centerline of E. Arctic Avenue to the centerline of S. Denali Street, then south along the centerline of S. Denali Street to the centerline of E. Cottonwood, then east to the centerline of S. Gulkana Street, then south along the centerline of S. Gulkana to the southeast corner of Tract A, Arbor Estates, then west along the south property line of Tract A to Lot 4, Block 2, Arbor Estates, then south to the southeast corner of Lot 4, Block 2, Arbor Estates, then west along the south property lines of Lots 4, 3, 2, and 1, Block 2, Arbor Estates to the centerline of S. Eklutna Street, then north along the centerline of S. Eklutna Street to the centerline of E. Fireweed Avenue, then west along the centerline of E. Fireweed to the centerline of S. Colony Way, then south along the centerline of S. Colony

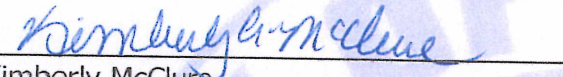
Way to the junction of S. Colony Way and the Glenn Highway centerlines, then north along the centerline of the Glenn Highway to the point of beginning.

BE IT FURTHER RESOLVED, all references in the Palmer Municipal Code to the Downtown Redevelopment Area shall mean the Central Business District.

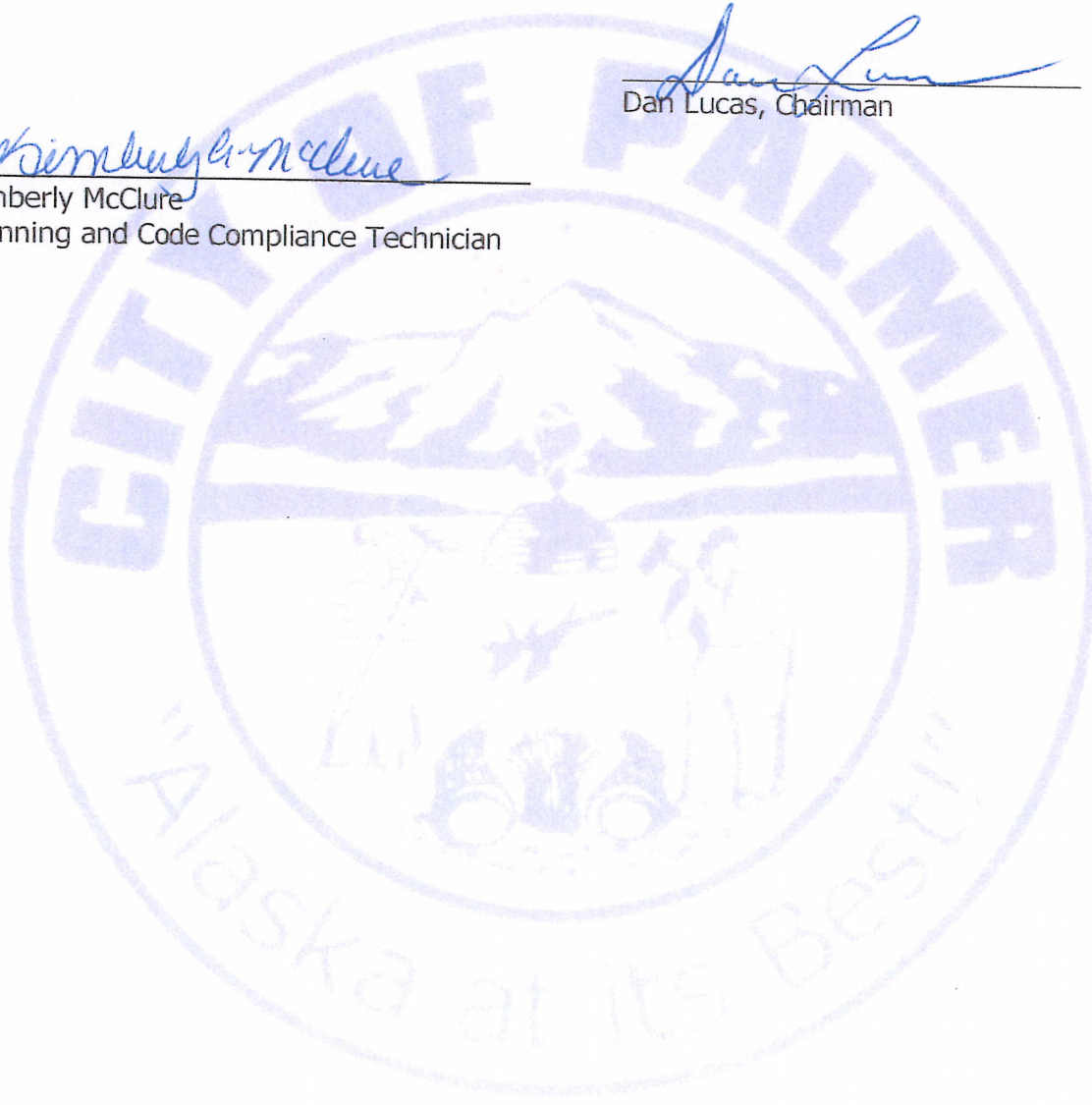
19th Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this day of May, 2016.



Dan Lucas, Chairman



Kimberly McClure
Planning and Code Compliance Technician



Discussion on Findings of Fact:

Campbell	Kerslake	Kircher	Madar	Preslar	Weir	
1. The proposed change is in accordance with the borough and city comprehensive plans.						
	Y	Y	Y	A	A	
2. The proposed change is compatible with the surrounding zoning districts and the established land use pattern.						
	Y	Y	Y	A	A	
3. Public facilities such as schools, utilities and streets are adequate to support the proposed change.						
	Y	Y	Y	A	A	
4. Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change.						
	Y	Y	Y	A	A	
5. The proposed change is consistent with the public welfare and does not grant a special privilege to the owner(s).						
	Y	Y	Y	A	A	

COMMISSIONER KIRCHER moved, seconded by COMMISSIONER MADAR, to approve all five findings of fact as submitted by staff.

ROLL CALL VOTE ON MOTION [recommending approval of findings]: Carried Unanimously.

H. UNFINISHED BUSINESS:

1. There was no unfinished business for discussion at this meeting.

I. NEW BUSINESS:

1. Discussion of proposed new boundaries for the Central Business District to present as a recommendation to the Palmer City Council.

COMMISSIONER KERSLAKE moved to enter into Committee of the Whole, and was seconded by COMMISSIONER KIRCHER.

The Commission entered into Committee of the Whole at 7:22 p.m.

The Chair opened the discussion for comments from the commissioners.

To start the discussion, Commissioner Madar asked for a staff report.

Mrs. Garley explained that this has been an on-going effort to establish a Central Business District that would encourage the growth of a strong business sector in Palmer. She indicated that she felt this effort would be positively supported by the City Council. City Council established a Board of Economic Development and charged this Board with developing a strategy for future economic development in the City.

The Board of Economic Development recognized that there was a goal in the 2006 Palmer Comprehensive Plan that mandated finding a way to develop more commercial property in the City to allow for this expansion.

She outlined two approaches to achieve this goal. The first was wholesale annexation of property. The second method was to create either a unique Central Business District (CBD) or an overlay for a predetermined area to permit growth. The current code recognizes an area for business and affords some accommodations. The current code does ease some of the base restrictions that may be in place.

To avoid simply playing with the boundary lines we could establish a separate business district. Another approach would be to develop an overlay for the business district. This overlay would not change the zoning designation of an area, if included in the CBD, but would apply the new zoning requirements of the new district. This could ease parking requirements for example. A Central Business District is perhaps cleaner, but both can address the main issues.

Commissioner Kerslake asked for an explanation of where discussion had ended. He recalled that the consensus was for moving ahead to suggest something.

Commissioner Kircher agreed that the boundaries were defined and most wanted to proceed, and he thought an overlay approach with its flexibility of parking seemed to garner support.

Commissioner Madar felt the emphasis was on boundaries, flexibility of parking and encouraging Planned Unit Developments (PUD).

There was a general discussion to establish which boundary of the three offered would be most advantageous. After careful consideration, the map depicted on page 37 of the meeting packet was selected as best representing the group's ideas. This boundary did not cross the Glenn Highway and excluded a few residential houses on the northern portion of the new district.

Commissioner Madar mentioned that he had had conversations with city officials and they seemed to support a new district, not an overlay. Commissioner Madar also felt that it should be a mixed use district, with a limit as to what degree of industry would be allowed.

Commissioner Kircher indicated that if all the districts were to be zoned the same, residential property owners would then be taxed at the higher rate for an Industrial District.

Mrs. Garley suggested an opinion from the Borough Tax Assessor might clarify this issue. This letter would explain the impact on these property owners.

Commissioner Madar mentioned that the University of Washington Study encouraged a mixed use district. People could live and work in the city-center.

Commissioner Kircher expressed a sense of urgency to encourage growth of businesses this summer.

Mrs. Garley suggested first sending the suggested boundary changes forward to City Council, with the additional information that the Planning and Zoning Commission would be working on establishing a Central Business District. A time line would help to win support of City Council in accomplishing this work. Perhaps to suggest to Council that draft language would be ready by September. That way we too, have a deadline.

There were no additional comments.

COMMISSIONER KIRCHER moved to exit from the Committee of the Whole, and was seconded by COMMISSIONER KERSLAKE.

COMMISSIONER KIRCHER moved to prepare a Resolution to be forwarded to the City Council to establish new boundaries for a Central Business District and was seconded by COMMISSIONER KERSLAKE.

The Chair opened the discussion for comments from the commissioners.

There were no further comments.

ROLL CALL VOTE ON MOTION [recommending approval]: Carried Unanimously.

2. Board of Economic Development Report.

Commissioner Madar attended the April 4, 2011, regularly scheduled meeting. He indicated that he still did not receive a packet prior to the meeting. This made it very difficult to prepare for the meeting and do the necessary research for his input on the issues.

The first topic for consideration was a Review of the Economic Strategy for the City of Palmer. Mr. Jesse Jones, from the Chamber of Commerce presented a Tax Survey that had been recently compiled. This survey asked business owner their opinions on taxes on business, business license practices and ways to improve the business climate in Palmer. Commissioner Madar informed the Board that the Planning and Zoning Commission was working on establishing new boundaries for a Central Business District to attract new businesses into Palmer.

The Second topic was a Review of the City Code Regarding Sales Tax and Business License. The Planning and Zoning Commission agreed that this was one area that required additional work. For Temporary businesses there is currently a three tier approach:

**PLANNING & ZONING COMMISSION
CITY OF PALMER, ALASKA
REGULAR MEETING
THURSDAY, MAY 19, 2016
7:00 P.M. - COUNCIL CHAMBERS**

A. CALL TO ORDER:

The regular meeting of the Planning and Zoning Commission was called to order by Chairman Lucas at 7:00 p.m.

B. ROLL CALL:

Present and constituting a quorum were Commissioners:

Dan Lucas, Chairman
David Petty, Vice Chairman
William Kerslake, Sr.
Michael Kircher
Douglas Cruthers
David Fuller

Excused absence(s):

Merry Maxwell

Also present were:

Sandra S. Garley, Community Development Director
Kimberly A. McClure, Planning and Code Compliance Technician
Pam Whitehead, Recording Secretary

C. PLEDGE OF ALLEGIANCE: The Pledge was led by Commissioner Fuller.

D. APPROVAL OF AGENDA:

The agenda was approved as presented.

E. MINUTES OF PREVIOUS MEETING(S):

The minutes of the **March 17, 2016 Regular** Meeting were approved as presented.
The minutes of the **April 14, 2016 Special** Meeting were approved as presented.

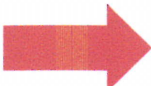
F. PERSONS TO BE HEARD:

There were no persons wishing to speak on a topic not on the agenda.

G. PUBLIC HEARING(S): There were no public hearings.

H. UNFINISHED BUSINESS: There was no Unfinished Business.

I. NEW BUSINESS:

 **1. Resolution No. 16-003:** A Resolution of the Palmer Planning and Zoning Commission for the Reconsideration of Recommending the City Council Adopt an Expanded Boundary of the Central Business District.

Staff Report: Director Garley reminded of past efforts (Resolution 12-003) to expand the CBD, referencing the map (page 29) in the packet showing the proposed expanded boundary. The proposed expansion did not happen in 2012, there has been some growth in the business area as was predicted, and there is now a renewed interest in considering expansion of the CBD boundary. Staff has worked on better clarification of the proposed boundary legal description which is reflected in Resolution 16-003.

Commissioner Kircher moved, seconded by **Commissioner Petty**, for approval of Resolution 16-003 and move it forward to the City Council with a recommendation for adoption.

Commissioners Kircher and Petty spoke in favor of recommending expansion of the CBD as outlined in the resolution. Commissioner Cruthers had reservations about any type of business being able to locate in a residential neighborhood within the proposed boundary. Director Garley fielded questions pointing out that the CBD does not change the underlying zoning; there is some residential, but overall throughout this proposed boundary, the predominant use is Commercial, followed by Public, and some Commercial-Limited; there is some high-density residential, but not much single-family residential. She further outlined the benefits of a CBD, primarily concerning parking.

City Manager Wallace spoke to the extent of how the zoning has changed within the district in the last couple of years, the inequity amongst the lots, and the need to change some of the parking regulations, including businesses being able to utilize alleyways for parking.

Gary Wolf, Architect, business located in downtown Palmer, spoke to the issues surrounding current parking restrictions; he encouraged the Commission to support approval of the proposed expansion.

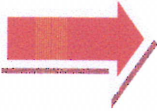
Commissioner Kircher pointed out the CBD is an overlay district designed to allow flexibility in making changes, like the parking conditions, without having to rezone any particular area.

ROLL CALL VOTE ON MOTION [Resolution 16-003]: CARRIED UNANIMOUSLY.
[Kerslake-Yes; Kircher-Yes; Petty-Yes; Lucas-Yes; Cruthers-Yes; Fuller-Yes]

J. PLAT REVIEWS:

1. **IM 16-006:** Applications for an Interim Materials District (IMD) and Administrative Permit have been submitted for the removal of 3,120,000 cubic yards of earth material through 2060 for Tax Parcel D005 in Section 1, Township 17 North, Range 1 East, Seward Meridian, located outside Palmer city limits.

Director Garley provided a staff report. The Commission previously reviewed the original materials extraction application at the Central Landfill, which has been



1. **IM 14-011** Review Expanded Boundary of Central Business District as Described in Resolution No. 12-003.

Ms. Garley updated the Commission as to past lengthy discussions on the CBD expanded boundary at various times since April of 2012, noting that the topic and draft resolution were again re-visited at the Commission meeting of October 17, 2013, however no action was taken. Staff requested the Commission to again consider adopting Resolution 12-003 and move it forward to the City Council with a map. See draft resolution at pages 55-57 of the packet containing a written description of the proposed expanded CBD boundary.

Commissioner Lucas moved, seconded by **Commissioner Kerlake**, to recommend adoption of Resolution 12-003 as written and move forward to the City Council with a map and recommendation for adoption.

Commissioner Lucas voiced approval of the action and Commissioner Kerlake added the Commission has worked on this at length and it's now time to forward it as written for the Council's input and adoption. Further discussion took place as to whether the written outer core boundary description highlighted in yellow in the resolution (packet page 56) corresponds to the map shown on the screen. Ms. Garley stated she and Kimberly will double check to confirm that it matches and send a printed copy of the map to Commissioners tomorrow. Chairman Madar reminded that this has been on the table for two-plus years, including joint meetings with the Council; that this is important for the community and especially for the businesses in Downtown Palmer; personally thinks it does a good job of describing our Central Business District.

VOTE ON MOTION: Carried Unanimously.

2. **Continue Discussion of Central Business District.**

Ms. Garley gave a staff report, informing that staff conducted site visits of several businesses and mixed use structures and took pictures showing the various setbacks from the right-of-way. Included in the packet are example pictures. Questions of staff followed.

Commissioner Lucas moved, seconded by **Commissioner Kerlake** to enter Committee of the Whole to continue open discussion on the CBD. There were no objections.

[The Commission entered Committee of the Whole at 7:50 p.m.; exited at 8:01 p.m.]

While in Committee of the Whole, the Commission further discussed setbacks and mixed use commercial/residential as it would relate to a CBD; questioned staff as to code requirement conflicts between CG and CL. Conditional Use Permits could address/solve some of the issues.

Following discussion, Ms. Garley will prepare draft language for the CBD and forward to Commissioners for review and discussion at the October meeting.

3. **IM 14-022** Continue Discussion of Proposed Kennel Ordinance and Current Zoning Districts.

Ms. Garley updated the Commission from last meeting concerning Mr. Briggs' questions and concerns regarding his neighbor having a kennel. Both he and his neighbor are zoned Commercial General. By way of background, due to annexation, there are properties which operate dog kennels that may be considered as "grandfathered" into the City of Palmer. Currently there is no procedure in the code for the operation of a dog kennel within Palmer city limits besides obtaining a City of Palmer business license. For discussion purposes, in the packet is a proposed ordinance, which would establish a procedure for the licensing and operation of a dog kennel within city limits. Title 17 would need to ensure a dog kennel is appropriately zoned for such use.

Brief discussion ensued. Chairman Madar noted that he thinks that dog kennels in Palmer are appropriate under a Conditional Use Permit.

4. **Resolution No. 14-005:** A Resolution of the Palmer Planning and Zoning Commission Recommending City Council Approve the Establishment of an Appeals Process to an Administrative Decision.

Ms. Garley reported that currently Title 17 lacks a process by which a property owner who disagrees with a decision made by the zoning administrator can appeal that decision. The City has a very clear appeals process from a P & Z decision to a Hearing Officer and then to the Court. Patterned after that process, is draft Resolution 14-005 and proposed Ordinance which establishes a process of appeal from a zoning administrator to the Planning and Zoning Commission. Staff urged the Commission to review, adopt, and move forward to the City Council with a recommendation for adoption.

Commissioner Kerslake moved, seconded by **Commissioner Lucas**, to adopt Resolution No. 14-005 and move forward to City Council with the attached proposed Ordinance recommending adoption.

Commissioner Kerslake, based on staff's recommendation concurs that it is something lacking in our code and it makes sense to clarify the process. Commissioner Lucas agreed. There was no further discussion.

VOTE ON MOTION: Carried Unanimously.

I. NEW BUSINESS:

1. **IM 14-021** Referring Palmer Municipal Code 15.08.3103, Temporary Buildings or Structures to the Planning and Zoning Commission as directed by City Council.

Commissioner Kircher moved, seconded by **Commissioner Prosser** to postpone action on the conditional use permit until after City Council has made a decision on the rezone request on the parcel from R-1 to R-1E.

Vote on Motion: Carried Unanimously.

H. UNFINISHED BUSINESS: There was no unfinished business.

I. NEW BUSINESS:

1. Annual Review of Conditional Use Permits.

Ms. Garley directed attention to the packet, beginning at page 47, listing Active Conditional Use Permits as of October 17, 2013 and the status of each as to compliance.

Commissioner Kircher inquired of staff as to procedure for removal from the active list if the conditions of the permit have been met.

Commissioner Kerlake moved, seconded by **Commissioner Prosser**, to enter into committee of the whole. There were no objections.

[The commission entered committee of the whole at 7:10 p.m.; exited at 7:22 p.m.]

While in committee of the whole the commission reviewed and had questions on several of the CUPs discussing status and compliance.

2. IM 13-027 Review site plan for proposed courthouse expansion for JS Trooper office space and sallyport located on Lot 1A, Deneke Park.

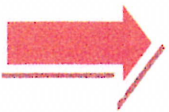
Ms. Garley reported that the courthouse is located in the P-Public District and the proposed expansion will allow additional Judicial Services Trooper office space, additional holding cells and a larger Sallyport. The proposed parking will be sufficient to meet the minimum parking requirements and the lot area and width both exceed the minimum requirements. Staff recommends approval of the proposed courthouse expansion.

Upon review of the submitted documents, the commission had no additional comment or questions.

Commissioner Kerlake moved, seconded by **Commissioner Prosser**, for approval the proposed courthouse expansion.

Vote on Motion: Carried Unanimously.

3. Discussion of Central Business District.



Ms. Garley gave a staff report directing attention to the packet containing information and minutes of previous meetings when discussion of a CBD first began in 2010, including a draft ordinance recommending an expanded boundary. The purpose of discussion tonight is to renew discussions and determine what the commission needs to do differently to encourage more high quality growth in the Central Business District and develop ideas that would engage the city council moving forward, including adding it to the agenda of the next joint meeting in January, 2014.

Commissioner Madar moved, seconded by **Commissioner Prosser**, to enter into Committee of the Whole for open discussion on the matter. There were no objections.

[The commission entered Committee of the Whole at 7:26 p.m.; exited at 8:00 p.m.]

While in committee of the whole, the commission discussed what other communities have done to revive downtown business districts, parking solutions, city/business partnerships, among others, including status of the Mat-Maid properties. Commissioners should think about ideas for the next meeting.

J. PLAT REVIEWS:

1. IM 13-026 To divide Parcel C-2 of MSB Waiver 96-38-PWm into three lots and one tract to be known as Zastrow Acres, also known as Tax Parcel D20 in Section 17, Township 18 North, Range 2 East, Seward Meridian, located outside Palmer city limits.

Ms. Garley gave a staff report. The request is to divide the parcel into three lots and one tract, to be known as Zastrow Acres, containing 10.57 acres more or less. The Alaska Department of Transportation claims prescriptive rights for the Farm Loop right-of-way extending to the back of the existing ditch, which is shown on the plat. See vicinity map on page 144 of the packet. City staff had no recommended changes.

Following review, the commission had no additional comments.

K. PUBLIC COMMENTS: There were no public comments.

- L. STAFF REPORT: Ms. Garley reported:
- Status of Mat-maid (reported during CBD discussion);
 - Status of Pioneer Square on the market for sale; DOT is moving forward with upgrades on Dogwood to Felton which should be appealing to potential buyers.

M. COMMISSIONER COMMENTS:

Commissioner Lucas had no comment.

Commissioner Kircher:

- Reiterated his previous complaints about the voluminous amount of paper in the monthly packets plus the costs of mailing; noted preference for the "paperless

17.72.100 (B) by inserting "one of the following" to the last sentence. The motion was seconded by **Commissioner Kircher**.

VOTE ON MOTION: the amendment passed unanimously.

ROLL CALL VOTE ON MAIN MOTION:

Campbell	Kerslake	Kircher	Madar	Prosser	Weir	Vacant
Y	Y	Y	Y	Y	Y	--

VOTE ON MOTION: the motion passed unanimously.

H. NEW BUSINESS:



1. Discussion of boundaries of the Central Business District.

Chairman Madar asked for a staff report.

Ms. Garley provided a staff report as to status.

Commissioner Kerslake moved, seconded by **Commissioner Kircher**, to suspend the rules temporarily to allow an audience member to speak to the issue. There were no objections.

Kevin Brown, former Commissioner and member of the Palmer Economic Development Authority (PEDA), commented on the need for infill and an increased opportunity for new small businesses to find a home in downtown. He suggested that any discussion on boundaries should also include adoption of design standards including lighting and landscaping.

Teresa Roy, chairman of the Palmer Economic Development Authority (PEDA), commented that the Commission consider reviewing the sign code within the central business district boundaries as well as incentives to beautify the community.

Commissioner Weir moved, seconded by **Commissioner Kerslake** to re-establish formal rules. There were no objections.

Commissioner Kerslake moved, seconded by **Commissioner Kircher**, to enter the Committee of the Whole. There were no objections.

The Commission entered into the Committee of the Whole at 7:15 pm.

Chairman Madar spoke about his desire to tackle the central business district as a zoning district. By creating a new district with commercial and residential uses, we could create the downtown that we all want. It might be a new zoning district or an overlay zone for the downtown area.

The current boundary is too small and it only impacts, to a minor degree the number of parking spaces a business must provide in the downtown area. It is not flexible and has not really created an incentive for infilling.

A general discussion followed of how to encourage a cohesive look to new construction in the downtown area in order to keep the "Palmer feel" as the community continues to grow. In addition to landscaping and permitted uses, setbacks and building height were discussed.

Commissioner Weir moved, seconded by **Commissioner Kircher**, to exit Committee of the Whole at 8:15 pm. There were no objections.

Chairman Madar directed staff to research other community overlay zones and/or zoning districts for their central business districts and return with a report to the Commission on her recommendations.

I. UNFINISHED BUSINESS:

1. Discussion of City Council Goals for Community Development.

Chairman Madar asked for a staff report.

Ms. Garley explained the process the Council had used to come up with their goals and objectives and the desire of Council to have the Commission review and comment on the items with the Council's highest priority. She directed Commission's attention to the items on page 16 of the packet.

Commissioner Kircher made the motion, seconded by **Commissioner Prosser** to enter into the Committee of the Whole.

The Commission entered into the Committee of the Whole at 8:18 pm.

While in committee of the whole, the Commission continued review of the goals and objectives relating to the Council's Objective of increasing outdoor use of the MTA Events Center complex which included sending flyers listing Event Center activities out to Palmer schools, using the City's Robo calling system to highlight the Events Center once a quarter, and getting posters up at local stores.

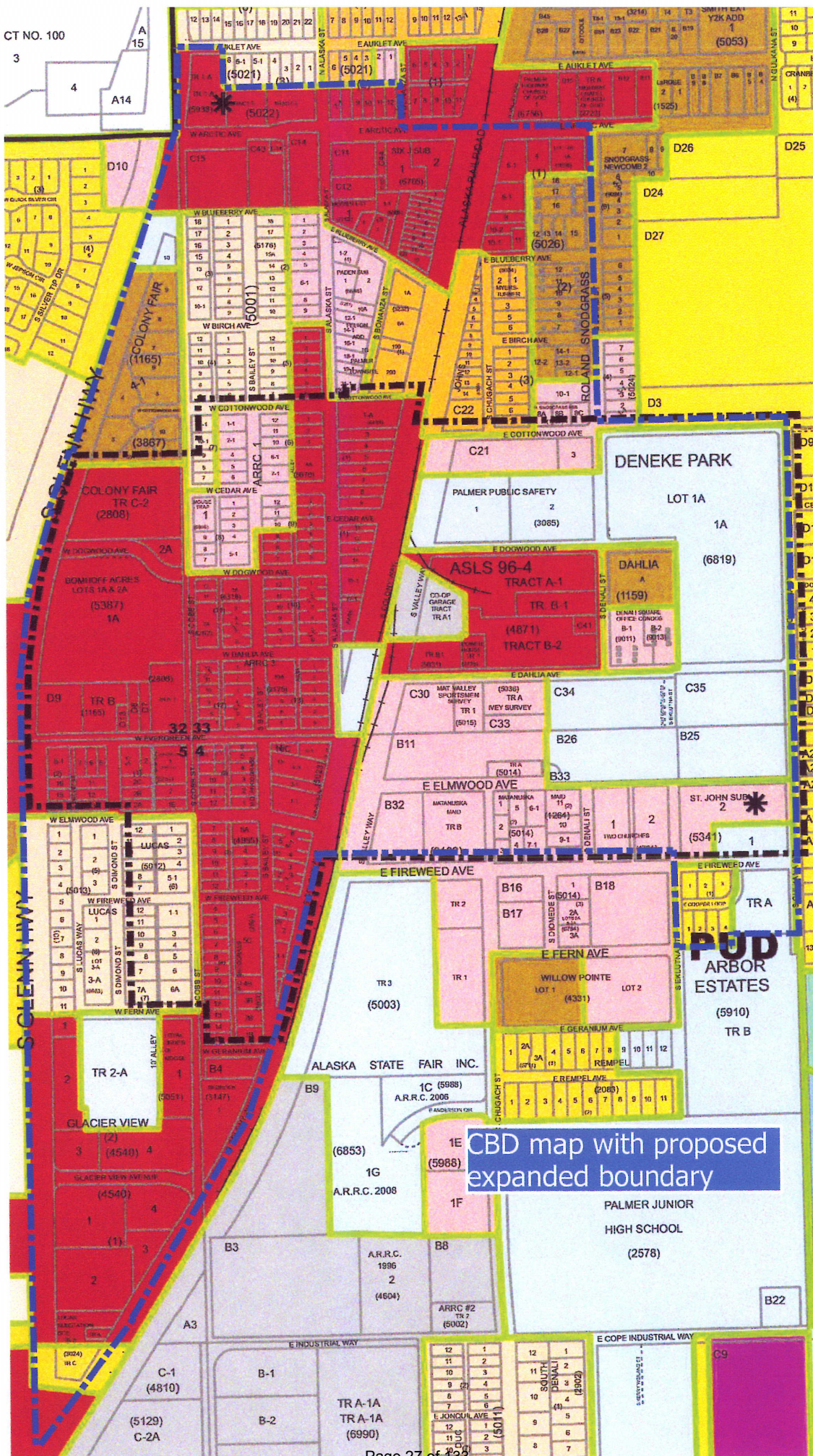
Discussion regarding the Council Action Plan for using the paved parking area for basketball to provide teens with active play area which highlighted the need to provide lights in the parking area for safety.

Other items of discussion included using a message board to advertize community events. Placing a digital message board on the Glenn Highway by the gas station or by the electric substation was suggested.

Commissioner Kerlake moved, seconded by **Commissioner Weir**, to exit the

CT NO. 100

3



CBD map with proposed expanded boundary

Legend

 City of Palmer Boundary

 Central Business District

Zoning Exceptions

* Special Limitations


PUD Planned Unit Development


Zoning Descriptions


 A-C - Airport Commercial


 A-I - Airport Industrial


 A-M - Airport Mixed Use


 AGR - Agricultural

 BP - Business Park

 CG - Commercial General

 CL - Commercial Limited

 F - Fairgrounds


 I - Industrial


 P - Public

 R-1 - Single-family Residential

 R-1E - Single-family Residential Estate

 R-2 - Low Density Residential

 R-3 - Medium Density Residential

 R-4 - High Density Residential

**City of Palmer
Action Memorandum No. 16-052**

Subject: Approve Commissioner Jeff Tuttle's Resignation from the Airport Advisory Commission effective June 17, 2016

Agenda of: June 28, 2016

Council Action:

Originator Information:

Originator: Council – via City Clerk
Date: June 20, 2016 **Requested agenda date:** June 28, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>E. Meene</i></u>	<u>6/20/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 100

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ 100
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): 03-01-10-6059 Board Stipends
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *E. Meene*

Summary Statement: Palmer Municipal Code 2.25.140 requires the council to approve resignations by members of the Airport Advisory Commission.

The City Clerk's Office received Commissioner Jeff Tuttle's resignation on June 20, 2016, with an effective date of June 17, 2016.

The Clerk will advertise to fill the vacancy created by the resignation and will forward applications to the Mayor for appointment and to the council for confirmation.

Administration Recommendation: Authorize Action Memorandum No. 16-052.

reports





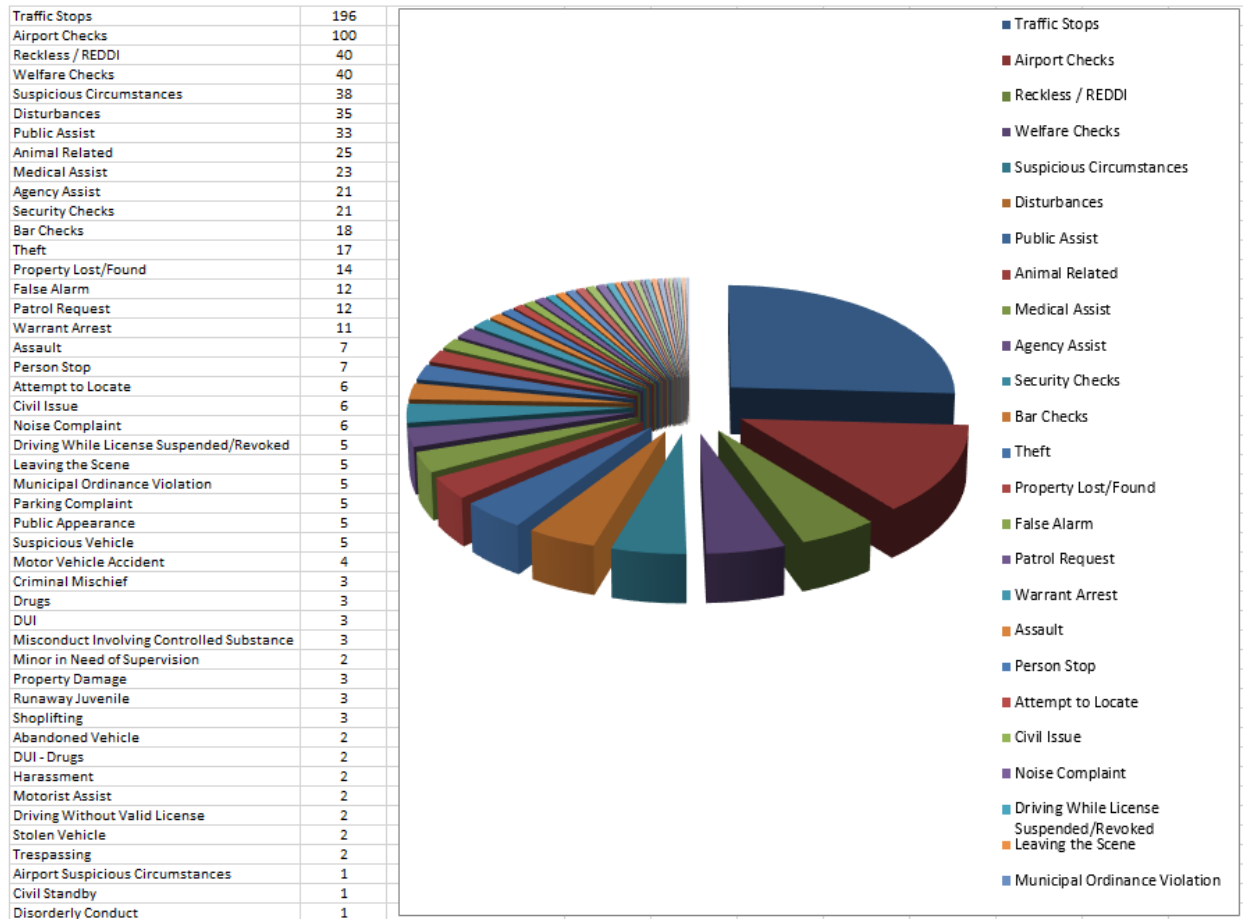
Staff Update and analysis (May 2016):

Police Department:

Total calls: 762 up from 733 in April

Call breakdown - 34% (April - 34%) traffic/vehicle related, 23%(April - 26%) checks (welfare/property), 31% (April - 21%) citizen assistance, 12% (April - 19%) other.

Patrol Calls
 May, 2016



Fire Department:

Calls: 54 calls (48- April) in May 2016, up by 13% from last month, down 59% from last year. Fire: 14 (9-April), Recue: 21 (8- April), Hazard: 1 (2- April), Good intents: 18 (18- April)



Community Development:

Library:

Patrons:	Apr	May
Total Registered Patrons	11,989	12,097
Total Mat-Su Borough Resident Patrons	9,234	9,323
Total City of Palmer Resident Patrons	2,755	2,774
New Library Users	75	108

Usage:	Apr	May
Patron Visits/Count	8,345	8,497
Reference Questions	1,241	1,098
Library Computer Sessions	1,693	1,662
WIFI Sessions	1,308	1,268
Circulation (PPL items)	10,356	10,679
Magazine circulation	789	539
Take Home Paperbacks	250	234

Programs:		Apr		May	
Children's Programs	22 Events	758 Participants		19 Events	600 Participants
Class Visits	2 Events	32 Participants		19 Events	600 Participants
Young Adult Programs	3 Events	50 Participants		4 Events	100 Participants
Adult Programs	5 Events	53 Participants		4 Events	21 Participants
Total Library Programs	32 Events	923 Participants		46 Events	1,321 Participants
Community Events	14 Events	328 Participants		13 Events	304 Participants
Total Events	46 Events	1,251 Participants		59 Events	1,625 Participants

Building and Compliance:

Compliance Letters dispatched: 3 (5- April) (unsightly premise), 0 (6-April), 0 (6-clean up follow up), and 5 (16-April) (permit follow ups).

Permits: Sign permits continue to be up compared to last few years, building permits are still lower than last few years. Dollar amount continues to be higher due to Fred Meyers construction.



Report to Council
 City Manager Nathan Wallace
 June 15-24, 2016

Building Department Report
 MAY 2016

PermitType	Count	Total Valuation	Fees Collected
Building Permit	17	\$1,116,197.00	\$10,460.00
Fence Permit	5	\$16,500.00	\$130.00
Sign Permit	5	\$16,268.00	\$191.00
Totals	27	\$1,148,965.00	\$10,781.00

TYPE OF PERMITS:

Applicant	Valuation	Type Of Work:	Permit Fee
INGERSOLL, KRISTAN A.	\$11,544.00	RES Alteration	\$232.75
HESSON, CHAD	\$8,000.00	Fence	\$26.00
PEEL, JOSHUA & AMANDA	\$500.00	Storage Shed	\$26.00
HESSON, CHAD & CHANDA	\$16,500.00	RES Alteration	\$310.75
JOHNSON, DELENA	\$0.00	Temporary Sign	\$0.00
JENSKI, RANDAL	\$2,600.00	COM Alteration	\$92.50
MAT-SU BOROUGH	\$357,000.00	COM Alteration	\$2,710.25
SPELLECACY, DUANE & CYNTHIA	\$1,000.00	Storage Shed	\$0.00
HODEN, G. & BRANCHFLOWER, L.	\$1,000.00	Fence	\$26.00
CITY OF PALMER	\$30,000.00	COM Alteration	\$491.75
EAGLE HOTEL LLC	\$0.00	Temporary Sign	\$0.00
DOWNS, JENNA	\$2,000.00	RES Alteration	\$77.00
GOLDMAN, KENNETH	\$55,000.00	COM Alteration	\$755.75
CHURCH OF JESUS CHRIST LDS	\$1,000.00	COM Alteration	\$43.00
SYKES, JIM	\$0.00	Temporary Sign	\$0.00
KOPPERUD, NOEL	\$449,053.00	RES Single Family	\$3,284.75
COTE, DORELE	\$1,000.00	Fence	\$26.00
PALMER SR. CITIZENS CTR.	\$3,000.00	COM Alteration	\$92.50
BISHOP'S ATTIC II CORP.	\$102,000.00	COM Alteration	\$1,119.00
TILLER, EMILY	\$5,000.00	Fence	\$26.00
HABITAT FOR HUMANITY MAT-SU	\$70,000.00	RES Alteration	\$872.75
SYMONDS, CAROL	\$500.00	Storage Shed	\$26.00
GCI	\$16,268.00	Sign	\$191.00
HUDDLESTON, MARK A.	\$1,500.00	Fence	\$26.00
BEST, RICHARD	\$0.00	Temporary Sign	\$0.00
WHITMORE, PAUL	\$2,500.00	RES Alteration	\$92.50
GRANGER, ERIC	\$12,000.00	RES Alteration	\$232.75

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees
2007	23	6	3	\$911,318.00	\$10,525.75
2008	28	4	3	\$1,386,530.00	\$13,737.50
2009	11	6	2	\$404,841.00	\$4,440.25
2010	26	5	4	\$2,637,203.00	\$19,554.25
2011	24	8	2	\$2,290,679.00	\$19,381.75
2012	29	12	1	\$4,210,550.00	\$33,084.50
2013	15	7	2	\$3,931,275.00	\$28,507.25
2014	31	4	0	\$7,593,951.00	\$51,537.50
2015	35	10	3	\$2,778,357.00	\$26,684.75
2016	19	12	4	\$22,974,593.00	\$106,513.50



Report to Council
City Manager Nathan Wallace
June 15-24, 2016

Palmer Golf Course:

	May
Operational Days:	31
Number of Rounds:	2,495
Green Fees:	75,178.50
Car Rental:	16,377.00
Club Rental:	1,060.00
Driving Range:	5,838.00
Merchandise Sales:	21,042.50
Snack Bar:	10,878.00
Beer & Wine:	9,021.60

public hearings



**City of Palmer
Information Memorandum No. 16-024
Ordinance No. 16-014**

Subject: An Ordinance of the Palmer City Council Amending Palmer Municipal Code Sections 3.22.020 (A), 3.22.045 (B), and 3.22.060 Regarding Disposal of Abandoned, Stolen or Found Property



Agenda of: June 28, 2016

Council Action: Introduction: June 14, 2016



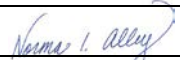
Originator Information:

Originator: Police Chief
Date: 5-17-16 **Requested agenda date:** June 14, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
	Community Development		
X	Finance		5/31/16
X	Police Department		5-17-16
	Public Works		

Approved for presentation by:

	Signature:	Remarks:
City Manager		Acting City Manager
City Attorney		
City Clerk		

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (√):


Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund assigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Ordinance No. 16-014

Summary Statement: Ordinance 16-014 is presented to the Palmer City Council at the request of the City Manager.

Chapter 3.22 of the Palmer Municipal Code covers disposal of abandoned, stolen or found property. The Palmer Police Department frequently comes to possess items of disposable property. This property is accumulated by the department in many ways, including being voluntarily surrendered, found and turned in, or collected as evidence. As currently written, in order to dispose of such property, the police chief must coordinate with the finance director. The finance director must then publish in a local newspaper twice a week for two weeks a notice that the city is in possession of disposable property before that property may be disposed of.

The City of Palmer's web page is an efficient way to reach large numbers of citizens to advertise the City's possession of disposable property. The declining use of newspapers for disseminating information to the public, and the administrative cost incurred in such publications, combine to make Palmer's current method of noticing the public less efficient than it need be. Eliminating the requirement to post notice in a local paper and replacing it with a web page posting will reduce costs and may reach more individuals.

Currently, dangerous or perishable property, provided it is not evidence, may be disposed of immediately in any manner without public notice or sale. However, a great many items of disposable property are neither dangerous nor perishable, yet their value is so minimal that they are never claimed. Very frequently the value of these items is insufficient to justify their advertisement or sale. Allowing the police department to dispose of items of minimal value (in no case worth more than \$100.00 resale value) in the same manner as dangerous or perishable items will reduce property room crowding and administrative costs.

Administration Recommendation: Adopt Ordinance No. 16-014

Introduced by: Nathan Wallace, City Manager
Date: June 14, 2016
Public Hearing: June 28, 2016
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 16-014

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Sections 3.22.020 (A), 3.22.045 (B), and 3.22.060 Regarding Disposal of Abandoned, Stolen or Found Property

THE CITY OF PALMER, ALASKA ORDAINS:

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

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

Section 3. Section 3.22 is hereby amended to read as follows (new language is underlined and deleted language is stricken out):

3.22.020 (A) Notice of Possession

A. The chief of police shall notify the finance director that the chief is in possession of disposable property. The finance director shall ~~publish in a newspaper of general circulation in the city twice a week for two consecutive weeks~~ on the City of Palmer web page for a period of two weeks a notice of possession of disposable property. At approximately the same time as ~~the first publication the finance director~~ the notice is initially published, the chief of police shall send copies of the notice by certified mail (return receipt requested) to the last known owner and to the finder, if any, at their respective last known addresses, if any.

3.22.045 (B) Dedication of abandoned, stolen or found bicycles for public use or benefit

B. As soon as practicable after such declaration, the finance director or designee shall ~~publish for two consecutive weeks, twice weekly, in a newspaper of general circulation~~ on the City of Palmer web page for a period of two weeks, a notice describing the bicycles and stating the time, place and manner by which the bicycles may be identified and claimed by the owners. The notice shall

include a statement that bicycles not so identified and claimed may be dedicated irrevocably to public use or benefit, or sold at auction.

3.22.060 Dangerous or perishable property, or property of minimal value – Immediate disposal

A. Property in the possession of the police department and determined by the chief of police to be perishable or to constitute an immediate danger to the public, or property determined to be of minimal value may be disposed of immediately in any manner without notice of sale. Proceeds of any such disposition shall be subject to this chapter. For the purposes of this chapter, property of minimal value is defined as property with value insufficient to justify the expense and administrative time associated with the procedure set forth herein, but shall in no case exceed an estimated \$100.00 resale value.

Section 4. Effective Date. Ordinance No. 16-014 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this twenty-eighth day of June, 2016.

DeLena Johnson, Mayor

Norma I. Alley, MMC, City Clerk

action memoranda



**City of Palmer
Action Memorandum No. 16-041**

Subject: Authorize the City Manager to Enter Into a One Year Agreement with the State of Alaska, Department of Natural Resources, Division of Forestry to Provide Fire Suppression Response and Assistance to the Division of Forestry with Regards to Wildland Firefighting Emergencies

Agenda of: June 28, 2016

Council Action: _____

Originator Information:



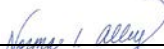
Originator: John McNutt, Fire Chief

Date: 17 May 2016 **Requested agenda date:** _____

Department Information :

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	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: \$ _____

This legislation (✓):


- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (✓):

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- Cooperative Fire Protection Agreement
- Annual Operating Plan

Summary statement: Alaska Statute 41.15.010 states the State of Alaska Division of Forestry (Forestry) will provide protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. Palmer Fire & Rescue also has an obligation to provide protection to the City of Palmer and The Greater Palmer Fire Service Area, through contract, for life and property from wildland fires within their area, subject to available resources, funding, and personnel. It is to the mutual advantage of Palmer Fire & Rescue and Forestry to enter into an agreement for the operation and reimbursement of Palmer Fire & Rescue from Forestry in the event of a major wildland fire incident.

Should the request from Forestry for assistance with a wildland fire response occur, whether an extended response within Palmer Fire & Rescue boundaries or an area outside these boundaries, the Cooperative Fire Protection Agreement and the Annual Operating Plan will detail the policy and procedures for activation, response and reimbursement of this assistance.

Administration recommendation: Authorize Action Memorandum 16-041.

**Cooperative Fire Protection Agreement
State of Alaska Division of Forestry
&
City of Palmer
Palmer Fire & Rescue**

This Agreement is dated the day May 5, 2016 and is between the City of Palmer (Cooperator) with an address of 231 W. Evergreen Ave. Palmer, AK 99654 and the State of Alaska, Department of Natural Resources, Division of Forestry (“State”) with an address of 101 Airport Road Palmer, AK 99645

Components

1. **Recitals**
2. **Definitions**
3. **Command of Incident**
4. **Reimbursement and Status of Employees and Apparatus**
5. **Worker’s Compensation**
6. **Liability Insurance**
7. **Fire Equipment Use**
8. **Training and Prevention**
9. **Investigation**
10. **Annual Operating Plan**
11. **Notification**
12. **Parties responsible for their own Acts**
13. **Permits and Laws**
14. **Non Waiver**
15. **Review and Modifications**
16. **Fair Intent**
17. **Agreement Effective Date and Termination**

1. Recitals

It is the intent of AS 41.15.010 that the State provides protection from wildland fire and other destructive agents, commensurate with the values at risk, on land that is owned privately, by the state, or by a municipality. It is also recognized by the Cooperator that an obligation exists to provide protection to life and property from wildland fires within their area of responsibility, subject to available resources, funding, and personnel. Therefore, it is to the mutual advantage of the Cooperator and the State to coordinate efforts in the prevention, detection, and suppression of wildland fires. It is in the best interest of both the Cooperator and the State that wildland fires be suppressed quickly and efficiently to minimize the destruction of natural resources and the threat to life, property, and communities.

2. Definitions

Annual Operating Plan (AOP): Negotiated annually between the Cooperator and the State to define operational details.

Back Fill: When the Cooperator is required to supply a firefighter at their station due to a documented Fire Department policy, municipal ordinance and or union contract. The State only pays for the difference in the overtime above what the regular salary would be for the backfilling employee.

Discretionary Response:A response outside of the Fire Response Area within which the Cooperator may choose to respond, or assist the State, to suppress a wildland fire. Discretionary response may also be a request to respond to a wildland fire “out-of-area (outside the local dispatch zone).

EERA Equipment: Emergency Equipment Rental Agreement Equipment includes equipment rented to the State that is not fire apparatus as defined below. The EERA equipment is registered in OLAS using established rates.

Extended Attack: When wildland fire suppression activity goes beyond the first shift. The fire may be within Division of Forestry and Cooperator’s agreed fire response area or may be considered “out-of-area” (outside the local dispatch zone).

Fire Apparatus: Fire engine, pumper, tender, tanker, brush rig, fire command vehicle, maintenance truck or such other rolling stock as is typically used by fire departments for fire suppression purposes.

Fire Response Area/ Mutual Aid/Automatic Aid: An area which may include the Cooperator Service Area and areas of mutual aid response, within which the Cooperator agrees, within its ability, to promptly respond and act to suppress any wildland fire.

- Fire Response/Service Area: Geographic designated area where the Cooperator has fire responsibility. The Fire Response Area may or may not include all of the Service Area.
- Mutual Aid: An agreement where the Fire Department(s) has agreed to assist another department when requested
- Automatic Aid: An agreement for assistance. Assistance is dispatched automatically by contractual agreement between two fire departments, communities, or fire district.

Fire Stores: Items as needed to complete required minimum equipment inventory as specified in State’s Cooperator Conditions of Hire, Chapter 7 of the Alaska Incident Business Management handbook (AIBMH).

Incident Command System: An emergency response management system defined by the National Incident Management System (NIMS), and endorsed by the Governor of Alaska via administrative Order 170.

OLAS: On-line Application System is used to register, hire, and track Cooperator Fire Apparatus and EERA Equipment. OLAS will be used in the future for the entering and tracking the Cooperative Agreements and AOPs submitted by Cooperators.

Rehab/Refurb: Fire department is allowed up to 4 hours with Fire Manager Officer’s approval for refurbishing and rehab of their equipment only for extended attack and or discretionary response wildland fires.

Shift: Note this definition is a change from last year's definition. When responding to an initial attack wildland fire, the first shift for the fire department is the shift after the first calendar day unless mutually decided by the State and fire department. One decision is when there is a break from unified command and the State has single command and the State is fiscally responsible. When requested by the State for a discretionary response outside of the fire departments service area or requested for an extended attack fire, the first shift begins at notification and or determined time. (If the State requests the fire department for the next day, the first shift starts the following day).

- Single shift: is when the apparatus has only one operator or crew members that work between 12 and 16 hours as noted in the Incident Action Plan.
- Double shift: Double Shift needs to be approved by the State of Alaska Fire Management Officer; the fire department supplies an apparatus with two separate operators or crew.

Unified Command: a method for all agencies or individuals who have jurisdictional responsibility and in some cases those who have functional responsibility at an incident to contribute to:

- Determining overall objectives for the incident
- Selection of a strategy to achieve the objectives
- Joint command of the incident for the first shift during initial attack

Wildland Fire: The uncontrolled burning of grass, brush, timber and other natural vegetative material.

3. Command of Incident

There is a presumption of Unified Command, by mutual consent pursuant to this Agreement for the first shift during initial attack, and for the management of wildland fire incidents. The first responder on-scene shall assume functional command of the incident until the arrival of the other responder, after which a Unified Command will normally be established.

The Cooperator or State may, by mutual agreement, solely assume command of the incident, and shall be in command of personnel, fire apparatus and all other aspects of the fire suppression effort for the duration of the incident or until such resources are released.

4. Reimbursement and Status of Employees and Apparatus

The Cooperator may be reimbursed for performance under this Cooperative Fire Protection Agreement. The methods of reimbursement are:

- Cooperator Reimbursement: where actual costs of personnel and apparatus are reimbursed to the Cooperator.
- Combined Personnel and Apparatus Reimbursement (Lump Sum): where combined rate per daily and or double crew daily rate includes the established rate for both the personnel and apparatus.
- Direct Payment: where Cooperator personnel, as mutually agreed to by both the Cooperator and the State, are hired as Emergency Firefighters (EFF) by the State and paid directly; and apparatus is rented and paid directly to the Cooperator.
- All Cooperator apparatus and Emergency Equipment Rental Agreement (EERA) equipment must

be registered in the Online Application System (OLAS) using established rates listed in OLAS, and the appropriate Conditions of Hire. Rates and Conditions of Hire forms are also included in the Alaska Incident Business Management Handbook.

In order to use the Cooperator Reimbursement method, the Cooperator is responsible to payroll their personnel and provide Worker's Compensation insurance as defined below. The pay scale of each of their employees along with the billing addresses and contacts must be provided in in AOP.

In the event an AOP has not been signed by the State, rates paid for apparatus will not exceed the latest version of the rates listed in the Online Application System (OLAS) (See Cooperator Conditions of Hire for Wildland Fire Suppression Activities). For other Fire Department equipment not listed under Chapter 7 of the Alaska Incident Business Management Handbook see Chapter 6 Emergency Equipment Hiring. This equipment should be listed in OLAS.

State Division of Forestry employees remain employees of the State whether they work under the Cooperator or State command. Cooperator personnel may remain the responsibility of the Cooperator, or may become employees of the State through the Emergency Firefighter program, with the attendant pay and benefits, depending on which payment methods the Cooperator chooses.

A. Cooperator Reimbursement and Combined Reimbursement:

1. Cooperator Reimbursement: The Cooperator shall be responsible for payment of salary to Cooperator's personnel, including all lawful deductions, taxes, and insurance. The incident will post all equipment time on Emergency Equipment Use Invoices and personnel time on OF-288s that will be used as backup for the Cooperator invoice presented to the State for reimbursement. The cooperator shall be responsible for payment of all expenses related to operation of the apparatus. Upon receipt of an itemized bill the State shall reimburse the Cooperator, within 30 days, for actual costs of personnel, apparatus, and other reasonable and necessary expenses as allowed that are directly related to wildland fire suppression. Rates of reimbursement for personnel shall be documented by the Cooperator as an addendum to the AOP and/or itemized on invoices submitted to the State. Cooperator apparatus and EERA equipment reimbursement rates shall not exceed the rates listed in OLAS. Forestry will not pay administrative fees for personnel in excess of **13.5 %** nor pay for backfill positions unless required by municipal ordinance, union contract, and/or written department policy. These costs will be billed as outlined above, and segregated from the deployed personnel. The Cooperator's request for reimbursement for each employee assigned to the deployment, the reimbursement request shall include:

- i. The request is on Cooperator's letterhead
- ii. Tax identification number.
- iii. The request should include the Cooperator's Benefits by percentages i.e. PERS, workers compensation, health insurance, etc. The Cooperator may waive some of the benefits associated costs if desired.

1. The name, rank and applicable pay rate

2. The number of base hours and overtime worked.
3. Employer's costs and benefits paid on base wages
4. The total charges to reimbursement.

Backfill reimbursement (see definition): The incident will reimburse all backfill overtime costs. The State only pays for the difference in the overtime above what the regular salary would be for the backfilling employee associated with the deployed employee(s). A requirement by municipal ordinance, union contract and or written department policy, the backfilled person is needed to maintain adequate staffing for the department.

5. These costs will be billed as outlined above, and segregated from the deployed personnel.
6. Rates should be attached as an addendum to this document.

2. Combined Reimbursement: The Cooperator submits an invoice. This invoice lists one cost. This cost is for the pre-established combined apparatus and the personnel hourly, daily or double crewed rate. (This is similar to Contractor/ Vendor billing). As of January 2016, the State has not established a combined rate for Fire Departments.

B. Direct Payment: The State shall be responsible for payment of salary directly to Cooperator's personnel hired as qualified EFF, including all lawful deduction, taxes, and insurance. Rates of pay and levels of classification shall be documented in the AOP. The State shall be responsible for payment to the Cooperator for apparatus and EERA equipment rental. Cooperator apparatus and EERA equipment reimbursement rates shall not exceed the rates listed in OLAS. Notice of employment as EFF, and hiring of apparatus and equipment will be affected by completion of appropriate hiring documents, or, if the emergency situation demands, notification of the responsible State Dispatch office that Cooperator employment and / or hiring has occurred. In the latter case, official documentation will be completed as soon as practical.

C. Travel, Meals, and Lodging: Travel time between the duty station, or fire station, and the incident is also reimbursable. Meals and lodging will be provided by the State for employees on assignment away from their Area.

- Refurb/Rehab: Fire department is allowed up to 4 hours with the Fire Management Officer's approval for refurbishing and rehab of their equipment only for extended attack and or discretionary response wildland fires. No other travel costs will be reimbursed.

5. Worker's Compensation

The Cooperator and the State are responsible for their own personnel Worker's Compensation. EFF are considered State employees.

6. Liability Insurance

The State is responsible for its own liability insurance and coverage.

The Cooperator is responsible for its own liability insurance and coverage, for work performed under this

Agreement, and for work performed when no reimbursement or payment by the State under this Agreement is applicable.

State apparatus, including FEPP, loaned to a Contractor is covered by State liability insurance and coverage, regardless of whether or not the operator is State employee, provided the apparatus is utilized in the scope of permissive use. Permissive use is described as response to and operation on a wildland fire.

Liability is not covered for non-wildland fire use.

7. Fire Equipment Use

Upon discretionary assignment outside the Fire Response Area, the State will issue to the Cooperator fire stores as needed to complete the required minimum equipment inventory as specified in Cooperator Conditions of Hire: The Cooperator will maintain the fire equipment issued under this Agreement in an operable condition. Issued equipment will be returned to the issuing Forestry Office upon completion of the assignment. The State will not hold the Cooperator accountable for consumable fire supplies.

If non-consumable fire stores become broken, or otherwise unusable, the Cooperator will return the damaged item, along with a statement of how the item was damaged, to the State for repair or replacement. If an item becomes lost or damaged as a result of negligence by the Cooperator, the Cooperator will be liable for replacement.

8. Training and Prevention

All Cooperator employees will be NWCG certified at a minimum of Wildland Firefighter 2, which includes an annual Fire line refresher Training and Work Capacity Test, when responding outside the Response Area. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standard for the position hired. The state will provide wildfire training and prevention material to the Cooperator upon request.

9. Investigation

See Annual Operating Plan for investigation procedures.

10. Annual Operating Plan

As soon as practical after this Agreement is executed and annually thereafter prior to March 15 of each year, the Cooperator and the State Forester or his designee shall meet to negotiate an AOP. The subject matter of the AOP shall include what is needed to help define the operational details. At minimum the AOP should include mobilization procedures, a map or description of response area, training and qualifications, personnel rosters, contact information, education/ prevention/ investigation coordination procedures and radio frequencies (communication coordination).

11. Notification

The notification procedures are outlined in the Annual Operating Plan.

12. Parties Responsible for their own Acts

Each party agrees that it will be responsible for its own acts and the results thereof and each party shall not be responsible for the acts of the other party; and each party agrees will assume to itself risk and liability resulting from their own acts under this Agreement.

13. Permits and Laws

The parties shall acquire and maintain in good standing all permits, licenses and other entitlement necessary to the performance under this Agreement. All actions taken by the parties under this Agreement shall comply with all applicable laws, statues, ordinances, rules and regulations.

14. Non-Waiver

The failure of the Cooperator or the State 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 to enforce each and every protection hereof.

15. Review and Modifications

The parties agree to review this Agreement every Five (5) years maximum. From time to time, the parties may agree to modifications in the scope of services to be performed under this agreement. All modifications to the Agreement shall be incorporated by written amendments to this Agreement and approved by all signatories prior to effect.

16. Fair Intent

This Agreement has been jointly drafted 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.

17. Agreement Effective Date and Termination

This Agreement supersedes all other versions of this document and is effective as the date of last signature of the parties and remains in effect indefinitely unless terminated. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date, thereof, at least thirty (30) days before the effective date of such termination.

Cooperative Fire Protection Agreement Signatures

For the State

Area Forester Date

State Forester Date

DNR Procurement Officer Date

For the Cooperator

City of Palmer, City Manager Date

Date

Date

2016 ANNUAL OPERATING PLAN

Agencies Involved:

- A. State of Alaska, Department of Natural Resources, Division of Forestry, Mat-Su/McGrath Area herein referred to as “State.”
- B. City of Palmer, Palmer Fire & Rescue herein referred to as “Cooperator.”

This Annual Operating Plan Establishes the Policy and Procedures for The Following:

- A. Mobilization and Operation
- B. Inventory of Firefighting Resources.
- C. Apparatus and Personnel Conditions of Hire, Payment Rates & Billing Procedures.
- D. Coordination of Prevention, Investigation and Public Education efforts.
- E. Operational Procedures within the Primary Response Area.
- F. Personnel Qualification Requirements.
- G. Training.
- H. Radio Frequencies.
- I. Cooperator Specific Subjects and Issues
- J. Effective Date and Termination
- K. Compliance Failure
- L. Notice
- M. Severability
- N. Attachments (* required; others negotiable)
 - A-1 Cooperator Response Area Map* (available through GIS layers)
 - A-2 Cooperator Command Contact List*
 - B-1 Division of Forestry Duty Officer’s list and Contacts*
 - C-1 State of Alaska-Division of Forestry Cooperator Conditions of Hire, 2016*
 - C-2 Cooperator Equipment Availability and Rate List (as listed in OLAS)
 - C-3 Cooperator Personnel EFF Pay Rates
 - C-4 **Updated** Cooperator Agreement Letter*
 - C-5 Property Loss/Damage Report *
 - D-1 State Radio Frequency List (if updated from previous year*)
 - D-2 Cooperator Radio Frequency List (If updated from previous year*)
 - E-1 Cooperative Fire Protection Agreement*
 - E-2 After Hours Response Follow Up Report

A. Mobilization and Operation

Primary Fire Response Area: As defined in the Cooperative Fire Protection Agreement, this includes the Cooperator Fire Response Service Area, areas of mutual aid response, or the Area's geographic area within which the Cooperator agrees to promptly respond and act to suppress any wildland fire. Responses within these areas are compensated *after first shift (calendar day) as agreed to in this Annual Operating Plan*. After the minimum response time is met, compensation may go back to the original dispatch time. See appendix C-8, Primary Response area.

1. **Mutual Aid Response:** The Cooperator agrees to notify the State when responding to a wildland fire outside of their Primary Response Area at the request of another Fire Department. Cooperators responding due a mutual aid request are not guaranteed reimbursement by the State.
2. **Automatic Response:** The Cooperator agrees to notify the State when responding to a wildland fire due to activation of an automatic response request. Cooperators responding due to an automatic aid request are not guaranteed reimbursement by the State.

Discretionary Response: A response outside the Primary Fire Response Area within which the Cooperator may choose to respond and assist the State to suppress a wildland fire. In order to qualify to respond the Cooperator employees and members will be NWCG certified at a minimum of wildland fire fighter 2, which includes an annual Fireline Refresher Training and work capacity test, when responding outside the Response Area. See appendix C-8, Discretionary Response-

Activation Procedures for the Discretionary

The State shall contact the Fire Chief, or designee, for the availability of equipment and personnel to assist on a wildland fire incident. If the fire department is requested, it should go through the 9GBase dispatch. Upon acceptance it becomes a binding contract between the State and the Cooperator.

Command of Incident

There is a presumption of Unified Command, by mutual consent pursuant to this Agreement for the first shift (see definition Cooperative Protective Agreement) during initial attack, for the management of wildland fire incidents. The first responder on-scene shall assume functional command of the incident until the arrival of the other agency, after which a Unified Command will normally be established.

The Cooperator or State may, by mutual agreement, solely assume command of the incident, and shall be in command of personnel, fire apparatus and all other aspects of the fire suppression effort for the duration of the incident or until such resources are released.

- i. The State will retain command of wildland fire aviation resources.

B. Inventory of Firefighting Resources

State Resources:

- Area Duty Officer Schedule- Attachment B-1*

Cooperator Resources:

- Cooperator Command Contact List – Attachment A-2*
- Cooperator Equipment Availability and Rate List –in OLAS

C. Apparatus and Personnel Conditions of Hire, Payment Rates & Billing Procedures

1. General Provisions

The Cooperator will request reimbursement for wildland fire response within the defined Primary and Discretionary response areas in accordance with the guidelines established in this Annual Operating Plan (AOP) and following the Cooperator Fire Protection Agreement dated 2016.

The Cooperator may be reimbursed for performance under the Cooperative Fire Protection Agreement. The methods of reimbursement are: **Cooperator Reimbursement, Combined Reimbursement** and **Direct Payment (see Cooperative Fire Protection Agreement for definition)**.

The State will establish rates of compensation, for equipment for apparatus and other equipment using as a guide the current rates listed in the Online Application System (OLAS). Except for special circumstances as agreed upon by the Cooperator and the State, these established rates will not be exceeded. The Cooperator will enter into OLAS available equipment including the national typing, description, and unit identifier, with respective, agreed upon, daily and hourly rates which will be included as Attachment C-2, “Cooperator Equipment Availability and Rate List.”

Cooperator request for reimbursement of equipment use is limited to the equipment as listed. The Cooperator will follow the procedures outlined in Chapter 6 Alaska Incident Business Handbook for other equipment such as ATVs, boats, buses.

The Cooperator will provide a list itemizing personnel positions and NWCG qualifications. IQS will be managed by the borough with oversight provided by the State. Personnel will be paid as EFF commiserate with their NWCG rating or equivalent to their Borough rate of pay if hired under the cooperators reimbursement method.

2. Billing: including Cooperator Reimbursement, Combined Reimbursement and Direct Payment

a. **Cooperator Reimbursement.** In order to use the Cooperator Reimbursement method, the Cooperator must meet the eligibility requirements as defined in the 2016 Cooperator Fire Protection Agreement and define the pay scale for each of their personnel in their AOP. The incident will post all equipment time on Emergency Equipment Use Invoices (OF-286) and personnel time on OF-288s that will be used as backup for the Cooperator invoice presented to the State for reimbursement.

- i. The Cooperator will bill the State for equipment and personnel using rates as listed in in OLAS and or Attachment C-2. The Cooperator will submit a completed copy of the billing forms with an Incident Report within thirty (30) days of the fire being declared out.
- ii. Cooperator agrees to bill for all resources under their operational control as listed in Attachments C-2 and C-3. The reimbursement request for a Mutual Aid and or an Automatic Response of a second Cooperator(s) must have been pre- approved by the State. The second Cooperator may or may not have an agreement with the Division.

- iii. For equipment billing, on the first and last shift of hire, the Cooperator will be paid at the hourly rate for every continuous hour on-shift, provided the apparatus is operable and available. For shifts between the first and last, the Cooperator will be paid at the shift rate. Time that an apparatus is inoperable and unavailable will be considered downtime and payment will not accrue except as provided in the “State of Alaska-Division of Forestry Cooperator Conditions of Hire”, Attachment C-1.
- iv. Billing for equipment should be commensurate with incident use. For example, engines used for personnel transport will be billed as a utility transport vehicle rather than an engine. The billing will be paid in accordance with the resource order. For example, if a water tender is resource ordered but the fire department uses an engine that meets the specification requirements of a water tender, the engine will be billed as a water tender.
- v. Equipment and personnel time spent refurbishing will be billed for hours that do not exceed the reasonable and customary time for returning equipment to “in service” condition. Extended / Discretionary Attack: not to exceed 4 hours with Fire Management Officer approval.
- vi. Personnel will be paid on an hourly basis, rounded to the quarter hour, at the rates listed in Attachment C-3, based on the operational period as determined by the Incident Commander, unless superseded by the Municipality/ Borough Collective Bargaining Agreement. The Incident Commander will provide written justification to the State and Cooperator when a shift exceeds 16 hours. When applicable, the Cooperator will submit a copy of the Incident Commander justification with their billing. Personnel may be on a shorter or longer shift than the equipment to which they are assigned.
- vii. The Cooperator shall be responsible for payment of all expenses related to operation maintenance of the apparatus. The exception to this is that the State provides or reimburses the Cooperator for fuel for the equipment. Upon receipt of an itemized bill the State shall reimburse the Cooperator, within 30 days, for actual costs of personnel, apparatus, and other reasonable and necessary expenses as allowed that are directly related to wildland fire suppression. Rates of reimbursement for personnel shall be documented in the AOP.

b. Combined Reimbursement (Lump Sum): The Cooperator may determine to submit a bill for reimbursement which combines both personnel and apparatus costs. (This is similar to a Contractor hiring and payment.) A standard rate is established for Hourly, Daily and Double Crewed Daily. As of January 2016, the State has not established a combined rate. See Cooperative Fire Protection Agreement.

c. Direct Payment: The State shall be responsible for payment of salary directly to Cooperator’s personnel hired as EFF, including all lawful deduction, taxes, and insurance. Rates of pay and levels of classification shall be documented in the AOP.

- i. The State shall be responsible for payment to the Cooperator for apparatus rental. Cooperator apparatus rental rates shall not exceed the rates listed in the most recent 2016Cooperators Conditions of Hire.
- ii. The State's direct payment of Cooperator personnel or apparatus does not effect the presumption of Unified Command necessary under this Agreement.
- iii. **Emergency Firefighter (EFF)**
At the discretion of the Cooperator in agreement with the State, Cooperator personnel may be hired by the State as Emergency Firefighters (EFF) and will become State employees. EFF employees will be compensated at the current EFF rates found in the

current *Alaska Incident Business Management Handbook*. The Cooperator will not bill the State for Cooperator personnel once they are released to work for the State as EFF.

- iv. State EFF personnel must complete an EFF hire packet and obtain a resource order in order to be properly reimbursed for their time on an incident. State EFF personnel are responsible for verifying that their hours worked are documented by an appropriate supervisor on a Crew Time Report (CTR) keeping the yellow copy for their records. The supervisor will submit the CTR to the State Finance/Administration Unit.

3. Property Loss/Damage Report The Cooperator will complete a Property Loss/Damage Report (attachment C-9), explained in attachment C-1 (State of Alaska-Division of Forestry Cooperator Conditions of Hire) Section 12, documenting lost, stolen or damaged equipment and will submit it under separate cover to the State.

- i. Incomplete, or unsupported, claims will be returned to the Cooperator for further information and/or documentation.
- ii. The State's liability is limited to the lesser of the actual repair costs or market value.
- iii. The State is not responsible for the costs of loss or physical damage to cooperators equipment due to negligence on the part of the cooperators' personnel, for indirect damages such as loss of use or lost profits, or for "normal" wear and tear.

D. Coordination of Prevention, Investigation and Public Education Efforts

1. Prevention Materials.

The State will provide the Cooperator with wildland fire prevention material to the extent possible. The Cooperator will submit a request for next year's materials to the State prior to August 15 of the current year.

2. The State and the Cooperator will coordinate as follows:

- a. Meet prior to the normal burn season of each year to coordinate prevention and public education programs.
- b. Provide wildland fire investigation services and enforcement actions mutually upon request.
- c. Share the State Open Burning Permit and Public Education program.

3. Extreme Fire Danger

The State will notify the Cooperator when it has been determined that extreme fire danger conditions exist.

4. Burn Closures/Bans and Burning Suspensions

Both the State and the Cooperator shall have the authority to suspend or ban open burning within the Primary Fire Response Area upon notification of the other party. All burn permit suspensions shall be routed through the State. The State may issue a Burn Closure as identified in statutes. The Cooperator may ban burning in accordance with the provisions of the local Municipality/ Borough Fire Code.

5. Burn Permits

The Cooperator will issue burn permits within the Primary Fire Response Area where applicable, take burn permit applications at the fire station during regular business hours, and perform site inspections when necessary.

E. Operational Procedures within the Primary Response Area

1. Wildland Fire Reporting

Fires may be reported to the Cooperator through 911 Dispatch. Emergency 911 Dispatch will then initiate a response by the Cooperator and shall notify the State when the fire is in the Primary Response Area. If the fire call is received by the State, the State may initiate a response and may dispatch the Cooperator through 911 Dispatch.

2. Wildland Fire Response and Notification Procedures

The State and the Cooperator will both respond promptly under their own department standard for operating procedures regarding calls in the Primary Fire Response Area.

- i. The Cooperator, or the State, may, by mutual agreement, solely assume command of the incident, and shall be in command of personnel, fire equipment and all other aspects of the fire suppression effort for the duration of the incident or until such resources are released. The Cooperator, or the State Officer, may refuse to commit their personnel and resources to an unsafe situation, after notification of their concern to the Incident Commander.
- ii. The Cooperator may request that the State assume command of any wildland fire within the Primary Fire Response Area at any time.
- iii. The State shall provide wildland fire suppression assistance to protect life and property without cost to the Cooperator within the Primary Fire Response Area.

3. Wildland Fire Reports and Other Documentation

- Upon request, the Cooperator, or the State, shall furnish a written fire report to the other party for each wildland fire to which the other party did not respond. This report shall contain the information required by the reporting requirements of the other agency and be submitted within fifteen (15) days after the incident is out. The State will allow the submission of the ANFIRS report, via FAX to the local Forestry Office, to fulfill this requirement. The ANFIRS reports should include all available information, a narrative, and a GPS reading to assist the State in identification of the property on a USGS topo quad map. For after hour or weekend responses, the cooperator will provide the state with response information on the "After Hours Report" E-2. Incident follow up will be conducted by the State prevention officer.

F. Personnel Qualification Requirements:

- Cooperator firefighting personnel responding to wildland fires not involving Unified Command or structures fires will have successfully completed at least the S-130/190 National Basic Wildland Firefighter or equivalent training.

- All Cooperator employees and members will be NWCG certified at a minimum of Wildland Firefighter 2, which includes an annual Fireline Refresher Training and Work Capacity Test, when responding outside the Fire Response Area. All personnel hired as EFF by Forestry must meet established NWCG physical fitness and training standards for the position hired. The State will provide wildfire training and prevention material to the Cooperator upon request.

G. Training

The intention of the State is all responders to wildfires are certified at a minimum of a National Wildfire Coordinating Group (NWCG) Wildland Firefighter 2. The State will make wildland fire training available to the Cooperator on an annual basis based on the priorities established in the AOP. The Cooperator may utilize any combination of the following for the training of their personnel:

- On-line (I-100, I-200, S-130, S-190, IS700, IS800)
 - Crosswalk (provided they have an accrediting training program through the Alaska Fire Standards Council)
 - DOF sponsored wildland fire training courses
 - Cooperator personnel who are operating apparatus are encouraged to complete the ENOP Task Book.
1. The State will continue to work toward a program to certify Cooperators as qualified instructors for wildland fire courses.
 2. The State will offer Cooperator personnel upper level wildland fire management courses in order to have adequate resources to call upon, if the cooperator notifies the State with a list of nominees.
 3. The Cooperator and the State agree that, periodically, it may conduct joint drills or exercises of response plans for either agency. The Cooperator and the State agree that they will assume workers compensation liability for their own personnel during such drills.
 4. The State and the Cooperator should familiarize their personnel in the operation of each other's equipment as part of annual training.

H. Radio Frequencies:

The State and Cooperator agree to review radio frequency lists prior to the start of the fire season each year. See Attachment D-1 "State Radio Frequency List" and D-2 "Cooperator Radio Frequency List. A copy of the updated radio frequency lists will be exchanged.

I. Cooperator Specific Subjects and Issues

1. Personnel Pay Rates and Compensation:

Cooperator's paid personnel shall remain employees of the Cooperator while paid as a Borough or Municipal employee. Personnel may be hired by the State as EFF in accordance with Section C of this AOP. If the Cooperator is required to supply a firefighter at their station due to a documented Fire Department policy, municipal ordinance and or union contract, the Cooperator will provide the

Division of Forestry with cost of that employee. The State only pays the difference in the overtime above what the regular salary would have been for the backfilling that employee.

2. Station Use Agreement / Land Use Agreement:

Occasionally, the Cooperator may have fire station space available for use by the State in the event that additional State resources are needed for firefighting purposes within an Area. A Land Use / Station Use Agreement will be implemented followed with a resource order for extended use situations.

5. Operational Procedures:

The Operational Procedures outlined in Section E of this AOP are in effect. The Cooperator and the State agree that the Cooperator may request that the State take over any wildland fire inside the Primary Fire Response Area at any time with appropriate notice to the State. At that point, the State may elect to hire Cooperator equipment and personnel in accordance with this AOP, Section C, and paragraph 1 on page 2.

5. Resources:

The State and the Cooperator agree that it is in the best interest of both parties that billing be consolidated whenever possible. The Cooperator will attempt to incorporate reimbursable expenses of the Fire Department, Borough or Municipality whenever reimbursable services, supplies or equipment are ordered by the State and supplied by the Cooperator. Examples of reimbursable expenses in this context include: GIS mapping services; Borough / Municipal employees; and use of Borough/ Municipal facilities and vehicles. This requires the States preapproval and a resource order.

J. Effective Date and Termination

This AOP shall be effective upon execution by both parties and shall continue in effect until a new one is signed, unless terminated. Preparation, review, and/or modification of this AOP, shall normally be completed prior to March 15 of each year. In the event a new AOP is not executed on or before March 15 of the following year, this agreement shall continue in effect as written or modified until terminated or replaced by a new AOP. Either party may terminate this AOP, without cause, thirty (30) days after written notice of intent to terminate has been served.

K. Compliance Failure

Failure of the Cooperator or the State to insist upon the strict compliance of any of the terms in this AOP shall not constitute a waiver by either of the parties of its rights with respect to performance rendered thereafter or to insist upon full and strict compliance of the exact terms of this AOP.

L. Notice

All legal notices relating to this AOP, including change of address shall be mailed to the State and Cooperator at the following addresses:

State:

Mat-Su/McGrath Area

101 Airport Road

Palmer, AK 99645

Cooperator:

City of Palmer

231 W. Evergreen Ave

Palmer, AK 99645

M. Severability

In the event a provision of this AOP is found to be unenforceable or void for any reason, it shall be considered as severed from this agreement, and the remaining portions shall stand as if that portion had never been included. In the event the unenforceable or void provision is legally essential to the continuing existence of the agreement, the parties shall attempt to substitute a reasonable replacement provision.

For the State

By: _____

Area Forester: Rick Jandreau

Date

Attest By: _____

Area FMO: Norm McDonald

Date

For the Cooperator

By: _____

City Manager: Nathan Wallace

Date

**City of Palmer
Action Memorandum No. 16-047**

Subject: Authorize the City Manager to Amend the Professional Services Agreement with HDR, Inc. in an Amount Not to Exceed \$842,107 for Design and Engineering Services for the Palmer Wastewater Treatment Plant Upgrades Project

Agenda of: June 28, 2016

Council Action: _____

Originator Information:

Originator: Tom Healy, Public Works Director
Date: June 9, 2016 **Requested agenda date:** June 28, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>Eric Davis</i></u>	<u>6/9/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
<u>X</u>	Public Works	<u><i>T Healy</i></u>	<u>6/9/16</u>

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>T Healy</i></u>	<u>Acting Manager</u>
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Alley</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 842,107

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ 842,107

Funds are (√):

- Budgeted Line item(s): 24-01-12-6220 (DCCED Grant No. 13-DC-527)
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *Eric Davis*

Attachment(s):

- Amendment 03 – Exhibit A, Design Scope of Services, Schedule and Compensation

Summary statement:

The City of Palmer must upgrade the Wastewater Treatment Plant (WWTP) to comply with U.S. Environmental Protection Agency discharge permit requirements. The City's discharge permit has been in administrative extension since 2011 pending WWTP improvements. The City contracted with HDR, Inc. more than a year ago to update the WWTP facility plan. The facility plan update is complete. It is necessary to amend the City's agreement with HDR, Inc. to design and engineer the upgrade project itself.

The project will construct two Moving Bed Bioreactor (MBBR) aeration basins and two secondary clarifiers, as well as sludge handling and treatment equipment. The estimated project cost is between \$10 million to \$14.6 million. Project completion is scheduled for August 2018.

This action memorandum authorizes Amendment No. 3 to the Professional Services Agreement between the City and HDR, Inc. to provide design and engineering services for the WWTP upgrade project. The City must complete the design by mid-December 2016 and complete the upgrade project by August 2018.

The source of funds for this design and engineering work is State of Alaska Grant No. 13-DC-527. The State determined the City can use this grant for WWTP improvements in addition to the purchase of property adjacent to the WWTP. The project plan does not anticipate the purchase of any adjacent property.

In reference to PMC 3.21.230, Governmental and Proprietary Procurements, HDR's experience in preparing the facility plan update and their expertise and knowledge of the project and regulatory issues give HDR the ability to engineer and design plans for the improvement project, and reasonably limits the source of these design and engineering phase services to HDR.

Administration recommendation: Authorize Action Memorandum 16-047.

AMENDMENT 03 - EXHIBIT A

City of Palmer Wastewater Treatment Plant – Design Scope of Services, Schedule, and Compensation

INTRODUCTION

The Palmer Wastewater Treatment Plant (WWTP) operates under an existing APDES permit No. AK-002249-7. The permit was last renewed in 2007 and has been administratively extended since its expiration in 2011. The current APDES permit limits the peak daily flow capacity of the plant to 0.95 million gallons per day (MGD) and limits the loading of total suspended solids (TSS), biochemical oxygen demand (BOD), ammonia nitrogen, and fecal coliforms to the Matanuska River outfall. The 2007 permit introduced the current ammonia effluent limits (average monthly limits of 1.7 milligrams per liter (mg/L; July-August) and 8.7 mg/L (rest of the year)) due to the presence of spawning salmon in the side channel where treated effluent discharges.

The existing facility provides screening, aerated lagoon treatment, and Ultra Violet (UV) disinfection and was originally designed as a facultative lagoon in the 1970s. The existing aerated lagoon system consistently provides BOD and TSS removal. When the ambient and wastewater temperatures are sufficiently high in the summer, the plant can achieve some level of nitrification but this is inconsistent and the plant is not capable of nitrifying (or meeting its current ammonia effluent limit) for most of the year in its current configuration.

The purpose of this project is to provide engineering design services to the City of Palmer (COP) to bring the Palmer Wastewater Treatment Plant (WWTP) into compliance with its effluent discharge permit and the Clean Water Act (CWA) requirements established by the Environmental Protection Agency (EPA) and the Department of Justice (DOJ) for the Palmer WWTP.

HDR has prepared a WWTP Facility Plan Update (dated May 19, 2016) that identifies alternatives to bring the WWTP into compliance with current and potential future permit limits (particularly ammonia). The Facility Plan Update recommended implementation of the needed facilities using a phased approach over the next 5 years.

Phase I: Near-Term modifications to the Palmer wastewater system:

- Initiate grant-funding requests for design and construction of an updated WWTP.
- Construct a new pipeline from the existing headworks to the new treatment facilities, bypassing the existing lagoon system. This will maintain wastewater temperatures and keep them from cooling in the lagoons.
- Construct two Moving Bed Bioreactor (MBBR) aeration basins with a maximum month treatment capacity of 1.2 MGD.
- Purchase and install sufficient MBBR media to treat the projected 2018 average maximum month wastewater flow of 0.65 MGD.
- Construct two secondary clarifiers to remove the solids from the MBBR effluent.

- Construct waste activated sludge (WAS) pumping facilities.
- Waste solids will be pumped to Lagoon 3 for aerobic digestion and storage.
- Annual solids removal with a dredge operation pumping to dewatering geotubes stored in the lined Lagoon 2 area. Sludge will continue to be limed for elevated pH and applied on-site.

Phase II:

- Additional media should be added to match Palmer’s population growth and wastewater flow until the flows near an average maximum month flow of 1.2 MGD (1.0 MGD annual average).

Phase III:

- In the event that the wastewater flow rate reaches an average maximum month of 1.2 MGD, an additional MBBR train (concrete tanks, aeration grid, diffusers, retention screens, and media) shall be required. An additional MBBR cell system as proposed will provide up to an average maximum month flow of 1.8 MGD (1.5 MGD annual average)
- Grit removal facilities should be considered in the future to reduce maintenance and potential grit accumulation in the aeration basins.

We propose to perform design of these improvements as an amendment to our Palmer Wastewater Treatment Plant Facility Plan Update contract. Our proposed Scope of Services, Schedule, and Budget tasks included in this proposal pertain to the Palmer WWTP Phase I Improvements only and include the following:

- Task 1 Preliminary Engineering/35 Percent Design
- Task 2 Equipment Pre-Selection/Pre-Purchase
- Task 3 60 Percent Design
- Task 4 Contractor Pre-Qualification
- Task 5 Final Design
- Task 6 Bid Period Services
- Task 7 Project Management

Each of these tasks is described in more detail in the Scope of Services section below.

BASIC SERVICES

Task 1 – Preliminary Engineering/35 Percent Design

Objective

Establish the preliminary engineering requirements for the Palmer WWTP Phase 1 Improvements (as identified in the Introduction).

Approach

- Conduct a workshop with City staff to discuss project concepts; City preferences for equipment types, layout, and controls; define site survey; and topographic survey needs. Sub-consultant CRW Engineering Group, LLC (CRW) will perform the topographic survey.
- Sub-consultant Shannon & Wilson (S&W) will perform subsurface exploration for the Phase 1 Improvements. Following exploration S&W will perform laboratory testing, and provide geotechnical engineering recommendations to assist with planning, design and construction.
- Prepare a Preliminary Engineering Report (PER)/35% Design to define the project with a unified design concept to allow development of a realistic opinion of probable construction cost which will allow for an informed review by the City. Anticipated components of the PER are as follows:
 - Identify and evaluate facilities improvements options.
 - Conduct hydraulic analysis and prepare hydraulic profile.
 - Establish and document the design criteria, including:
 - Flows and loads to the facilities being improved
 - Water quality and solids quality requirements
 - Disposal requirements
 - Develop mass balance and process flow diagram for the facilities being improved.
 - Develop preliminary process design including:
 - Summary of unit process design criteria and projected operating conditions.
 - Process flow diagrams for unit processes for facilities being improved.
 - Process narrative for individual unit processes.
 - Sizing of major equipment.
 - Preliminary equipment lists and data sheets for major equipment.
 - Equipment layouts, including major piping and valves.
 - Chemical storage and feed requirements.
 - Utility requirements
 - Develop preliminary site and civil design including:
 - Site plan showing new and existing structures.
 - Preliminary yard piping plan (major piping systems).
 - Develop preliminary structural design including:
 - Footprints and sections of major structures showing major equipment.
 - Structural design concepts, including conceptual design of foundations and preliminary sizing of wall and slab thicknesses.
 - Structure dimensions.
 - Develop preliminary electrical design including:
 - Preliminary electrical load list.
 - Electrical service requirements.

- Standby power requirements.
- Electrical power one-line diagram.
- Preliminary equipment lists and data sheets for major equipment.
- Develop preliminary instrumentation and control design including:
 - Control philosophy.
 - Process control descriptions.
 - Preliminary Process and Instrumentation Diagram (P&ID) drawings for major equipment and systems.
- Develop preliminary implementation and procurement plan including:
 - Preliminary construction schedule.
 - Equipment procurement plan including potential sole-source, pre-purchase, pre-qualification or base-bid candidates.
- Use the services of senior design personnel, including third-party review for process (North Bay Water Consulting Engineers LLC) and I&C (Snowdweller Industrial, LLC), to conduct a detailed review of the preliminary engineering report. Document quality assurance/quality control comments and responses.
- Prepare for and conduct a review workshop with City staff to review comments and solicit input regarding the preliminary engineering report following a one-week comment period.
- Develop preliminary opinion of probable construction cost. Sub-consultant Alaska Construction Management Inc. (ACMI) will perform cost estimating services for the Phase 1 Improvements.
- Following the review meeting, address comments from the City, and finalize the preliminary engineering report.

City Involvement

- Perform a timely review of submittals and provide a single set of reconciled review comments. Consultant schedule includes an allowance of up to one week for City review of the PER. Any duration longer than this will result in Consultant schedule adjusting accordingly.
- Participate in the site investigation and workshops.

Assumptions

- Up to two Consultant staff will attend the project concepts workshop in the City of Palmer and the review workshop via teleconference. Review workshop will last up to four hours.
- Consultant will prepare and distribute review meeting minutes.
- Preliminary cost opinion will be for budgetary planning purposes to support project funding requests. Consultant will attempt to provide a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 3, 10 to 40 percent project definition, +30% to -15% Range of Accuracy.

Deliverables

- Review meeting agendas and notes (electronic file in .pdf format transmitted via e-mail)
- Draft Preliminary Engineering Report (electronic file in .pdf format transmitted via e-mail)
- Final Preliminary Engineering Report (electronic file in .pdf format transmitted via e-mail)

Task 2 – Equipment Pre-Selection/Pre-Purchase

Objective:

Assist the City in selecting and procuring long lead-time equipment that could affect the scheduled completion date if not ordered until after award of the construction contract. The Moving Bed Biofilm Reactor (MBBR) equipment and Alkalinity Feed equipment have been identified as long lead-time equipment required for the Phase 1 Improvements.

Approach:

- Prepare draft equipment procurement packages.
- Use the services of senior design personnel to conduct a detailed review of the procurement packages. Document quality assurance/quality control comments and responses.
- Provide City with draft procurement packages for review and comment.
- Prepare final, bid ready equipment procurement packages.
- Assist the City in equipment procurement bidding including answering bidders' questions.
- Prepare up to one addendum for each procurement package to respond to supplier/bidder's questions.
- Following the equipment procurement bidding, evaluate the apparent low bidders for compliance with the equipment procurement plans, specifications, and addenda and provide the City with contract award recommendations.
- Review equipment procurement submittals.
- Coordinate equipment procurement schedules with the construction project schedule.

City Involvement:

- Participate in selection of preferred and listed bidders.
- Perform a timely review of submittal and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to one (1) week for City review of the submittal. Any duration longer than this will result in Consultant schedule adjusting accordingly.
- Advertise project using City's established procedure.
- Answer legal questions during Pre-Bid meeting and advertisement period.
- Distribute bid packages and log an official Plan Holders List.
- During the advertisement phase, coordinate all correspondence regarding the project to ensure response consistency.
- Send a complete copy of each addendum to all official plan holders of record.
- Open bids at the place and time advertised.
- Issue the Notice of Award and Notice to Proceed.
- Review bidder's invoices and make payments when due.

Assumptions:

- Two equipment procurement packages will be prepared.
- Front-end specifications will be based upon Engineers Joint Contract Documents Committee (EJCDC) procurement documents, 2010 version.
- Consultant scope includes up to 18 hours per procurement package for addressing bidder questions.
- One shop drawing submittal and one shop drawing re-submittal for each procurement package will be reviewed. Consultant scope includes up to 24 hours per procurement package for reviewing submittals.

Deliverables:

- Draft procurement packages (electronic file in .pdf format transmitted via e-mail).
- Final procurement packages (electronic file in .pdf format transmitted via e-mail)
- Addenda.
- Recommendations of award (electronic file in .pdf format transmitted via e-mail).

Task 3 – 60 Percent Design

Objective

Provide a comprehensive set of design documents in sufficient detail to allow thorough review by City for the WWTP Phase 1 Improvements (as identified in the Introduction). This submittal provides the City the ability to influence the features of the design.

Approach

- Develop critical drawings that define the size, configuration, process control and key features of the project components.
- Develop technical and front end specifications to draft level.
- Provide review of project approach and resources involved with this detailed design.
- Update opinion of probable construction cost. Sub-consultant ACMI will perform cost estimating services for the Phase 1 Improvements.
- Develop comprehensive equipment list including equipment data and electrical requirements.
- Update construction sequencing plan and schedule previously developed for the Preliminary Engineering Report.
- Provide technical quality control review by Consultant senior design staff as well as third-party review for process (North Bay Water Consulting Engineers LLC) and I&C (Snowdwellier Industrial, LLC).
- 60 percent design development will include a submittal to the City for review and comment.
- Conduct up to one review meeting with the City staff and up to two Consultant staff members to discuss City comments on 60 percent submittal.
- Document decisions made during the review in a decision log.

City Involvement

- Perform a timely review of submittal and provide a single set of reconciled review comments. Consultant's schedule includes an allowance of up to one (1) week for City review of the submittal. Any duration longer than this will result in Consultant's schedule adjusting accordingly.
- Participate in the review meeting.

Assumptions

- Drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute.

- Front-end specifications will be based upon Engineers Joint Contract Documents Committee (EJCDC) construction contract documents, 2013 version, and Standard General Conditions modified by Consultant’s legal department and reviewed by the City’s Legal Department.
- The design will incorporate Consultant and City engineering and equipment standards to maintain consistency and compatibility with the City’s facilities.
- City requested changes after the 60 percent design phase will be negotiated via additional services.
- Up to two Consultant staff will attend the review meeting in at the Palmer City Hall or the WWTP. Review meeting will last up to four (4) hours plus travel time.
- City’s comments on the 60 percent submittal will be incorporated into the Final Design. No “final” 60 percent drawings or specifications will be produced.
- Consultant will prepare and distribute review meeting notes.
- Updated cost opinion will be for cost baseline monitoring. Consultant will attempt to provide a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 2, 30 to 70 percent project definition, +20% to -10% Range of Accuracy.

Deliverables

- 60 Percent Project Manual which includes drawings and specifications (electronic file in .pdf format transmitted via e-mail).
- Updated cost opinion, equipment list, and construction sequencing plan (electronic files .pdf format).
- Review meeting agenda (up to five (5) hard copies) and notes (electronic copy in .pdf format transmitted via e-mail).
- Decision log, as requested (electronic file in .pdf format transmitted via e-mail).

Task 4 – Contractor Pre-Qualification

Objective

Consultant will assist the City in conducting a General Contractor Pre-qualification process to identify qualified contractors for wastewater treatment plant construction. The objectives of general contractor pre-qualification will be as follows:

- Identify contractors bidding the WWTP Phase 1 Improvements project that are qualified for the work included in this contract.
- Establish a systematic basis for qualifications submittal and review for bidding.
- Establish a list of the pre-qualified contractors for bidding.

Approach

- Prepare and send a questionnaire and request for financial statements to prospective bidders/general contractor respondents.
- Prepare a scoring system for rating the answers given by the respondents and by the references.
- Develop an appeal procedure to address potential requests from candidate general contractors not included on the pre-qualified list for bidding.

- Review the draft questionnaire, scoring system, and appeal procedure with City staff and prepare the final questionnaire for advertisement.
- Prepare an announcement for General Contractor Pre-qualification package submittals in advance of bidding. This work will include the following tasks:
 - Prepare an announcement of pre-qualification procedures.
 - Assist the City in response to questions about the questionnaire and request for financial statements.
- Work with City staff to form a General Contractor Pre-qualification review panel comprised of City staff and consultant project manager and project engineer.
- Review the pre-qualification questionnaire and financial statement submittals from prospective contractors.
- Conduct reference reviews for the candidate contractors in conjunction with City staff.
- Score the submittals, prepare a listing of the pre-qualified contractors, and submit to City to publish the results.
- Participate in the City’s appeal procedure to address potential requests from candidate contractors not included on the pre-qualified list for bidding.

City Involvement

- Perform a timely review of submittal and provide a single set of reconciled review comments. Consultant’s schedule includes an allowance of up to one (1) week for City review of the submittal. Any duration longer than this will result in Consultant schedule adjusting accordingly.
- Advertise pre-qualification questionnaire using City’s established procedure.
- Answer legal questions during advertisement period.
- Distribute questionnaires and log an official list.
- Receive responses and transmit to Consultant for review.

Deliverables

- Draft pre-qualification questionnaire (electronic file in .pdf format transmitted via e-mail).
- Final pre-qualification questionnaire (electronic file in .pdf format transmitted via e-mail).
- Pre-qualification review recommendations (electronic file in .pdf format transmitted via e-mail).

Task 5 – Final Design

Objective

Present drawings and specifications signed and sealed by appropriate registered engineers for the WWTP Phase 1 Improvements (as identified in the Introduction).

Approach

- Prepare final drawings that define the size, configuration, process control and key features of the project components and initiate other drawings which show details and refinements.
- Prepare final general conditions/bidding documents and technical specifications.
- Prepare final opinion of probable construction cost. Sub-consultant ACMI will perform cost estimating services for the Phase 1 Improvements.
- Use the services of senior design personnel, including third-party review for process (North Bay Water Consulting Engineers LLC) and I&C (Snowdweller Industrial, LLC), to conduct a detailed

review of the final design Project Manual. Document quality assurance/quality control comments and responses.

- Final design development will include a draft submittal to the City for review and comment.
- Conduct up to one review meeting with City staff and up to two Consultant staff members to discuss City comments on final submittal.
- Submit final Project Manual and checklists to Alaska DEC for plan review and issuance of Certificate to Construct.
- Provide technical criteria, written descriptions, and design data for use by City in filing an application for a building permit with the City Building Department.

City Involvement

- Perform a timely review of submittal and provide a single set of reconciled review comments. Consultant’s schedule includes an allowance of up to one (1) week for City review of the submittal. Any duration longer than this will result in Consultant schedule adjusting accordingly.
- Participate in the review meeting.

Assumptions

- Drawings will be prepared per industry standards and specifications will be prepared using the sixteen-division format of the Construction Specifications Institute.
- The design will incorporate Consultant and City engineering and equipment standards to maintain consistency and compatibility with the City’s facilities.
- Up to two Consultant staff will attend the review meeting at the Palmer City Hall or the WWTP. Review meeting will last up to four (4) hours plus travel time.
- Up to 100 sheets of design drawings will be prepared for the Phase 1 Improvements. The final drawing list is expected to be as summarized below:

Discipline	Number of sheets
General	8
Civil	10
Architectural	1
Structural	20
Process Mechanical	25
Electrical	20
I&C	16
Total	100

- No new drawings or specification sections are expected following this submittal.
- Final opinion of probable construction cost will be for continued cost baseline monitoring. Consultant will attempt to provide a range of accuracy based upon AACE International Recommended Practice No. 17R-97, Class 1, 70 to 100 percent project definition,+10% to -5% Range of Accuracy).
- No document modifications will result from Alaska DEC plan review of the final submittal. Consultant’s schedule does not include review time for ADEC and assumes Bid Period Services can be performed prior to ADEC issuance of the Certificate to Construct (CTC). If it is decided

that Bid Period Services can not begin until the CTC has been issued, this will result in Consultant schedule adjusting accordingly.

Deliverables

- Draft final Project Manual [electronic file in .pdf format transmitted via e-mail or file transfer protocol (FTP) website].
- Final Project Manual [electronic file in .pdf format transmitted via e-mail or file transfer protocol (FTP) website, two full-sized (22x34) hard copies and three half-sized (11x17) hard copies].
- Final Project Manual and Checklists submitted to Alaska DEC [electronic file in .pdf format transmitted via e-mail].
- Final opinion of probable construction cost (electronic copy in .pdf format transmitted via e-mail).
- Review meeting agenda (up to five (5) hard copies) and notes (electronic copy in .pdf format transmitted via e-mail).

Task 6 – Bid Period Services

Objective

Assist City with bidding the project for the WWTP Phase 1 Improvements (as identified in the Introduction).

Approach

- Prepare a pre-bid conference meeting agenda and conduct a pre-bid conference at the project site.
- Document pre-bid conference attendees.
- Document questions raised and answers provided during the pre-bid conference.
- Issue minutes of the pre-bid conference and the list of attendees as part of an addendum.
- Issue up to three (3) addenda.
- Consult with City's legal representative before making any recommendations of award that may involve waiver of formalities or irregularities in the bid.
- Prepare engineer's recommendation of award based on bidder responsiveness, bid amount and the pre-qualification evaluation in Task 4.

City Involvement

- Advertise project using City's established procedure.
- Answer legal questions during Pre-Bid meeting and advertisement period.
- Distribute bid packages and log an official Plan Holders List.
- During the advertisement phase, coordinate all correspondence regarding the project to ensure response consistency.
- Send a complete copy of each addendum to all official plan holders of record.
- Open bids at the place and time advertised.
- Verify Contractor's financial resources, experience, safety record, technical skills, ability to comply with the schedule, and past performance record.

- Verify bid bond amount and bonding company ratings and certifications.
- Contact contractor surety and bank reference.

Assumptions

- Up to two (2) Consultant staff members will attend the pre-bid conference.
- Consultant will avoid providing interpretation or clarifications of documents during the Pre-Bid Conference. Instead these will be issued in an addendum if determined necessary to respond to prospective bidder questions.
- Conformed documents will not be prepared.
- Engineering services during construction will be provided under a separate task order.

Deliverables

- Pre-bid conference agenda (up to ten (10) hard copies) and notes (electronic copy in .pdf format transmitted via e-mail).
- Addenda (electronic copy in .pdf format transmitted via e-mail).
- Engineer's recommendation of award (electronic copy in .pdf format transmitted via e-mail).

Task 8 – Project Management

Objective

This subtask includes the management activities required to ensure the project is completed on time and within budget. These activities include submittal of status reports and invoices on a monthly basis, coordinating subconsultants, scheduling staff, coordinating the quality assurance effort, participation in project meetings, and preparation of contract amendments

Approach

- Prepare Project Management Plan that includes project objectives and priorities; role of the City and Consultant throughout the project; contract work plan, including scope, schedule, budget, resource assignments, and coordination requirements; quality assurance and quality control plan; reporting requirements; and administrative procedures, such as invoicing and communication protocol. The plan will be distributed to consulting team members and City personnel.
- As often as up to once per week, conduct one hour conference calls with City's project manager to review project status and action items.
- Monitor project progress including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion.
- Prepare and submit monthly narrative report and invoice for the duration of the project.
- Institute and maintain a QA/QC program for the work performed on this project. To ensure objectivity, senior technical staff not specifically involved in the project will assist with the internal QA/QC review prior to submitting all deliverables to Palmer.
- Maintain detailed project schedule.

City Involvement

- Participate in conference calls as described in approach above.
- Review narrative report amendments and approve invoices.

- Review and approve modifications to approach, schedule, and deliverables as appropriate.

Assumptions

- Project duration (design and bidding) will be up to 10 months from the Notice to Proceed (NTP) as detailed in the Schedule.
- Quality control reviews of work activities and project deliverables are included in each task.
- Budget may be transferred between tasks and from sub-consultant to Consultant without an amendment to the Agreement, unless such transfers also require a change in total fee.
- Consultant will proportionately adjust loaded labor rates to actual salary and wage increases for individuals.
- Invoice and progress report format will follow Consultant standard format.
- Direct expenses for travel, subsistence, printing, photocopying, and telephone conferences for all tasks will be billed to City.

Deliverables

- Project Management Plan update (electronic file in .pdf format transmitted via e-mail).
- Agenda and meeting notes for meetings (electronic file in .pdf format transmitted via e-mail).
- Monthly progress narrative and monthly invoices (electronic file in .pdf format transmitted via e-mail).

ADDITIONAL SERVICES

HDR shall provide other services in response to a written request for services from the City of Palmer Project Manager. HDR is not authorized to complete work on any additional service task without authorization from Palmer. If the Owner determines that additional task items will be required, HDR shall provide a scope and fee proposal to Palmer to complete the requested work. These services may include but are not limited to:

Task 9 – Construction Administration and Inspection (CA)

Construction Administration and Inspection (CA) is not included in this fee estimate. The CA scope, level of effort, and fee will be determined when the design is complete and can be added as a contract amendment.

Task 10 – Public Involvement

At the request of the Owner, HDR can provide Public Involvement services for this project. Public Involvement is defined as the total effort, both informal and formal, made by HDR and Palmer to keep the public and agencies informed about the project, to establish reasonable alternatives, and to consider and address public and agency concerns. Public Involvement activities may include:

- Develop a public involvement plan (PIP) detailing the HDR and Palmer’s public involvement duties. The PIP will describe the different stakeholder outreach strategies to keep the public informed.
- Plan and host citizen advisory group meetings

- Plan, advertise, and host public open houses, including meeting materials, logistics, and meeting notifications (newspaper advertising, online notices, e-newsletter notices)
- Develop and distribute electronic newsletters
- Maintain project website
- Develop informational materials, such as project fact sheet and Frequently Asked Questions
- Maintain and Finalize Comment Tracking
- Provide support for small group meetings
- Make presentations at Palmer City Council meetings (or as separate public meetings if preferred) to show the contents and recommendations of the plan

Additional Services may also include:

- Assistance in Identifying and Applying for Financing Options
- Additional Meetings with Regulatory/Permitting Agencies; Financing Agencies

SCHEDULE

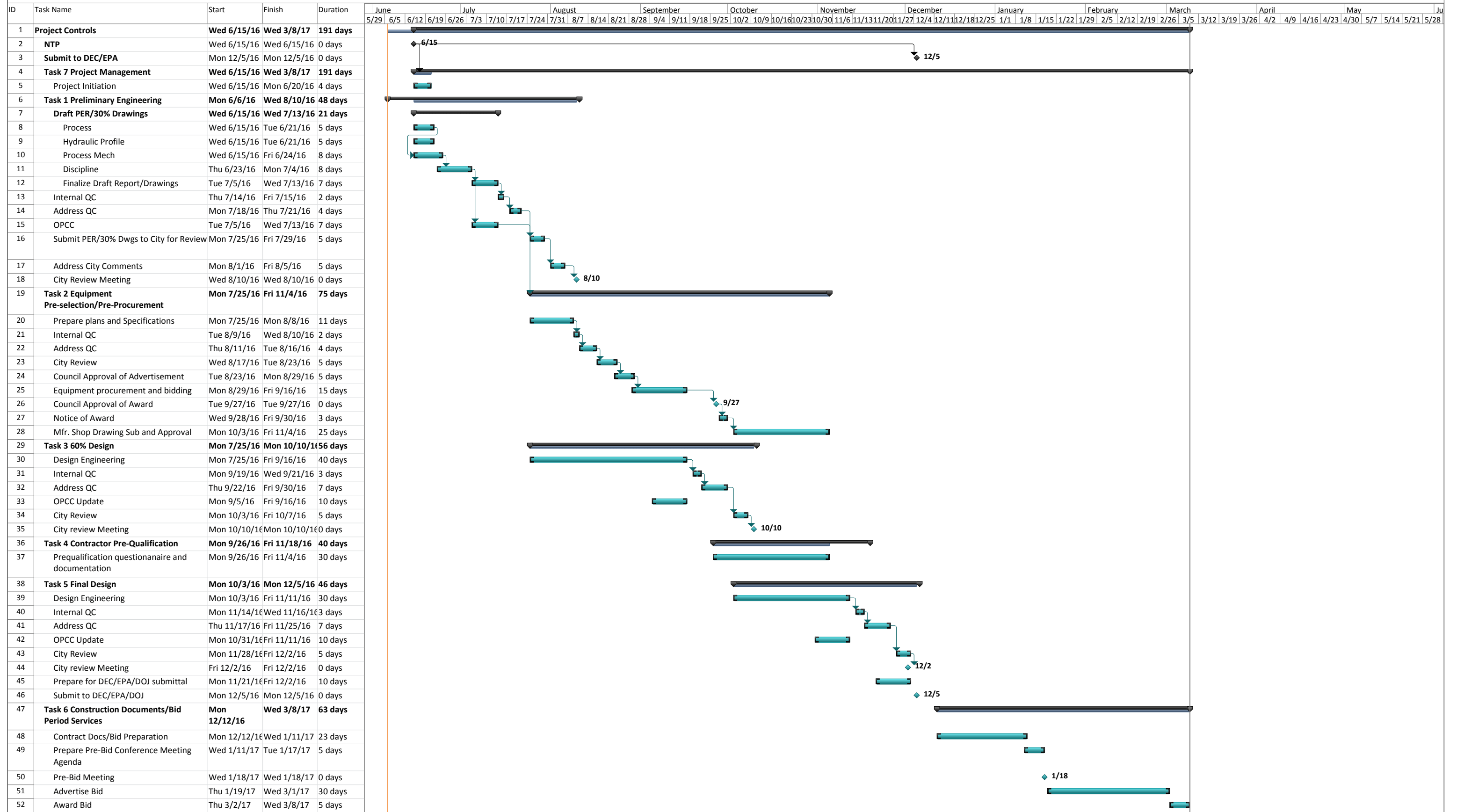
The anticipated project schedule is included as Attachment 1 and assumes the Notice to Proceed (NTP) will be issued on June 15, 2016. If the NTP changes or city involvement delays activities identified in this scope, the schedule will be moved by an equal number of days.

COMPENSATION

Consultant's total compensation for services provided pursuant to this agreement, including labor and overhead costs and expenses, and sub-consultant compensation shall not exceed \$842,107 without written authorization by the City. Fee estimate spreadsheet is included as Attachment 2.

Consultant shall invoice City monthly for Consultant's services. Invoices shall itemize costs incurred for each task identified in the scope of work.

Attachment 1 - Palmer WWTP Preliminary Design Schedule



Project: Palmer Design Schedule 6 Date: Mon 6/6/16	Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Progress
	Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline	Milestone
	Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress	Milestone

Role Name Rate	HDR Labor																Subconsultant Labor					Other Costs		Total Costs	Total Services									
	QA/QC	PM/Eng	Eng Sanitary Sr	Eng Sanitary Sr-2	Eng Sanitary-2	EIT Sanitary-2	EIT Sanitary-3	Eng Civil - Sr	Eng Civil - Sr	Eng I&C	Eng I&C	CADD Technician General 1	CADD Technician General 2	CADD Technician I&C 1	Operations Specialist	Tech Edit	Admin	HDR Labor	Geotechnical	Survey/Struct/Elec	Cost Estimating	Constructability QA/QC	Elec/I&C QA/QC			Travel Expenses	Repro/ Misc Expenses							
	J. Koch	R. Moyers	J. Wodrich	D. Harmon	M. Kaal	W. Wehner	Moyness	Marcum	Russo	Best	Fancher	Sjoberg	Kuhns	Bower	Easley-Appleyard	Mustafina		Shannon & Wilson	CRW	ACMI	North Bay	Rinehart												
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**City of Palmer
Action Memorandum No. 16-048**

Subject: Authorize the City Manager to Negotiate and Execute a Contract with the Lowest Responsive Bidder for the Construction of the Sherrod Area Water and Street Improvement, Phase 4, Project in an Amount Not to Exceed \$1,750,000.

Agenda of: June 28, 2016

Council Action: _____

Originator Information:

Originator: Tom Healy, Public Works Director
Date: June 9, 2016 **Requested agenda date:** June 28, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>x</u>	Finance	<u>Amia David</u>	<u>6/9/16</u>
_____	Public Safety	_____	_____
<u>x</u>	Public Works	<u>Tom Healy</u>	<u>6/9/16</u>

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u>Tom Healy</u>	Acting City Manager
City Attorney	<u>[Signature]</u>	_____
City Clerk	<u>Norma L. Alley</u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ 1,750,000

This legislation (√):

Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Negative impact in the amount of: \$ 1,750,000

Funds are (√):

Budgeted Line item(s): 24-20-08-6225 (ADEC Grant No. 67118)
24-02-08-6225 (City Match – ADEC Loan 671251)
 Not budgeted Affected line item(s): _____

General fund assigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: Amia David

Attachment(s):

- Invitation to Bid

Summary statement: On June 1, 2016, the City issued a request for bids for the construction of the Sherrod Area Water and Street Improvements Phase 4 project. Bids are due at 2:00 p.m. June 23, 2016.

This project will replace old water mains on East and West Beaver Ave. and N. Chugach St. under the Base Bid. An additive alternate, to be awarded if there is sufficient funding, will replace old water main on North Bailey St. between Beaver Ave. and Caribou Ave. The sources of funding for this project are a State grant and a City match of loan funds.

Approval of this action memorandum will authorize the city manager to negotiate and enter into a contract with the responsive low bidder in an amount not to exceed \$1,750,000.*

(*This amount will be amended at the June 28 meeting with the actual bid amount.)

Administration recommendation: Approve Action Memorandum No. 16-048.

CITY OF PALMER

Invitation to Bid

Sherrod Area Water and Street Improvements, Phase 4

Description of Work: This project includes the construction of approximately 2,600 LF of water system improvements and street improvements including gravel surfacing and limited curb, gutter, sidewalk, paving, and other related work as more fully described in the Contract Documents. Estimated base bid cost is between \$1.25M and \$1.5M.

Sealed bids, in single copy, for furnishing all labor, equipment and materials and performing all work for the above project are hereby invited. Bids will be opened publicly and read at Palmer City Hall, 231 W. Evergreen Avenue, Palmer, Alaska on **June 23, 2016 at 2:00pm**.

A pre-bid meeting will be held at the above address on **June 8, 2016 at 10:00am** with a site visit to follow.

This is a bonded, public works project. Contractors are required to be licensed by the City and State and shall comply with Title 36 and Davis-Bacon wage rates. A bid bond is required with each bid in the amount of 10% of the bid. Successful bidder will be required to provide a performance bond and a labor and material payment bond each in the amount equal to 100% of the contract price. This project is subject to American Iron and Steel and MBE/WBE requirements.

Contract Documents will be available starting **June 1, 2016** in electronic format only. Documents may be downloaded at www.cityofpalmer.org or a CD may be picked up from Palmer Public Works at 1316 S. Bonanza Street, Palmer. There is no fee for Contract Documents.

For additional info, contact the Palmer Public Works office at (907) 745-3400.

The City reserves the right to reject any or all bids and to waive irregularities or informalities in any of the bids when in its best interest.

Nathan Wallace
City Manager

**City of Palmer
Action Memorandum No. 16-049**

Subject: Authorize the City Manager to Purchase Insurance Coverage for the Period July 1, 2016 through June 30, 2017, per the Premium Quote submitted by the City's Insurance Broker, Alaska USA Insurance Brokers with Two Additional Renewal Years

Agenda of: June 28, 2016

Council Action: _____

Originator Information:

Originator: Alice M Williams HR/Risk Manager
Date: June 8, 2016 **Requested agenda date:** June 28, 2016

Department Information \checkmark :

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>Amia David</i></u>	<u>June 9, 2016</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>W Healy</i></u>	<u>Acting Manager</u>
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norma L. Almy</i></u>	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

This legislation (\checkmark):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ 275,492.88

Funds are (\checkmark):

- Budgeted Line item(s): Various Accounts
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *Amia David*

Premium Summary
PREMIUM SUMMARY

COVERAGE	EXPIRING 2015-2016	PROPOSED 2016-2017	3 YEAR AGREEMENT
Property including Earthquake & Flood	\$40,841.28	\$69,222.75*	\$65,761.61*
Crime	Included in above	Included in above	Included in above
General Liability	\$39,953.68	\$38,639.41	\$36,707.44
Police Professional Liability	Included in GL	Included in GL	Included in GL
Auto Liability and Physical Damage	\$57,662.46	\$63,997.97**	\$60,798.09**
Workers' Compensation	\$94,728.46	\$105,215.79***	\$99,955.00***
APEI PKG TOTAL DUE AT BINDING	\$233,185.88	\$277,075.92	\$263,222.14
Credit to be issued AFTER the premium is paid in full	-\$12,070.39	-\$15,907.04	-\$15,907.04
APEI PKG TOTAL	\$221,115.49	\$261,168.88	\$247,315.10
Airport Owners/Operators Liability	\$7,700.00	\$7,854.00****	\$7,854.00****
Inland Marine	\$6,470	\$6,470	\$6,470
GRAND TOTAL	\$235,285.49	\$275,492.88	\$261,639.10

* Increase in Property premium is due to substantial increase in values insured. Expiring Policy had \$24Mil in building coverage and \$896k in contents, New term has \$39Mil in building coverage and \$12mil in Contents.

**Increase in Auto premium is mostly due to the increase in values used for Physical Damage coverage on newer autos

***Increase in Work Comp premium is due to combination of some rate increases and an increase to the Experience Modification Factor.

****Airport Premises – if terrorism and war coverage is requested add \$981 to above premium. Also, Airport Owners /Operators Premium is 25% Minimum Earned Premium No Flat Cancellations

Inland Marine Policy doesn't include terrorism, if elected add \$194 to above quote, when policy is received there will be a terrorism rejection form to sign and return and credit will be allowed.

Attachment(s):

- Alaska USA Insurance Brokers Commercial Insurance Proposal
- APEI Agreement to Remain in APEI Program

Summary statement: Alaska USA Insurance Company is the City's current Insurance Carrier. They presented the attached proposal to continue as the City's Insurance Carrier for the year beginning July 1, 2016.

Alaska Public Entity Insurance (APEI) has presented the attached Agreement to Remain in APEI Program. The agreement states the City will remain a member of APEI for at least three years, which would conclude on June 30, 2019. APEI agrees to provide the City with a 5% discount on the member's contribution in return.

The insurance coverage includes property (including earthquakes and fire); crime; general liability; police professional liability; auto liability and physical damage; and worker's compensation.

The proposal from the Alaska Public Entity Insurance (APEI) has an annual premium of \$277,075.92. Upon receipt of premium payment, APEI will issue a Member Dividend Check to the City in the amount of \$15,907.04, resulting in a net premium of \$275,492.88.

The last contract was for \$235,285.49. This contract is for \$275,492.88, which is an increase of \$40,207.39.

The City has had insurance coverage with excellent service through APEI since 2008.

Administration recommendation: Authorize Action Memorandum 16-049.

CITY OF PALMER



Commercial Insurance Proposal

Presented By

ALASKA USA INSURANCE BROKERS

**Jan Martinson, CMIP
Senior Account Executive**

**Margery A. Moberly, CISR, CIC
Senior Account Manager**

July 1, 2016 to July 1, 2017

YOUR ALASKA USA INSURANCE BROKERS SERVICE TEAM

**Phone (907) 561-1250
In Alaska (800) 478-1251
Fax (907) 561-4315**

SENIOR ACCOUNT EXECUTIVE

Jan Martinson, CMIP

Jan aggressively represents your firm in the insurance marketplace and intends to thoroughly acquaint you with coverage proposals and placements. She is responsible to make sure your account is handled to your satisfaction.

CUSTOMER SERVICE REPRESENTATIVE

Margery A. Moberly, CISR, CIC
Senior Account Manager

Margery is qualified to help you with service needs, questions, changes in coverage, or problems you may have with your policies. Her goal is your satisfaction.

CLAIMS

Jan or Margery can be called when you have an insurance claim. We can help you with every step of the claim process, from the initial report to staying in contact with the insurance company to make sure your claim is handled in a manner that meets our high standards.

ACCOUNTING

Margery A. Moberly, CISR, CIC
Senior Account Manager

CLIENT INFORMATION SHEET

Account Name: City of Palmer
Mailing Address: 231 W. Evergreen Avenue
Palmer, AK 99645

Phone Number: (907) 745-3271
Fax Number: (907) 745-0930

Individuals to Contact

Nathan Wallace, City Manager	907-761-1317
Alice Williams, IIR Risk Manager	907-761-1302
Esther Greene, Director of Finance	907-761-1303
Frank Kelly, Airport Superintendent	907-761-1334

Alaska USA Insurance Brokers provides this Insurance Proposal as a working document for easy reference concerning insurance coverage, not as a legal contract. The Insurance Proposal is provided to facilitate your understanding of your insurance program. Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss.

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operations, hiring employees in new states, buying additional property, etc., please let us know so proper coverage can be discussed.

NAMED INSUREDS

City of Palmer

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PREMIUM SUMMARY

COVERAGE	EXPIRING 2015-2016	PROPOSED 2016-2017	3 YEAR AGREEMENT
Property including Earthquake & Flood	\$40,841.28	\$69,222.75*	\$65,761.61*
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General Liability	\$39,953.68	\$38,639.41	\$36,707.44
Police Professional Liability	Included in GI	Included in GI	Included in GI
Auto Liability and Physical Damage	\$57,662.46	\$63,997.97**	\$60,798.09**
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APEI PKG TOTAL DUE AT BINDING	\$233,185.88	\$277,075.92	\$263,222.14
Credit to be issued AFTER the premium is paid in full	-\$12,070.39	-\$15,907.04	-\$15,907.04
APEI PKG TOTAL	\$221,115.49	\$261,168.88	\$247,315.10
Airport Owners Operators Liability	\$7,700.00	\$7,854.00****	\$7,854.00****
Inland Marine	\$6,470	\$6,470	\$6,470
GRAND TOTAL	\$235,285.49	\$275,492.88	\$261,639.10

* Increase in Property premium is due to substantial increase in values insured. Expiring Policy had \$24Mil in building coverage and \$896k in contents. New term has \$39Mil in building coverage and \$12mil in Contents.

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***Increase in Work Comp premium is due to combination of some rate increases and an increase to the Experience Modification Factor.

****Airport Premises if terrorism and war coverage is requested add \$981 to above premium. Also, Airport Owners Operators Premium is 25% Minimum Earned Premium No Flat Cancellations

Inland Marine Policy doesn't include terrorism. if elected add \$194 to above quote. when policy is received there will be a terrorism rejection form to sign and return and credit will be allowed.

PREMIUM CREDITS

PREMIUM CREDITS: Applied to 2016 – 2017

GI: LC and safety meetings	\$4,293.27
WC: LC Training & Safety meetings	\$18,567.49
Property: Site Inspections	included in Fire Dept credits
Fire Department	\$1,292.19
Sprinklered bldgs	\$5,291.54
<u>Dividend Credit Given</u>	<u>\$ 15,907.04</u>
Total	\$45,351.53

PREMIUM CREDITS: Applied to 2015 – 2016

GI: LC and safety meetings	\$ 4,439.30
WC: LC Training & Safety meetings	\$ 4,985.71
Property: Site Inspections	included in Fire Dept credits
Fire Department	\$ 753.08
Sprinklered bldgs	\$ 2,790.16
<u>Dividend Credit Given</u>	<u>\$ 12,070.39</u>
Total	\$25,038.63**

**Please note that the dollar amount of the credits for 2015-2016 is lower than previous years, due to the overall lower premium for the policies this year.

PREMIUM CREDITS: Applied to 2014 – 2015

GI: LC and safety meetings	\$ 5,075.31
WC: LC Training & Safety meetings	\$19,179.35
Property: Site Inspections	\$ 383.93
Fire Department	\$ 762.92
Sprinklered bldgs	\$ 2,702.92
<u>Dividend Credit Given</u>	<u>\$ 10,953.36</u>
Total	\$39,057.79

PREMIUM SUMMARY-LAST 4 YEARS

COVERAGE	EXPIRED 2013-2014	EXPIRED 2014-2015	EXPIRING 2015-2016	PROPOSED 2016-2017
Property W/ Earthquake & Flood	\$49,946.94	\$43,889.03	\$40,841.28	\$69,222.75
Crime	Included in above	Included in above	Included in above	Included in above
General Liability Police Professional Liability	\$51,679.99	\$41,429.78	\$39,953.68	\$38,639.41
Auto Policy including Physical Damage	Included in GI.	Included in GI.	Included in GI.	Included in GI.
Workers' Compensation	\$54,696.53	\$54,383.82	\$57,662.46	\$63,997.97
	\$114,702.60	\$108,682.97	\$94,728.46	\$105,215.79
APEI PKG SUB-TOTAL	\$271,025.84	\$248,385.60	\$233,185.88	\$277,075.92
Dividend APEI	-\$10,656.48	\$10,953.36	-\$12,070.39	-\$15,907.04
APEI PKG TOTAL	\$260,369.36	\$237,432.24	\$221,115.49	\$261,168.88
Airport Owners Operators Liability	\$7,700.00	\$7,700.00	\$7,700.00**	\$7,854.00**
Inland Marine	\$5,758.00	\$6,046.00	\$6,470.00**	\$6,470.00**
GRAND TOTAL	\$273,827.36	\$251,178.24	\$235,285.49	\$275,492.88

HISTORICAL MARKETING SUMMARY

Market and Line	Response
Chartis, ALL LINES	Will not entertain the risk, they are one of the carriers for APEI
AML, ALL LINES	Declined to quote due to expiring premiums cant be beat and loss history is unacceptable
Alaska National Insurance Co., Work Comp and Auto	Declined, cannot compete with coverage or pricing from APEI
Chubb Insurance Co, ALL LINES	Declined, not a market for municipalities
Liberty Mutual Insurance Co., Work Comp	Declined, not writing standalone work comp over \$50,000 at this time
Sullivan & Associates, Property	Cannot compete with coverage or pricing offered by APEI
Worldwide Facilities, General & Auto Liability, Work Comp , Pollution and EPLI	Declined, can't meet required \$15Mil limit at the current premium; WC for Firefighters, \$1mil SIR for Presumptive Claims

PROPERTY INSURANCE

Insurance Carrier:	Alaska Public Entity Insurance
Policy Period:	July 1, 2016 to July 1, 2017
Coverage:	All Risk for direct physical damage including boiler & machinery, earthquake and flood, subject to standard policy terms, conditions, and exclusions.
Property:	\$200,000,000 Program Limit Shared by all participants
Earthquake:	\$75,000,000 Program Limit Shared by all participants
Flood:	\$75,000,000 Program Limit Shared by all participants
Equipment Breakdown:	\$200,000,000 Program Limit Shared by all participants
Location, Limits & Property Covered:	See Attached Schedules for limits
Coinsurance:	None
Inland Marine Coverage:	Grader at the airport. 2006 Cat, valued at \$247,010, \$5,000 ded
Recovery Basis:	Replacement Cost on Property buildings, contents, Electronic Data Processing equipment.
Deductible:	\$10,000 Per Occurrence Building and B&M \$5,000 Contents, EDP, Fine Arts
Deductible:	Earthquake & Flood \$10,000 Each
Safety Premium Credit:	Fire Dept Credit/ Property Site Inspections: \$ 1,292.19 Sprinklers: \$5,291.54

Note: Contents value includes fine arts, edp/media and leased equipment

CITY OF PALMER PROPERTY SCHEDULE

LOC#	ADDRESS	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
1	Tourist Center Restrooms	723 S. Valley Way	250,000	0	0	250,000
2/1	Lift Station 1	South Gulkana Street	80,000	76,000	0	156,000
2/2	Lift Station 2	South Chugach Street	100,000	89,000	0	189,000
2/3	Lift Station 3	South Chugach Street	405,700	0	0	405,700
2/4	Lift Station 4	Woodruff Loop SWX	60,000	130,000	0	190,000
2/5	Lift Station 5	Mile 35 Glenn Hwy SWX	60,000	130,000	0	190,000
3	A-Moose-met Park	West Fern Ave.	100,000	0	0	100,000
4	Lift Station 6	Inner Springer Loop SWX	60,000	110,000	0	170,000
5	Airport Energy Module Building	901 Access Road A	60,000	80,000	0	140,000
6	Little league baseball complex	North Gulkana Street	0	0	130,000	130,000
7	Pressure Reducing Station 1	North Alaska Street	20,000	12,000	0	32,000
8	Pressure Reducing Station 2	North Gulkana Street	20,000	12,000	0	32,000
9	Soccer Field Bathroom Building	North Gulkana Street	100,000	0	0	100,000
10	Sewer Lagoon Equipment Storage	1802 S. Brooks	118,500	46,300	0	164,800
11	Farmers Market Pavilion	South Valley Way	50,000	0	0	50,000

LOC#	ADDRESS	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
12	Community Center Depot 250,000 Gal. Water Storage Tank	610 S. Valley Way Cedar Hills Subdivision	1,405,800 0	118,500 0	0 15,000	1,524,300 15,000
13	1,000,000 Gal. Water Storage Tank	E. Scott Road	0	0	1,637,800	1,637,800
14	Airport Office FAA Building	901 Access Road A	1,000,900	238,400	0	1,239,300
15	Booster Pump Station	Cedar Hills Drive	20,000	100,000	0	120,000
16	Community Development	645 E. Cope Industrial Way	156,000	106,804	0	262,804
17	City Hall	231 Evergreen	2,536,000	442,600	0	2,978,600
18	City Vehicle Maint PPD Car Wash	1316 Bonanza	90,440	5,000	0	95,440
19	Equipment Storage (Airport)	800 E. Evergreen	347,900	302,200	0	650,100
20	Cold Storage Bldg	Muni Golf Course	140,400	138,000	0	278,400
21	Restrooms	645 E. Cope Industrial Way	50,762	10,000	0	60,762
22	Sewer Lagoon / Lab / Blower Bldg	1802 S. Brooks	519,200	307,800	0	827,000
23/1	Sewer Lagoon Headworks	1802 S. Brooks	1,436,700	0	0	1,436,700
23/2	Sewer Lagoon Main Blower Bldg	1802 S. Brooks	490,000	55,400	0	545,400
23/3	Sewer Lagoon UV Bldg	1802 S. Brooks	1,124,300	0	0	1,124,300
23/4	Tourist Center/Museum	723 S. Valley Way 645 E. Cope Industrial Way	387,421 299,820	227,500 10,000	0 0	614,921 309,820
24	Equipment Storage	1316 Bonanza 950 Cope Industrial	180,000 180,000	157,782 400,000	0 0	337,782 580,000
25	Public Works Office					
26	Well House #4 & 5					

LOC#	BLDG# ADDRESS	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
28	MTA Events Center	1317 Kerry Weiland Way	10,914,400	683,600	0	11,598,000
29	Fire Hall Station 31	717 S. Cobb	1,669,500	137,600	0	1,807,100
30/1	Fire Maintenance Bldg	645 E. Cope Industrial Way	1,301,000	270,700	0	1,571,700
30/2	Fire Training Classroom	645 E. Cope Industrial Way	260,000	200,000	0	460,000
30/3	Fire Training Tower	645 E. Cope Industrial Way	130,701	2,000	0	132,701
31	Golf Clubhouse	Muni Golf Course	770,300	79,900	0	850,200
32	Reservoir Bldg	12050 E. Scott	0	0	557,900	557,900
33	250,000 Gal. Tank Library	655 S. Valley Way	4,117,200	1,637,800	0	5,755,000
34	Pump house Bldg	12050 E. Scott	75,000	250,000	0	325,000
35/1	Public Safety Bld 1PPD	423 S. Valley Way	2,476,900	459,400	0	2,936,300
35/2	Public Safety Bldg 2 AST/ DISP	453 S. Valley Way	2,712,700	503,100	0	3,215,800
35/3	Public Safety Comm. Shelter	423 S. Valley Way	150,000	1,500,000	0	1,650,000
36	Public Works Equipment Building	1432 S Bonanza Street	401,455	1,000,000	0	1,401,455
37/1	Public Works Equipment Building	1316 Bonanza	399,750	700,000	0	1,099,750
37/2	Public Works Mech / Shop	1316 Bonanza	1,606,800	554,300	0	2,161,100
38	Golf Course Storage	Muni Golf Course	91,853	0	0	9,853
39	Church Property	2390 S. Glenn Hwy	175,000	0	0	175,000
40	Public Works Meter Building	1432 S Bonanza Street	29,000	75,000	0	104,000
41	Bugge Park	220 S. Cobb Street	0	0	12,000	12,000
42	Hagen Park	201 E. Dolphin Avenue	0	0	3,500	3,500
43	McKechnie Park	643 W. Daron Drive	0	0	19,000	19,000
44	Meier Park	325 S. Silver Tip Drive	0	0	3,500	3,500

LOC#	BLDG# ADDRESS	DESCRIPTION	BLDG VALUES	CONTENTS VALUES	OTHER STRUCTURES	TOTAL
45	Palmer Skateboard Park	231 E. Arctic Avenue	0	0	60,000	60,000
46	Wilson Park	1115 S. Felicia Street	0	0	47,000	47,000
47	50 Kw Diesel Generator	Palmer	0	0	77,100	77,100
48/1	Aeration Pond #1	Palmer	0	0	2,747,000	2,747,000
48/2	Aeration Pond #2	Palmer	0	0	2,747,000	2,747,000
48/3	Aeration Pond #3	Palmer	0	0	4,186,800	4,186,800
49	Storage Building #1	Palmer	7,450	2,800	0	10,250
50	50 Kw Diesel Generator	Palmer	0	0	77,100	77,100
51	Storage Building	Palmer	7,700	1,300	0	9,000

	BUILDING	CONTENTS	OTHER STRUCTURES	INLAND MARINE COVERAGE	TOTAL INSURED VALUES
TOTALS 2016-2017	\$39,146,552	\$11,362,786	\$12,320,700	\$247,010	\$63,077,048
TOTALS 2015-2016	\$24,703,684	\$13,881,940	\$896,218	\$247,010	\$39,728,852
TOTALS 2014-2015	\$24,703,684	\$13,881,940	\$751,218	0	\$39,336,842

**INLAND MARINE
RADIO AND LAPTOPS**

Insurance Carrier: Allianz Global Corporate and Specialty

Policy Period: July 1, 2016 to July 1, 2017

Coverage: Provides Direct Physical Loss or Damage coverage for scheduled equipment, subject to policy terms, conditions, and exclusions.

Deductible: \$1,000

Coinsurance: 90%

Recovery Basis: Actual Cash Value

Item Description	Location	Total	Rate
Radios/Laptops	Police and in Vehicles	\$362,600	1.178
Radios	Public Works and in Vehicles	\$186,600	1.178

Previous policy had a limit of \$549,200.

Historically this policy has covered radio and guns only

CRIME

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2016 to July 1, 2017

Location: City of Palmer

<u>COVERAGE</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>
<u>PUBLIC EMPLOYEE DISHONESTY</u> Payment for loss sustained by the insured caused by a dishonest act by an employee.	\$250,000	\$2,500
<u>FAITHFUL PERFORMANCE</u> Responds to losses arising out of the failure of an individual to faithfully execute duties required by company bylaws or those prescribed by law as in the case of a public official or employee. Although this coverage may be required occasionally in the private sector, the majority of the time it is written for public entities. (IRMI)	\$250,000	\$2,500
<u>FORGERY AND ALTERATION</u> Covers loss due to dishonesty in writing, signing, or altering checks or other financial instruments.	\$250,000	\$2,500
<u>THEFT, DISAPPEARANCE AND DESTRUCTION</u>	\$250,000	\$2,500
<u>MONEY ORDERS & COUNTERFEIT PAPER</u> Covers loss due to acceptance of money order that was issued (or is purported to have been issued) by a post office or express company and loss due to acceptance of counterfeit paper currency of the United States or Canada.	\$250,000	\$2,500
<u>COMPUTER FRAUD</u> Crime coverage for theft of money, securities, or property by using a computer to transfer covered property from the insured's premises or bank to another person or place. No coverage is provided for theft of information or for computer vandalism.	\$250,000	\$2,500

GENERAL LIABILITY

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2016 to July 1, 2017

Coverage: The insurance company agrees to pay those sums that you are legally obligated to pay as damages because of "bodily injury" and "property damage" to which the insurance applies, subject to policy terms conditions and exclusions.

**Occurrence Limit:
No Aggregate**

General Liability Per Occurrence	\$15,500,000
Employee Benefits Liability	\$15,500,000
Employment Practices Liability	\$15,500,000
Sewer Backup	\$15,500,000
Law Enforcement Liability	\$15,500,000
Volunteer Medical Coverage	\$ 50,000
No deductible	

**Occurrence
And Aggregate:**

Public Officials Liability Occur/Aggregate	\$15,500,000
Products/Completed Operations	\$15,500,000
No deductible	

Deductible:

Employment Practices Liability	\$ 10,000
Sewer backup	\$ 10,000
Law Enforcement Liability	\$ 10,000

**Broadening
Endorsements:**

Cyber Liability Coverage	\$2,000,000	\$2500 deductible
Host Liquor Liability		Included

**Premium Basis:
(per \$100 Payroll)**

Payroll 2016-2017	\$4,647,685	Rate \$0.8313
Payroll 2015-2016	\$4,408,688	Rate \$0.9062
Payroll 2014-2015	\$4,635,521	Rate \$0.8937
Payroll 2013-2014	\$4,651,772	Rate \$1.1109

Audit Frequency: Annual

Form: GL is Occurrence Triggered by Date of Occurrence
Professional is Claims Made Triggered by Claim Presented

GENERAL LIABILITY Loss Control training/safety meetings credit: \$4,293.27

AUTOMOBILE

Insurance Carrier:	Alaska Public Entity Insurance
Policy Period:	July 1, 2016 to July 1, 2017
Coverage:	The insurance company will pay all sums an "insured" legally must pay for damages as a result of "bodily injury" or "property damage" to which the insurancee applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered auto
Liability Limits:	\$15,500,000 Per Occurrence
Medical Payments:	included in limit above
Physical Damage:	Actual Cash Value, Deductible - \$1,000
Uninsured / Underinsured Liability:	\$250,000 Liability, Per Occurrence, Zero Deductible
Uninsured/Underinsured Physical Damage:	\$ 25,000 Physical Damage, \$250 Deductible
Covered Autos:	See Attached Schedule Non-Owned & Hired Auto Liability
Recovery Basis:	* Actual Cash Value
2016-2017 Units	78
2014-2015 Units	80
2013-2014 Units	80

Premium Credit is reflected on the GI / Property data

AUTOMOBILE SCHEDULE

Location	Model Year	Make	Body Type	Original Cost	VIN	C/C Coverage Deductibles
FD	1974	Seagraves	Fire Truck		D73313	
PW	1977	Ford	Flat bed Fuel Truck		F37BRY4S183-HG-74	
PW	1980	Western Star	8cy Dump Truck		LONFPGJ9H3927	
PW	1980	White	Sand Truck		LONFPGJ9H4494	
SWR	1982	Ford	Vactor		1FDYR80U7VA48222	
PW	1983	Ford	Dump Truck		1FDYU80LXDVAI63H2	
PW	1983	International	Steam Truck		1HTAA17B9DHB13828	
FD	1984	Spartan	Ladder Truck	550,000	S39RT6C08HC6643672	1,000-1,000
PW	1986	Ford	F800 Truck		1FDYK8710GVVA34338	
FD	1987	Spartan	Fire Truck	250,000	1S9AT6ADNHC185172	1,000-1,000
FD	1987	Ford	1-Ton Fire Truck		2FTJW36L2HCBC03849	
FD	1989	Ford	F350		1FDKF38G6KKB51583	
PW	1991	Chevrolet	Pickup		1GCDCT14H8MZ206814	
FD	1991	Chevrolet	Plow Truck		1GBJK34JXNME179910	
PW	1994	Chevrolet	Flatbed		1GBHC34K1RE307124	
FD	1994	Freightlinr	FL70	150,000	1FV6HFAA2RL626582	1,000-1,000
FD	1994	Pierce	Pumper	200,000	4P1CT021NR4WH9560	1,000-1,000
PW	1994	Chev	2500 PU		1GBGK24K9RE305128	
GARB	1995	Ford	Garbage Truck		1FDZW8CE55VA17956	
PW	1996	Chevrolet	S10 Blazer		1GCDT14XGT8134216	
FD	1997	Ford	Expedition		1FMFU18LOVLC23210	
PW	1998	Chevrolet	S10		1GCDT14X9W8128737	
PW	1998	Chevrolet	S10		1GCDT14X9W8127855	
AP	1998	Ford	Contour	0	1FAFP66L9WK257185	
PD	2000	Dodge	Pickup		3B7HF13Z8YG148003	
PW	2000	Dodge	PU		1B7GG26NXY5759343	

Location	Model Year	Make	Body Type	Original Cost	VIN	C/C Coverage Deductibles
CD	2001	Chevrolet	Pickup		1GCEK19V31E311737	
PW	2001	Chevrolet	Truck		1GCEC14V91Z155250	
SWR	2001	Chevrolet	Truck		1GCEC14V21Z155302	
SWR	2001	Chevrolet	Truck		1GCEC14V21Z156207	
PD	2001	Dodge	Pickup		3B7KF23621G219008	
ADM	2001	Dodge	Durango		1P4HS28/21F597367	
PW	2002	Chevrolet	Silverado		1GCEC14T12Z309840	
FD	2002	Chevrolet	Silverado 2500		1GCHK29U42E228698	
PW	2002	Ford	Explorer		1FMAZ172E22CB04977	
PD	2003	Chev	Silverado		1GCHK23C03F169406	
PW	2004	Sterling-Elgin	Sweeper		49H.AADIBV54DN04722	
AP	2004	International	Dump Truck	134,385	1HTXELANT54JO18700	1,000/1,000
GARB	2004	Peterbilt	320 Garbage Truck	190,981	1NPZ1TXN84D715290	1,000/1,000
PW	2004	International	4300 Bucket Truck	43,779	1HTMMAAL94H653960	1,000/1,000
WTR	2005	Chevrolet	Pickup		1GCEC14T95Z193890	
PW	2005	Chevrolet	Pickup		1GCEC14T95Z193808	
PD	2005	Ford	Crown Victoria		2FAFP71W95X16640S	
PD	2005	Ford	Expedition		1FMPU16505LA79067	
FD	2005	Ford	Fire Truck	122,572	1FDAAW57P65BC56104	1,000/1,000
SWR	2005	International	TN-Vactor Truck	201,000	1HTWDAAR15J044644	1,000/1,000
PD	2006	Ford	Crown Victoria		2FAFP71W76X160230	
PW	2006	International	7400 SB-A 6X4	90,000	1HTWGAATN6J355073	1,000/1,000
PD	2007	Ford	F250	25,000	1FTSX21S2KA65813	1,000/1,000
			F450 Plow & Svc Truck			
SWR	2007	Ford	Truck	48,215	1FDXF47P37EA91748	1,000/1,000
FD	2007	Pierce	Fire Truck	307,910	4PCC01AX7A007528	1,000/1,000
PD	2007	Haulmark	Crime Scene Trailer	22,000	16HPB20227H156078	1,000/1,000
PW	2007	Peterbilt	Dump Truck	71,000	2NPLL29X37N1695220	1,000/1,000

Location	Model Year	Make	Body Type	Original Cost	VIN	C/C Coverage Deductibles
PD	2009	Ford	Crown Vic	22,000	2FAIP71V59X105445	1,000/1,000
PD	2009	Ford	Explorer	16,000	1FMEU73H89UA30021	1,000/1,000
PD	2010	Dodge	Charger	34,000	2B3AA4CT6AH145864	1,000/1,000
PD	2010	Dodge	Charger	34,000	2B3AA4CT8AH145865	1,000/1,000
PW	2010	Ford	Pickup-F350	20,467	1FTWF3B58AE90313	1,000/1,000
PW	2010	Ford	Pickup-F350	20,467	1FTWF3B5XAE90314	1,000/1,000
PD	2010	Dodge	Charger	34,000	2B3AA4CT0AH303566	1,000/1,000
PD	2010	Dodge	Charger	34,000	2B3AA4CT9AH303565	1,000/1,000
FD	2011	Chev	Silverado	37,269	1GCTKVC77BF177701	1,000/1,000
FD	2011	Chev	Silverado	26,036	1GCSKZCG4BZ262289	1,000/1,000
PD	2012	Ford	Explorer	42,000	1FM5K8AR3DGA22272	1,000/1,000
PD	2012	Ford	Explorer	42,000	1FM5K8AR3DGA22273	1,000/1,000
PD	2013	Ford	Explorer	26,628	1FM5K8AR4DGC40561	1,000/1,000
PD	2013	Ford	Explorer	26,628	1FM5K8AR6DGC40562	1,000/1,000
GARB	2013	Peterbilt	320 Garbage Truck	314,138	3BPZL70X8DF193588	1,000/1,000
PD	2014	Ford	F350	33,000	1F18XN3H6HEB36290	1,000/1,000
PD	2014	Ford	F350	33,000	1F18XN3H6HEB36291	1,000/1,000
PD	2014	Ford	F350	33,000	1F18XN3H6HEB36292	1,000/1,000
PD	2014	Ford	Expedition	45,000	1FMJ1G51HEF31536	1,000/1,000
PD	2014	Ford	Expedition	45,000	1FMJ1G53HEF31537	1,000/1,000
FD	2014	International	Fire Truck	396,876	1HTGSSNT2FH143231	1,000/1,000
PD	2015	Ford	F350	33,856	1FTRF3B60FEC26527	1,000/1,000
PD	2015	Ford	F350	33,856	1FTRF3B64FEC703364	1,000/1,000
FD	2015	International	Fire Truck	396,876	1HTGSSNT2FH143231	1,000/1,000
PD	2015	Ford	SUV	26,552	1FM5K8AR0FGC66870	1,000/1,000
PD	2015	Ford	SUV	26,552	1FM5K8AR2FGC66871	1,000/1,000

**WORKERS' COMPENSATION
&
EMPLOYER'S LIABILITY**

Insurance Carrier: Alaska Public Entity Insurance

Policy Period: July 1, 2016 to July 1, 2017

Named State: Alaska

Workers' Compensation: Statutory Benefits

Employer's Liability:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

Subject To:

- 1.12 2016-2017 Experience Modification
- 1.08 2015-2016 Experience Modification
- 1.21 2014-2015 Experience Modification
- 1.16 2013-2014 Experience Modification

Audit Frequency: Annual

Estimated Payroll: \$4,647,685

Premium Credit: Loss Control training/ safety meetings credit \$18,567.49

WORKERS' COMPENSATION-SPECIFICATIONS

Classification	Code	2015-2016 Estimated Payroll	2015-2016 Base Rate	2016-2017 Estimated Payroll	2016-2017 Base Rate
Street Road Maintenance	5509	\$163,527	4.2867	\$168,050	4.4725
Water Works	7520	\$113,300	2.7104	\$116,420	3.1317
Sewage Treatment	7580	\$119,886	2.7873	\$121,545	3.1317
Firefighters & Drivers	7710	\$197,789	5.9399	\$211,535	5.7056
Firefighters & Drivers Volunteers	7711	\$90,000	5.9399	\$104,000	5.7056
Police Officers Public Safety & Volunteers	7720	\$877,728	2.9988	\$900,000	3.2981
Police Officer Reserve	7720R	\$7,500	2.6528	\$37,500	2.7011
Municipal Garage (include retail fuel)	8380	\$128,045	4.5366	\$129,900	4.6878
Clerical/Professional includes Elected Officials	8810	\$2,164,418	0.9341	\$2,295,000	0.4012
Building Maintenance and Operations	9015	\$194,705	4.2194	\$201,500	4.7954
Parks/Recreation/Ice Rinks	9102	\$106,751	5.4016	\$109,615	5.5294
Refuse	9403	\$49,650	7.6796	\$51,620	7.3986
General Municipal Employees	9410	\$195,359	2.8450	\$201,000	3.3372
Total Payroll		\$4,408,688		\$4,647,685	

2014-2015 Payroll \$4,635,521

AIRPORT OWNERS & OPERATORS GENERAL LIABILITY

Insurance Carrier: Ace Property & Casualty Insurance Company **Best Rating: A+**

Policy Period: July 1, 2016 to July 1, 2017

Coverage: Airport Owners and Operators General Liability coverage, in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined subject to policy terms, conditions and exclusions.

Limits:

Each Occurrence/Offense in respect of PREMISES Single Limit Bodily Injury and Property Damage Liability and Personal and Advertising Injury combined. Subject to the following limitations:	\$10,000,000
Products-Completed Operations Agg. Single Limit Bodily Injury and Property Damage Liability Not Applicable General Aggregate Limit	\$10,000,000
Personal Injury and Advertising Injury Agg.	\$10,000,000
Malpractice Annual Aggregate Limit	\$10,000,000
Personal Injury Limit -Aggregate	\$10,000,000
Fire Legal Liability Any One Fire	\$ 100,000
Premises Medical Each Person	\$ 5,000
<u>HANGARKEEPERS –NOT IN FLIGHT</u>	
Hangarkeepers Limit Each Occurrence	\$10,000,000
Hangarkeepers Limit Each Aircraft	\$10,000,000
<u>NON-OWNED AIRCRAFT LIABILITY</u>	
	\$10,000,000

Deductible: \$ None

Excluded Endorsement: War, Hijacking and Other Perils Annual Aggregate
Noise, Pollution and Other Perils, Nuclear Risks, Date Recognition,
Fungi or Bacteria, Asbestos, Silica

Note: 25% Minimum Earned Premium if you cancel – No Flat Cancellations

Annual TRIA premium is \$785

Annual War Premium is \$785 but reduced to \$196 if TRIA is purchased

OPTIONAL COVERAGES FOR CONSIDERATION

- **BENEFITS** - Life, Disability, Estate Planning, Health Insurance
- **BUSINESS INCOME** - If the business was closed due to fire or another covered cause of loss, this coverage provides some protection for the company against loss of profits and helps compensate for the expense that would continue even if the business was closed.
- in the property coverage, such as electrical arcing.
- **CYBER LIABILITY** Insurance for first and third party risks associated with e-business, the Internet, networks and informational assets. This includes privacy issues, the infringement of intellectual property, virus transmission, or any other serious trouble that may be passed from first to third parties via the Web.
- **DIRECTORS AND OFFICERS LIABILITY** - Coverage provides for monetary damages for wrongful acts, such as breach of duty, neglect, error, or omission.
- **DRIVE OTHER CAR** - Corporate officers or family members who do not have a personal auto policy can have coverage added to the commercial auto policy, for borrowed vehicles.
- **POLLUTION LIABILITY** – provides coverage for cleanup costs due to a “sudden and accidental” discharge of any pollutant.
- **UMBRELLA / EXCESS LIABILITY** A form of liability insurance that protects you for claims in excess of the limits of your primary automobile, general liability and employers liability.



Alaska Public Entity Insurance

2233 Jordan Avenue
Juneau, AK 99801

Phone: (907) 523-9400
Fax: (907) 586-2008
www.akpei.com

AGREEMENT TO REMAIN IN APEI PROGRAM

The mission of Alaska Public Entity Insurance (“APEI”) is to provide our members with stable, affordable insurance, broad insurance coverage, and effective risk management services to ensure that maximum funds are available for local government and education programs. APEI is a non-profit corporation, and all member contributions are allocated to, and utilized for, the payment of claims and program expenses. APEI is generally referred to as an insurance “pool”, meaning that risks, liability, and expenses are shared on an equitable basis among all pool members.

In order to encourage membership stability and predictability, an important factor in procuring excess and reinsurance, the APEI Board of Directors has authorized the establishment of a program whereby a member’s annual contribution will be discounted in exchange for an agreement to remain in the program for three years. Other than the annual application of the discount to the amount due from the participating member, a member’s election to participate or not in this discount program will have no effect on any other aspect of the program as it relates to the member.

APEI and the undersigned member of APEI (“Member”), for mutual consideration, hereby agree as follows:

1. Except as provided in paragraph 3 below, Member agrees to remain a member of APEI for at least three years, through the conclusion of the 2018/2019 policy year that will end on June 30, 2019. Consistent with this paragraph, Member agrees not to give notice of intent to withdraw from the program during the three-year period, and further agrees not to seek quotes during that time from other potential insurers for coverage provided under the APEI program.
2. APEI agrees to provide Member with a discount on Member’s annual contributions each year for the provision of insurance coverage under the program. Each policy year, the discount shall be 5% of the member’s contribution.
3. If APEI determines that the a member’s total annual contribution is expected to increase by more than 10% when compared to the preceding policy year, APEI will so notify Member and Member may, at its sole option, elect to cancel its commitment under this program without incurring charges or penalties under paragraph 4. Increases in contributions caused by increases in Member’s payroll, total insured property value, or vehicle count are not considered part of the above-mentioned 10%.

Agreement to Remain in APEI Program – Policy Year 2016/17

4. If Member gives written notice to the Administrator (APEI Executive Director) of intent to withdraw from the program prior to the conclusion of this three year agreement, or otherwise acts inconsistent with the terms of this agreement, Member will forfeit all credits received during this three year term pursuant to this agreement and will be required to repay all such credits to APEI and will further be required to pay penalties in the amount of 5% of the total premium charged for the last year Member was in the APEI program, as determined by the Administrator.

5. This agreement is effective July 1, 2016 through June 30, 2019.

IN WITNESS WHEREOF, the parties hereto, acting through properly authorized officials, hereby execute this Agreement.

Member: _____

Alaska Public Entity Insurance

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**City of Palmer
Action Memorandum No. 16-050**

Subject: Direct Staff to Prepare a Resolution to Place Council Term Limits on the October 4, 2016, Ballot

Agenda of: June 28, 2016

Council Action: _____


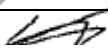
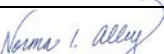
Originator Information:

Originator: Pete LaFrance & Steve Carrington
Date: 5/28/2016 **Requested Agenda Date:** June 28, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	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: \$ _____

This legislation (√):


- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: 

Attachment(s):

- None

Summary Statement: To discuss taking a charter amendment proposition to the vote of the people at the October 4, 2016, election regarding the possibility of limiting the mayor and council members to two consecutive three year terms. The proposition would not address lifetime term limits.

Matters of consideration could be:

- How Many Consecutive Years to Serve
- How Many Consecutive Years to Wait Before Serving Again
- Date Term Limits Become Effective

Palmer Charter 3.2. **Terms of Office** states the terms of two councilmen shall expire each year, except that in each third year, counting from 1963, the terms of the Mayor and of two Councilmen shall expire. When appointments are made to fill vacancies in the manner provided by Section 2.13(a) of this Charter, appointees shall qualify for and assume the duties of office within ten days after appointment, unless such time be extended for not more than sixty days by the Council.

Palmer Municipal Code §§ 2.04.041. **Term of office** states the term of office of each council member shall be for three years and shall commence on the Monday following his or her election. (Ord. 648 § 3, 2005)

Administration Recommendation: Authorize Action Memorandum 16-050.

new business



**City of Palmer
Information Memorandum No. 16-025
Resolution No. 16-015**

Subject: Resolution No. 16-015: A Resolution of the Palmer City Council Identifying the City of Palmer's Capital Project Priorities for State and Federal Funding

Agenda of: June 28, 2016

Council Action: _____

Originator Information:

Originator: City Manager
Date: June 14, 2016 **Requested agenda date:** June 28, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
	Community Development		
<u>X</u>	Finance	<u><i>Amie Davis</i></u>	<u>June 9, 2016</u>
	Fire Department		
	Police Department		
<u>X</u>	Public Works	<u><i>Bill Coakley</i></u>	<u>June 9, 2016</u>

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	
City Attorney	<u><i>[Signature]</i></u>	
City Clerk	<u><i>Norma L. Alley</i></u>	

Certification of Funds:

Total amount of funds listed in this legislation: \$ 0

This legislation (√):

Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ _____

Funds are (√):

Budgeted Line item(s): _____
 Not budgeted Affected line item(s): _____

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *[Signature]*

Attachment(s):

- Resolution No. 16-015
- City of Palmer Resolution No. 15-027 – SFY 2017 CIP Priorities

Summary statement:

Every year as part of the City budget process the City Council requests State funding for capital projects. Resolution No. 15-027 (attached) listed nine projects for consideration and is the most recent resolution adopted by the City Council that identifies capital project priorities.

Resolution 16-015 lists the same projects as Resolution 15-027, but modifies the title of the first priority project by deleting the word “Engineering” because the City has funds for this project’s engineering. The resolution title includes reference to both State and Federal funding agencies.

The reason it is necessary to update this Resolution now is that applications are due July 15, 2016, to the State of Alaska Department of Environmental Conservation matched grant program. The application scores higher if the City provides a resolution identifying the grant application project—Wastewater Treatment Plant Improvements—as the City’s top capital project priority.

Administration recommendation: Adopt Resolution 16-015.

Introduced by: City Manager
Date: June 28, 2016
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 16-015

A Resolution of the Palmer City Council Identifying the City of Palmer’s Capital Project Priorities for State and Federal Funding

WHEREAS, it is the City of Palmer’s desire to provide the State of Alaska and Federal Government agencies a list of the City’s capital project needs, including critical infrastructure projects or equipment necessary to improve public health and safety; to improve the quality of life, and to ensure efficient expenditure of public funds for the benefit of the public; and,

WHEREAS, the City has conducted an analysis of its capital needs to better serve the citizens of Palmer.

NOW, THEREFORE, BE IT RESOLVED that the Palmer City Council respectfully requests the State of Alaska and Federal Government agencies to consider the following capital projects for funding.

1	Wastewater Treatment Plant Improvements	\$ 10,000,000
2	Bogard Rd. Water Main Extension – Pressure Booster Station	\$ 500,000
3	Sherrod Area Gravel to Road Surfacing	\$ 1,000,000
4	Public Safety Building Improvements	\$ 400,000
5	Downtown Road Improvements – Cobb Street	\$ 1,100,000
6	Historic Palmer Water Tower Purchase	\$ 100,000
7	Restore Alaska Railroad Tracks to Downtown Palmer	\$ 1,800,000
8	Parks Project: Walk to the Fair Trail	\$ 300,000
9	Babb Arboretum Restoration	\$ 75,000

Passed and approved by the City Council of the City of Palmer, Alaska this twenty-eighth day of June, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk

Introduced by: Acting City Manager Healy
 Date: November 24, 2015
 Action: Adopted
 Vote: Unanimous

Yes:	No:
Best LaFrance Carrington DeVries Hanson Johnson	

CITY OF PALMER, ALASKA

Resolution No. 15-027

A Resolution of the Palmer City Council Requesting that the Alaska State Legislature Include the City’s Adopted Capital Projects in the SFY17 State Capital Budget

WHEREAS, it is the City of Palmer’s desire to provide the Alaska State Legislature with a list of the City’s capital project needs, including critical infrastructure projects or equipment necessary to improve public health and safety; to improve the quality of life, and to ensure efficient expenditure of public funds for the benefit of the public; and,

WHEREAS, the City has conducted an analysis of its capital needs to better serve the citizens of Palmer.

NOW, THEREFORE, BE IT RESOLVED that the Palmer City Council respectfully requests the Alaska State Legislature include the following Palmer projects in the following priority order in the 2017 State Capital Budget.

1a	Wastewater Treatment Plant Improvements Engineering	\$	720,000
1b	Bogard Rd. Water Main Extension -- Pressure Booster Station	\$	500,000
2	Sherrod Area Gravel to Road Surfacing	\$	1,000,000
3	Public Safety Building Improvements	\$	400,000
4	Downtown Road Improvements – Cobb Street	\$	1,100,000
5	Historic Palmer Water Tower Purchase	\$	100,000
6	Restore Alaska Railroad Tracks to Downtown Palmer	\$	1,800,000
7	Parks Project: Walk to the Fair Trail	\$	300,000
8	Babb Arboretum Restoration	\$	75,000

Passed and approved by the City Council of the City of Palmer, Alaska this twenty-fourth day of November, 2015.

DeLena Goodwin Johnson, Mayor

Janette Bower, MMC, City Clerk

**City of Palmer
Information Memorandum No. 16-026
Resolution No. 16-016**

Subject: Resolution No. 16-016: Accepting and Appropriating the 2016 Volunteer Fire Assistance Grant From the State of Alaska, Department of Natural Resources, Division of Forestry in the Amount of \$6,576 for the Purchase of Wildland Firefighting Equipment and Fire Safety Shelters.

Agenda of: June 28, 2016

Council Action: _____

Originator Information:

Originator: John McNutt, Fire Chief
Date: June 9, 2016 **Requested agenda date:** June 28, 2016

Department Information :

Route to:	Department Director:	Signature:	Date:
	Community Development		
<input checked="" type="checkbox"/>	Finance	<i>Amia Davis</i>	June 9, 2016
	Fire Department		
	Police Department		
	Public Works		

Approved for presentation by:

	Signature:	Remarks:
City Manager	<i>[Signature]</i>	Acting Manager
City Attorney	<i>[Signature]</i>	
City Clerk	<i>[Signature]</i>	

Certification of Funds:

Total amount of funds listed in this legislation: \$ 6,576.00

This legislation ():

- Has no fiscal impact Creates a positive impact in the amount of: \$ 6,576.00
 Creates a negative impact in the amount of: \$ _____

Funds are ():

- Budgeted Line item(s): \$ _____
 Not budgeted Affected line item(s): 01-00-00-3344 VFD Grant Rev; 01-13-10-6046 Small Tools & Equipment

General fund unassigned balance (after requested budget modification): \$ _____

Enterprise unrestricted net position (after requested budget modification): \$ _____

Director of Finance Signature: *[Signature]*

Attachment(s):

- Resolution No. 16-016
- Grant Award Letter

Summary statement: The City of Palmer has been granted a State of Alaska, Department of Natural Resources, Division of Forestry, Volunteer Fire Assistance Grant in the amount of \$6,576 to purchase wildland firefighting equipment and fire safety shelters for Palmer Fire and Rescue. Palmer Fire & Rescue Applied for this grant in March of 2016. This grant is used to assist in the purchase of wildland fire protection equipment for departments across Alaska. On May 16, 2016 an interagency committee met to allocate the funds to area fire departments, and Palmer Fire & Rescue was chosen to receive \$6,576. This grant will be matched by Palmer Fire & Rescue through In-kind assistance through joint training sessions and other training activities performed with Palmer Fire & Rescue.

The firefighting equipment that will be purchased is forestry firefighting hose, nozzles and shovels. These hoses, nozzles and shovels will allow wildland firefighting activities to stay efficient and effective by replacing worn and damaged equipment within the department inventory. The fire safety shelters will increase the current inventory of safety shelters in the department. This allows more responders to work safely when deployed on a large wildland fire emergency response.

Administration recommendation: Adopt Resolution No. 16-016

Introduced by: City Manager Wallace
Date: June 28, 2016
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 16-016

A RESOLUTION OF THE PALMER CITY COUNCIL ACCEPTING AND APPROPRIATING THE 2016 VOLUNTEER FIRE ASSISTANCE GRANT: LOCAL SOLICITATION AND AUTHORIZING THE CITY MANAGER TO PURCHASE WILDLAND FIREFIGHTING EQUIPMENT AND FIRE SAFETY SHELTERS

WHEREAS, the City of Palmer Fire & Rescue provides fire protection and response to calls for service for the citizens of Palmer; and

WHEREAS, the City of Palmer Fire & Rescue needs dependable wildland firefighting equipment for the suppression of wildland fire emergencies; and

WHEREAS, the City of Palmer Fire & Rescue needs fire safety shelters for the responders' protection during the extinguishment of fire emergencies; and

WHEREAS, the City of Palmer Fire & Rescue has been awarded \$6,576.00 from the State of Alaska, Department of Natural Resources, Volunteer Fire Assistance Grant for the purchase of wildland firefighting equipment and fire safety shelters.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council to accept and appropriate \$6,576.00 from the Volunteer Fire Assistance Grant and to authorize the City Manager to purchase wildland firefighting equipment and fire safety shelters.

ORIGINAL SCOPE OF WORK

The City proposes to use the Volunteer Fire Assistance Grant funds to purchase wildland firefighting equipment and fire safety shelters for Palmer Fire & Rescue. The 10% match was In-kind assistance through joint training.

BUDGET

Project Budget	\$7,326.40
From Volunteer Fire Assistance Grant	\$6,576.00
From 01-13-10-6013	\$750.40

Passed and approved by the City Council of the City of Palmer, Alaska this twenty-eighth day of June, 2016.

DeLena Goodwin Johnson, Mayor

Norma I. Alley, MMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Natural Resources

DIVISION OF FORESTRY, MAT-SU AREA OFFICE

101 AIRPORT ROAD
PALMER, AK 99645
Main: (907) 761-6300
Fax: (907) 761-6319

CERTIFIED MAIL RECEIPT #7012 3050 0001 6767 1839

June 6, 2016

Attention: Palmer Fire & Rescue

Enclosed is the 2016 Volunteer Fire Assistance (VFA) grant award in the amount of \$6,576.40 for the purchase of the requested items in the 2016 VFA grant application. The check must be cashed within 90 days of issuance or it will expire. Forestry recommends the check be cashed upon receipt. To be in compliance with the VFA award and to be eligible for VFA funding in 2017, copies of receipts and/or canceled checks documenting the purchase of the approved items listed below in your application must be sent to the Division of Forestry by March 1, 2017 to the address above.

- Hose
- Fire shelters
- Web belts
- Nozzles
- Shovel
- Shipping cost for items

USDA Forest Service 'Complying with Civil Rights Requirements' brochure is enclosed.

This is an award of Federal Financial Assistance from the USDA Forest Service and as such is subject to the Office of Management and Budget (OMB) Circular A-87, Cost Principles for State, Local and Indian Tribal Governments; OMB Circular A-102 (Grants and Cooperative Agreements with State and Local governments) as implemented by USDA regulation 7 CFR Part 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) as implemented by USDA regulation 7 CFR 3052.

The OMB Circulars are available on the internet at www.whitehouse.gov/omb/grants. Electronic copies of the CFR's can be obtained at the following internet site: www.gpoaccess.gov/cfr/. If you are unable to retrieve these regulations electronically, please contact Arlene Weber-Sword at (907)269-8471.

Sincerely,

A handwritten signature in blue ink, appearing to read "Norm McDonald".

Norm McDonald
Fire Management Officer

Enclosures