

City of Palmer Regular City Council Meeting

7 pm, Tuesday, September 27, 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 I. Alley, MMC
City Manager Nathan Wallace

City of Palmer, Alaska
Regular City Council Meeting
7 pm Tuesday, September 27, 2016
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.cityofpalmer.org

Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
 - 1. Approval of Consent Agenda
 - a. **Action Memorandum No. 16-064:** Authorizing the City Manager to Enter into a Professional Services Agreement with the Sustainable Design Group to Produce the Palmer Wayfinding Signage Guide for an Amount Not to Exceed \$35,925Page 7
 - 2. Minutes of Previous Meetings
 - a. September 13, 2016, Regular MeetingPage 15
- E. Communication and Appearance Requests
- F. Reports
 - 1. City Manager's Report.....Page 23
 - 2. City Clerk's Report
 - 3. Mayor's Report
 - 4. City Attorney's Report
- G. Audience Participation
- H. Public Hearings
 - 1. **Ordinance No. 16-007:** Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited (IM 16-036)Page 31
 - 2. **Resolution No. 16-027:** Authorizing the Negotiation and Sale of a 6.908 Acre Parcel of Land Located at 3854 S. Glenn Highway to the Alaska Department of Transportation and Public Facilities in Accordance with Palmer Municipal Code 3.20.080.D for the Amount of \$165,000.00 (IM 16-042)Page 35
- I. Action Memoranda
 - 1. **Action Memorandum No. 16-069:** Confirm the Mayor's Nomination of Allan Linn to the Airport Advisory BoardPage 47
 - 2. **Action Memorandum No. 16-070:** Direct the City Clerk to Issue the Request for Proposals for the Professional Legal ServicesPage 49

- J. Unfinished Business
- K. New Business
- L. Record of Items Placed on the Table
- M. Audience Participation
- N. Council Member Comments
- O. Executive Session
 - 1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Clerk
(Note: Personnel action may be taken following the executive session)
- P. Adjournment

Tentative 2016 Palmer City Council Meetings:

Meeting Date	Meeting Type	Time	Notes
October 3	Special	6 pm	Joint BED & Guest Former Gov. Parnell
October 10	Special	6 pm	Election Certification
October 11	Special	6 pm	Presentation on OMA & Council Procedures
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	Special	6 pm	2017 Budget
November 8	Regular	7 pm	
November 22	Special	6 pm	2017 Budget
November 22	Regular	7 pm	
November 29	Special	6 pm	2017 Budget
December 6	Special	6 pm	2017 Budget
December 13	Regular	7 pm	
December 27	Regular	7 pm	

consent agenda



**City of Palmer
Action Memorandum No. 16-064**

Subject: Authorizing the City Manager to Enter into a Professional Services Agreement with the Sustainable Design Group to Produce the Palmer Wayfinding Signage Guide for an Amount Not to Exceed \$35,925

Agenda of: September 27, 2016

Council Action: _____


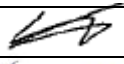

Originator Information:

Originator: Sandra Garley
Date: September 9, 2016 **Requested agenda date:** September 27, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development		<u>09/06/2016</u>
<u>X</u>	Finance		<u>9/7/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 35,925.00

This legislation (√):


- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
 Creates a negative impact in the amount of: \$ 35,925.00

Funds are (√):

- Budgeted Line item(s): 08-01-10-6988 Wayfinding & Streetscapes
 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):

- Request for Quotes
- SDG cover letter, timeline, and price quote

Summary Statement: The City received a Legislative grant of \$45,000.00 to undertake a wayfinding project in June, 2012. This Legislative funding lapses on June 30, 2017. In 2015, the City issued an RFP for a combined Branding and Wayfinding project. Bids from five companies, three with Alaska offices and two from out of state, were received. All bids came in at substantially more than \$100,000.00 and were rejected as beyond the City's available funds. Early this summer, the three firms with Alaska offices who submitted proposals for the combined Branding and Wayfinding RFP were asked to provide a written quote solely for the wayfinding project. The three firms were Santec with offices in Wasilla and Anchorage, SDG with offices in Palmer, and Bettisworth North, with offices in Anchorage. The firms were advised that this was a request for a quote under PMC 3.21.220.

3.21.220 Open market procedure.

A. The purchasing officer may procure all budgeted supplies, services, professional services and construction having an estimated value of not more than \$50,000 on the open market without formal advertising or other formal bid procedures, but subject to the following.

B. For procurements under this section over \$5,000, whenever practicable, at least three informal bids or quotations shall be solicited and a record kept thereof. The solicitation may be either oral or written, and shall be in a form reasonably calculated to yield the lowest responsive bid by a responsible bidder. In addition, for any procurement under this section over \$15,000, the solicitation and acceptance must be in writing. As required by PMC 3.21.100, all contracts must be signed by the city manager or acting city manager.

C. Awards, where practicable, shall be made to the responsible bidder submitting the lowest responsive bid. The purchasing officer shall keep a record of all open market bids received and awards made thereon.

D. All contract awards under this section, and any amendments thereto, shall be subject to the applicable approval requirements of PMC 3.21.090 prior to execution.

3.21.090 Council approval of contracts.

A. No contract for supplies, services, professional services or construction whereby the city is obligated to pay more than \$15,000 may be executed unless the council has first approved a memorandum setting forth the essential terms of the contract. To the extent applicable for particular contracts, the following essential terms shall be set forth:

1. The identity of the selected contractor and all contractors contacted;
2. The contract price;
3. The nature and quantity of the performance that the city shall receive under the contract;
4. The using department; and
5. The time for performance under the contract.

Bettisworth North responded by email that they had done a similar project in Fairbanks for \$60,000.00, Santec chose not to submit a written quote, and SDG submitted a price of \$35,925.00 to complete the scope of work listed in the Request for Quote.

SDG has provided their timeline for completion of this project and anticipates completion within 18 weeks of the notice to proceed.

Administration Recommendation: Authorize Action Memorandum No. 16-064.

REQUEST FOR BIDS WAYFINDING SIGNAGE

The City of Palmer is seeking the services of a consultant with expertise in graphic design, signage and municipal wayfinding to provide professional services in the preparation of a unified family of directional and identification signage within, and leading into, the downtown area as well as gateway signage at major city in-roads. The purpose of the plan is to serve as a framework to implement an attractive signage system throughout the city that establishes universal design standards for city-wide wayfinding signage that is reflective of the city's identity.

SCOPE OF WORK

1. Information Gathering

- Conduct an assessment of current wayfinding signage. Identify user groups, their specific needs, and potential wayfinding difficulties, particularly as they affect new visitors to the area.
- The selected consultant will become familiar with Palmer's vehicular and pedestrian circulation routes, decision points and destination generators, and will develop initial design concepts for review and discussion in a working session with an appointed committee.

2. Develop Recommendation on Signage Types and Placement

- Recommend wayfinding signage types that should be added, replaced or consolidated (e.g., direction markers, street signs, gateway monuments, orientation kiosks, and boundary markers designating the city limits).
- The family of signs will initially encompass the following and will be capable of expansion to other signage and graphic needs for the city of Palmer:
 - Gateway signs for entrances into the City;
 - Directional and destination signs that include information directing visitors to landmarks, facilities, and services;
 - Pedestrian/bicycle trails signs;
- Basic design schematics will then be prepared, and presented with recommendations. The final plan should address the following aspects through text, renderings, photos and maps:
 - a. Sign types including sizes, shapes, colors, materials, poles and hardware.
 - b. Letter sizes, fonts, heights, spacing and style.
 - c. Develop a menu of signs and specifications. A variety of up to twenty signs is expected. Signs should be designed to be durable and long lasting and explore the possibility of using recycled and refurbished materials.
 - d. Develop installation locations by sign size and type while ensuring that all necessary compliance measures with local, state and federal codes are met.
- Using aerial imagery and/or GIS resources, create a map of recommended wayfinding signage locations.
- Work with the committee to develop a list of recommended terminology and/or design icons for primary and secondary destinations (e.g., landmarks, public facilities, retail and dining destinations).

3. Design Signage Elements

- Recommend universal design standards for wayfinding elements that are reflective of the city's identity and consistent in color, font, materials, architectural elements and graphics.
- Present three (3) preliminary sign design concepts.
- From the design concept chosen by the committee - submit final design drawings, including: exact dimensions, letter heights, and materials, color specifications and material performance standards, with written statements regarding rationale for design choices.

4. Meetings

The selected consultant will work with staff and the committee in the development of a plan. A minimum of two on site meetings with the committee will be required.

- An initial meeting with the committee to overview the project and gather information. A city tour will be included.
- A final meeting with the committee to present three design proposals and mapping.
- Consultant will be expected to meet with user groups during onsite visits.

5. Staff Responsibilities

The City commits to timely responses and a cooperative working relationship with the selected firm. Staff will be responsible for the following:

- Provide maps and data as needed
- Set up meeting times and locations for the committee
- Provide printed materials and copies for meetings as needed.

6. Deliverables

- A summary of research and findings which led to the final recommendations of the plan.
- An electronic copy of the final plan which includes specifics of each sign design including: colors, sizes and fonts.
- A detailed location map including position and type of sign at each location.
- A recommended phased plan for implementation.

7. Quote

1. Lump sum total cost estimate for the Scope of Work“(items 1-6)

Bids shall be sent, mailed or delivered to:

Mail:

Sandra Garley
City of Palmer
ATT: WAYFINDING SIGNAGE QUOTE
231 W. Evergreen Avenue
Palmer, Alaska 99645

Ms. Sandra Garley; Director, Department of Community Development
City of Palmer
231 W Evergreen Avenue
Palmer, AK 99645

ATTN: WAYFINDING SIGNAGE BID

Dear Ms. Garley and the Selection Committee;

It is with much enthusiasm that Sustainable Design Group, LLC (SDG) submits our proposal to assist the City of Palmer with their effort to create a Wayfinding Plan for the Palmer community. As a woman-owned small business based in Palmer, our team has close ties to this community. Our office location within the Annex has hosted community events and continues to provide collaborative workspace for individuals, businesses, and civic groups. Three of our four employees live here in Palmer, including one who walks to work every day as his primary transportation.

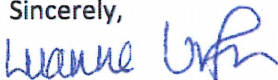
SDG's familiarity with the local Palmer community—it's history, landmarks, street layout, major thoroughfares, gateways, trails and recreation, and Palmer's growing retail district—means we are knowledgeable about our community. We understand and are part of the unique identity of Palmer. As your local partner, SDG will bring wayfinding expertise with extensive experience in establishing a visual identity through graphic design. Our familiarity with designing gateways, kiosks and signs, trails and recreation facilities, brochures, lighting, and other documents will assure Palmer high quality, professional deliverables.

Palmer's active business community, agricultural heritage, unique history and culture, and dependence on tourism are a large part of what defines Palmer. Palmer is emerging as a local arts center, attracting businesses and patrons interested in joining the movement. Year round recreational opportunities place Palmer firmly at the center of water, mountain, and trail sports. Palmer's proximity to the Alaska State Fair and community events comprise a significant part of creating Palmer's identity and sense of place. Developing an efficient and inviting wayfinding system will guide people through our city, enhance their understanding of our community, and encourage people to enjoy all that Palmer has to offer.

SDG's experience working with the Alaska DOT&PF ensures that our signage designs will be compatible with DOT&PF requirements. We are highly experienced with ordinance and zoning code interpretation, working on multidiscipline teams, and meeting environmental and permit requirements. In addition, our team's approach will include an open dialog with the public to allow for unique and creative solutions specific to Palmer rather than applying a "one-size-fits-all" process. Blended with our familiarity with the Palmer community, SDG will deliver high quality wayfinding products that respond directly to Palmer's vision.

As the Principal representing SDG, my signature authorizes the contents of this proposal and ensures our insurance and licenses are up to date. SDG will quickly meet the requirements negotiated through the contract to keep this project on schedule and within budget. As SDG's Contract and Project Manager, I will be the sole point of contact in regard to contractual matters. Should you require additional information, or wish to discuss any aspects of our proposal package, please do not hesitate to contact me.

Sincerely,



Luanne Urfer PLA ASLA
Principal, Sustainable Design Group

[Sustainable Design Group](#)

247 S. Alaska Street
Palmer, Alaska 99645
907 745 3500

6 PROJECT SCHEDULE AND DELIVERABLES



7 LUMP SUM COST ESTIMATE (RFP SOW ITEMS 1-6)

SDG can provide the services covered in this proposal for \$35,925.

minutes



A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on September, 2016, at 7 pm in the council chambers, Palmer, Alaska.

Deputy Mayor Hanson called the meeting to order at 7:00 pm.

B. ROLL CALL

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

Richard Best	Brad Hanson
Steve Carrington	DeLena Johnson arrived at 7:39
Linda Combs	Peter LaFrance
Edna DeVries	

Also in attendance were the following:

Nathan Wallace, City Manager
Norma Alley, MMC, City Clerk
Bernadette Packa, Deputy City Clerk
Michael Gatti, City Attorney

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by John Lee.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction of **Ordinance No. 16-007**: Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited (IM 16-036)
 - b. **Action Memorandum No. 16-056**: Authorizing the City Manager to Negotiate and Execute an Agricultural Lease with Robert Shumaker for a Parcel of Land Containing Approximately 2.39 Acres of Airport Land Described as Lots 4 & 5 Mohan Subdivision Located on Outer Springer Loop
 - c. **Action Memorandum No. 16-062**: Authorizing the City Manager to Negotiate and Execute an Assumption of Proprietary Lease from the Estate of John H. Riggs to Gary A. and Odette M. Jamieson for Palmer Hangars Owners Association Unit No. 2 Lot 11 Block 3 at the Palmer Municipal Airport
 - d. **Action Memorandum No. 16-063**: Approving Board Member John Lee's Resignation from the Board of Economic Development
2. Minutes of Previous Meetings
August 23, 2016, Regular Meeting

Main Motion: To approve consent agenda and minutes

Moved by:	Best
Seconded by:	Combs
Action:	Motion carried by unanimous voice vote.
In favor:	Best, Carrington, Combs, DeVries, Hanson, LaFrance
Opposed:	None

An error on the legislation title of Item K on the agenda was noted. The City Clerk responded it would be corrected.

E. COMMUNICATION AND APPEARANCE REQUESTS

Item 1 – Airport Advisory Commission

John Lee, Airport Advisory Commission Chair:

- Highlighted his written report presented at the table; and
- Fielded questions from the Council.

Council Member Combs thanked Mr. Lee for his comprehensive presentation.

Council Member DeVries expressed appreciation to Mr. Lee for his service on the Airport Advisory Commission as well as the Board of Economic Development. Deputy Mayor Hanson echoed her comments.

Mayor Johnson arrived and took the chair.

F. REPORTS

Item 1 – City Manager’s Report

City Manager Nathan Wallace:

- Highlighted his written report;
- Noted the Saroma Exchange Students toured the City during the past week;
- Provided a status report on the consent decree filed in federal court;
- Noted sales tax collection from the fair provided a significant boost to the City; and
- Fielded questions from the Council.

Item 2 – City Clerk’s Report

City Clerk Norma Alley:

- Provided a copy of her report;
- Commented on meeting with the Department of Elections for Registrar Training;
- Noted the training schedule for Voting Officials;
- Provided deadline dates for the upcoming election as well as voting locations;
- Addressed the possibility of the cancellation of the December 27 meeting; and
- Reported on development of the Request for Proposal for the City Attorney.

Council Member Combs requested support to direct the City Clerk to arrange the reception to follow the swearing in of new officials on October 10, 2016. Council Member DeVries offered her support.

Mayor Johnson requested appointments for the Airport Advisory Commission and Parks, Recreation, and Cultural Resources Advisory Board be on the next agenda.

Item 3 – Mayor’s Report

Mayor Johnson:

- Commented on having participated in a tour of the Palmer Correctional Facility to determine possible uses; and
- Announced former Governor Parnel’s planned attendance of the October 3, 2017 Joint Council and Board of Economic Development meeting.

Item 4 – City Attorney’s Report

Michael Gatti:

- Provided supplemental information concerning the filed consent decree.

G. AUDIENCE PARTICIPATION

Noel Kopperud:

- Spoke to the need for no parking areas to be put in place on parade day in Palmer.

Frank Kelly, Airport Superintendent:

- Expressed appreciation to Commissioner Lee for his service, civic mindedness, and assistance during his transition into the Airport Superintendent position.

Eugene Carl Haberman:

- Spoke to the need for a public hearing on Resolution 16-024; and
- Encouraged the City of Palmer to be involved with the Mat-Su Borough and the City of Wasilla in order to solve problems regionally.

H. PUBLIC HEARINGS

Item 1 – Resolution No. 16-023: A Resolution of the Palmer City Council Accepting and Appropriating \$6,543.48 From the City of Houston to Provide Emergency Dispatch Services for the Period of July 1, 2016, through December 31, 2016 (IM 16-037)

Mayor Johnson opened the public hearing.

Eugene Carl Haberman:

- Commented on the existence of a third bidder on the 911 Dispatch Request for Proposal.

Mayor Johnson closed the public hearing.

Main Motion: To approve Resolution No. 16-023

Moved by:	Carrington
Seconded by:	Combs
Action:	Motion carried by unanimous voice vote.
In favor:	Best, Carrington, Combs, DeVries, Hanson, Johnson, LaFrance
Opposed:	None

I. ACTION MEMORANDA

J. UNFINISHED BUSINESS

K. NEW BUSINESS

Item 1 – Resolution No. 16-024: A Resolution of the Palmer City Council Adopting the City of Palmer Wastewater Treatment Plant Facility Plan 2016 Update, Developed by HDR Alaska, Inc. (IM 16-039)

Main Motion: To approve Resolution No. 16-024

Moved by:	Combs
Seconded by:	Carrington
Action:	Motion carried by unanimous voice vote.
In favor:	Best, Carrington, Combs, DeVries, Hanson, Johnson, LaFrance
Opposed:	None

Deputy Mayor Hanson spoke in favor of a public hearing on the resolution.

L. RECORD OF ITEMS PLACED ON THE TABLE

Airport Advisory Commission Report
City Clerk's Report

M. AUDIENCE PARTICIPATION

Eugene Carl Haberman:

- Spoke to proposed changes to the Mat-Su Borough boards and commissions; and
- Commented on the need to provide opportunities to hear from the public.

N. COUNCIL MEMBER COMMENTS

Council Member Combs:

- Expressed appreciation to Mr. Lee for his service on the Board of Economic Development;
- Commented on the high school's Customer Service Program;
- Reminded everyone of the Sister City students community potluck;
- Requested the special meeting on October 10 to install new officials be highlighted on the City website.

Council Member DeVries:

- Requested follow-up on the code compliance violations on Bonanza Street; and
- Commented on removal of the former Senior Center building.

Council Member Carrington:

- Thanked Mr. Lee for juggling many positions and serving his community.

Council Member LaFrance:

- Encouraged council members to utilize digital copies of the meeting packets;
- Expressed appreciation for Mr. Kopperud's comments; and
- Reminded everyone of the Thursday Night Run series to start again this week.

Council Member Best:

- Reminded everyone to watch out for motor cycles and children playing on the roads.

O. EXECUTIVE SESSION

Item 1 - Subjects That Tend to Prejudice the Reputation and Character of Any Person – City Manager (Note: Personnel action may be taken following the executive session)

Main Motion: To enter into Executive Session to Discuss Subjects that Tend to Prejudice the Reputation and Character of Any Person – City Manager

Moved by:	Hanson
Seconded by:	Johnson
Action:	Motion carried by unanimous voice vote.
In favor:	Best, Carrington, Combs, DeVries, Hanson, Johnson, LaFrance
Opposed:	None

The Council entered into Executive Session at 9:05 and exited at 9:51 pm.

Upon exiting the Executive Session, the following motion was made.

Main Motion: To show a vote of confidence in the City Manager

Moved by:	Johnson
Seconded by:	Combs
Action:	Motion carried by unanimous voice vote.
In favor:	Best, Carrington, Combs, DeVries, Hanson, Johnson, LaFrance
Opposed:	None

P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:52 pm.

Approved this 27th day of September, 2016.

Norma I. Alley, MMC, City Clerk

DeLena Johnson, Mayor

reports



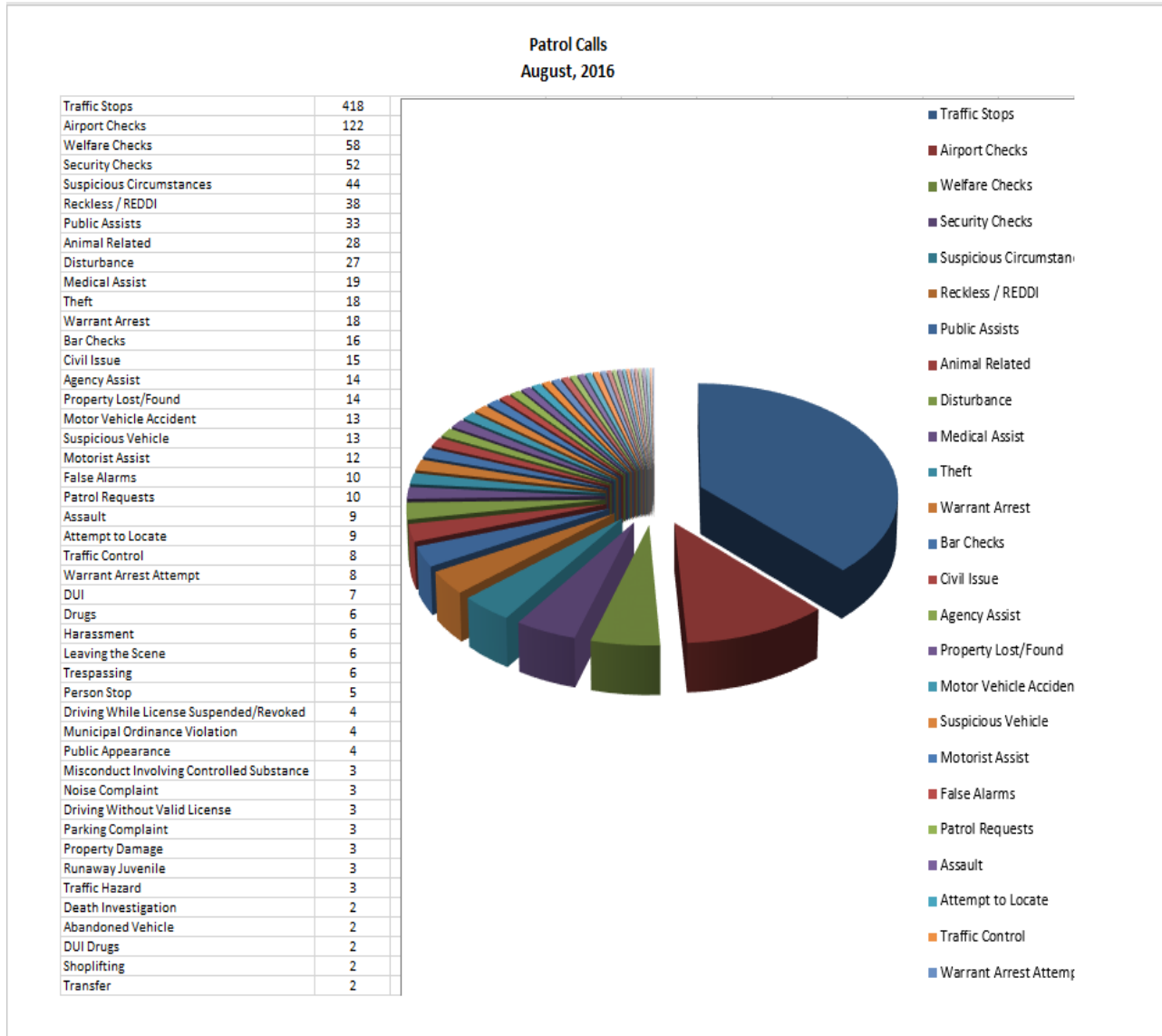


Staff Update and analysis (August 2016):

Police Department:

Total calls: 1106 up from 742 in July

Call breakdown - 47%(July - 37%) traffic/vehicle related, 23% (July - 24%) checks (welfare/property), 21%(July - 26%) citizen assistance, 9%(July - 13%) other.



Police:

Traffic up due to DUI program during State Fair



Report to Council
 City Manager Nathan Wallace
 September 14-26, 2016

Fire Department:

Calls: calls 35(34- July) in August 2016, up by 2.8% from last month, down by 74.3 % from last year.
 Fire: 1(3-July), Recue: 5(9-July), Hazard: 2(4-July), Good intents: 10(8-July), False alarm 12(5-July).

Community Development:

Library:

Patrons:	July	August
<i>Total Registered Patrons</i>	<i>12,344</i>	<i>12,454</i>
Total Mat-Su Borough Resident Patrons	9,445	9,601
Total City of Palmer Resident Patrons	2,812	2,853
New Library Users	87	105
Usage:	July	August
Patron Visits/Count	9,621	10,165
Reference Questions	1,064	1,281
Library Computer Sessions	1,534	2,162
WIFI Sessions	1,095	3,495
Circulation (PPL items)	12,607	13,689
Magazine circulation	439	445
Take Home Paperbacks	205	240
Programs:	July	August
Children’s Programs	17 Events 946 Participants	3 Events 872 Participants
Class Visits	1 Events 14 Participants	0 Events 0 Participants
Young Adult Programs	3 Events 39 Participants	9 Events 137 Participants
Adult Programs	2 Events 8 Participants	10 Events 119 Participants
Total Library Programs	23 Events 1,007 Participants	22 Events 1,128 Participants
Community Events	10 Events 446 Participants	15 Events 127 Participants
Total Events	33 Events 1,453 Participants	37 Events 1,255 Participants



Report to Council
City Manager Nathan Wallace
September 14-26, 2016

Building and Compliance:

Compliance Letters dispatched: 0 (1-July) (unsightly premise), 10 (1-July) clean up follow up), and 6 (0-July) (permit follow ups).

Permits: Permits: Sign permits continue to be up compared to last few years, building permits are picking up and are closer to previous years than earlier this year. Dollar amount is higher due to Fred Meyers construction.

Building Department Report
AUGUST 2016

PermitType	Count	Total Valuation	Fees Collected
Building Permit	9	\$2,715,111.00	\$15,229.75
Fence Permit	2	\$2,200.00	\$52.00
Sign Permit	3	\$2,900.00	\$485.00
Totals	14	\$2,720,211.00	\$15,766.75



Report to Council
City Manager Nathan Wallace
September 14-26, 2016

TYPE OF PERMITS:

<i>Applicant</i>	<i>Valuation</i>	<i>Type Of Work:</i>	<i>Permit Fee</i>
PALMER CLINIC LLC	\$2,400,000.00	COM New	\$11,926.75
HFC CONSTRUCTION LLC	\$136,656.00	RES Single Family	\$1,337.50
LUFFBERRY, RANDY & DIANNA	\$500.00	Fence	\$26.00
ACREE, WES	\$2,000.00	Storage Shed	\$77.00
SCHMIDT, BRIAN & TAMMY	\$160,855.00	RES Alteration	\$1,487.25
PARNELL, SEAN	\$900.00	Sign	\$70.00
JOHNSON, MICHAEL SCOTT	\$4,000.00	RES Alteration	\$108.00
POUGHER, SUSAN	\$0.00	Temporary Sign	\$0.00
ALASKA BIBLE COLLEGE	\$2,000.00	COM Alteration	\$77.00
RUSSELL, TODD	\$3,000.00	RES Alteration	\$92.50
TOOP, LEONARD M.	\$1,700.00	Fence	\$26.00
VAN THIEL, ERIC	\$1,600.00	Storage Shed	\$0.00
HALE, ISRAEL	\$2,000.00	Sign	\$415.00
HALE, ISRAEL	\$5,000.00	COM Alteration	\$123.75



Report to Council
 City Manager Nathan Wallace
 September 14-26, 2016

YEAR TO DATE COMPARISON:

Year	Building Permits	Sign Permits	Fence Permits	Year to Date Valuation	Year to Date Permit Fees
2007	107	16	26	\$13,194,645.00	\$93,662.00
2008	67	23	21	\$3,702,208.00	\$36,682.50
2009	67	13	27	\$13,665,411.00	\$79,696.50
2010	74	31	13	\$18,878,147.00	\$102,152.50
2011	86	21	20	\$6,753,408.00	\$54,885.00
2012	71	24	9	\$17,928,752.00	\$109,447.50
2013	55	17	14	\$10,565,944.00	\$73,244.50
2014	73	27	9	\$13,692,121.00	\$94,858.25
2015	78	18	12	\$9,122,698.00	\$77,309.75
2016	65	30	14	\$34,054,062.00	\$174,599.50

Golf Course:

	July	August
Operational Days:	31	31
Number of Rounds:	2,743	2,389
Green Fees:	51,744.50	45,084.50
Cart Rental:	26,489.00	21,084.00
Club Rental:	1,620.00	1,285.00
Driving Range:	5,446.00	5,275.00
Merchandise Sales:	28,611.43	33,230.75
Snack Bar:	18,265.50	13,338.65
Beer & Wine:	11,403.50	7,415.75

public hearings



**City of Palmer
Information Memorandum No. 16-036
Ordinance No. 16-007**

Subject: Ordinance No. 16-007: Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited

Agenda of: September 13, 2016

Council Action: _____

Originator Information:

Originator: City Manager
Date: August 16, 2016 **Requested agenda date:** September 13, 2016

Department Information:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>E. Greene</i></u>	<u>8-22-16</u>
<u>X</u>	Public Safety	<u><i>James J. Keating</i></u>	<u>8-16-16</u>
_____	Public Works	_____	_____

Approved for presentation by:

	Signature:	Remarks:
City Manager	<u><i>John Galt</i></u>	_____
City Attorney	<u><i>[Signature]</i></u>	_____
City Clerk	<u><i>Norman 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: \$ _____
 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: *E. Greene*

Attachment(s):

- Ordinance No. 16-007

Summary Statement: Ordinance No. 16-007 is presented to the Palmer City Council at the City Manager's request.

Proposed Ordinance No. 16-007 restricts the parking of all trailers and recreational vehicles on streets within the City of Palmer between the hours of 10:00 p.m. and 8:00 a.m., excluding Fridays from 10:00 p.m. through Mondays at 8:00 a.m. It also prohibits utility connections to trailers or other vehicles if such connections cross public rights of way.

Administration Recommendation: Adopt Ordinance No. 16-007.

Introduced by: Mayor Johnson
Date: September 13, 2016
Public Hearing: September 27, 2016
Action:
Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Ordinance No. 16-007

An Ordinance of the Palmer City Council Enacting Palmer Municipal Code Sections 10.04.120 Parking of Trailers and Recreational Vehicles Restricted and 10.04.130 Utility Connections Prohibited

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 10.04.110 is hereby enacted to read as follows:

10.04.120 Parking of Trailers Restricted

- A. No trailer or recreational vehicle of any sort shall be parked on any city street, alley, or right of way from 10:00 p.m. through 8:00 a.m.
- B. This section does not apply from Friday evenings at 10:00 p.m. through Monday mornings at 8:00 a.m.
- C. A violation of this section is an offense punishable by the fine established in the current, adopted budget.

10.04.130 Utility Connections to Vehicles Prohibited

- A. No person shall permit, cause, or allow any electrical, water, gas, telephone or other utility connection (such as electrical cords, extension cords, hoses, cables, or other items) to encroach into any public right of way including across or above any street or sidewalk from a residential or commercial property, or a generator, to a vehicle.
- B. A violation of this section is an offense punishable by the fine established in the current, adopted budget.

Section 4. Effective Date. Ordinance No. 16-007 shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this 27th day of September, 2016.

DeLena Johnson, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Information Memorandum No. 16-042
Resolution No. 16-027**

Subject: Resolution No. 16-027: Authorizing the Negotiation and Sale of a 6.908 Acre Parcel of Land Located at 3854 S. Glenn Highway to the Alaska Department of Transportation and Public Facilities in Accordance with Palmer Municipal Code 3.20.080.D for the Amount of \$165,000.00

Agenda of: September 27, 2016

Council Action: _____


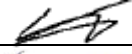

Originator Information:

Originator: Nathan Wallace
Date: 9/02/2016 **Requested agenda date:** 9/27/2016

Department Information \checkmark :

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance		<u>9/7/16</u>
_____	Fire Department	_____	_____
_____	Police Department	_____	_____
_____	Public Works	_____	_____

Approved for presentation by:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ 165,000.00

This legislation (\checkmark):


- Has no fiscal impact Creates a positive impact in the amount of: \$ 165,000.00
 Creates a negative impact in the amount of: \$ _____

Funds are (\checkmark):

- Budgeted Line item(s): _____
 Not budgeted Affected line item(s): 01-00-00-3699

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

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

Director of Finance Signature: 

Attachment(s):

- Resolution No. 16-027
- Memorandum of Agreement
- Letter from David F. Heier HDL Engineering Consultants Senior Right of Way Agent
- Certification of market value by Steve Carlson, MAI General Real Estate Appraiser
- Vicinity map

Summary Statement: In November 2005, the City acquired this property from John Stout and Dennis Stout to expedite the construction of utility lines southwest to the new hospital site. The property was subject to litigation based on an error by the City's construction contractor which lead to a settlement to purchase the property for \$350,000.

The property is located on the north side of the Glenn Highway at Mile post 36.9 south of Kepler Lake. The site contains an unfinished two level wood frame cabin. The appraisal conducted by Black-Smit, Bethard and Carlson LLC for Alaska Department of Transportation & Public Facilities sets the current appraised value for this property is \$165,000.

Palmer Municipal Code permits the sale of city real estate to a state without conducting a public sale.

PMC 3.20.080.D

D. Public and Charitable Conveyances. The council may sell, donate or exchange with the United States, the state, any political subdivision, or a nonprofit organization, city-owned real property without a public sale and for less than the fair market value, whenever in the judgment of the city council it is advantageous to the city to make the conveyance.

All sale of real property requires council action by resolution.

PMC 3.20.080. P

P. Council Action. No action of the council to dispose of any city interest in real property dedicated to public use shall be final until the resolution to do so has been on file in the office of the city clerk for 30 days. Prior to any council action on the sale of real property, the city manager shall make his recommendation to the city council as to any change of use or merits of the sale or disposition of the real property.

Administration Recommendation: Approve Resolution No. 16-027.

Introduced by: City Manager Wallace
Date: September 27, 2016
Action:
Vote:
Yes: _____ No: _____

CITY OF PALMER, ALASKA

RESOLUTION NO. 16-027

A Resolution of the Palmer City Council authorizing the Negotiation and Sale of a 6.908 Acre Parcel of Located at 3854 S. Glenn Highway to the Alaska Department of Transportation and Public Facilities in Accordance with Palmer Municipal Code 3.20.080.D for the Amount of \$165,000.00

WHEREAS, in November 2005, the City of Palmer acquired a certain 6.908 acre parcel of land located at 3854 S. Glenn Highway described as that portion of the Southeast one-quarter of the Northeast one-quarter (SE ¼ NE ¼) lying North of the Northerly right-of-way of the Glenn Highway, Section 23, Township 17 North, Range 1 East, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska for \$350,000 in order to extend utilities to the new hospital; and,

WHEREAS, the Alaska Department of Transportation and Public Facilities plans to reconstruct the Glenn Highway in Palmer; and

WHEREAS, in order to accomplish the improvements that are part of the Glenn Highway reconstruction, the Alaska Department of Transportation and Public Facilities will need to acquire the City's 6.908 acre parcel; and

WHEREAS an appraisal has been conducted by Black-Smith, Bethard & Carlson, LLC which determined the Fair Market Value of this parcel to be \$165,000.00 which is broken out as \$150,000 for the land and \$15,000 for the unfinished 1,920 SF structure; and

WHEREAS, Palmer Municipal Code 3.20.080.D. allows the Council to sell real property to the state without a public sale whenever in the judgement of the city council it is advantageous to the city; and

WHEREAS, the city council finds that it is advantageous to the City to sell this 6.908 acre parcel to the Alaska Department of Transportation and Public Facilities for the reconstruction of the Glenn Highway in Palmer

NOW, THEREFORE, BE IT RESOLVED, the Palmer City Council directs the city manager to execute an agreement for the sale of this property and to take those steps

necessary to sell the 6.908 acre parcel of land located at 3854 S. Glenn Highway to the Alaska Department of Transportation and Public Facilities in accordance with Palmer Municipal Code 3.20.080.D for the amount of \$165,000.

Passed and approved by the City Council of the City of Palmer, Alaska this ____th day of _____, 2016.

DeLena Johnson, Mayor

Norma I. Alley, MMC, City Clerk



**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES**

MEMORANDUM OF AGREEMENT

**PROJECT NAME: GLENN HIGHWAY MP 34 TO 42
RECONSTRUCTION**

STATE PROJECT NO.: Z581040000

FEDERAL-AID PROJECT NO.: 0A15024

PARCEL NO.: 50

AGREEMENT has been reached this _____ day of _____, 2016, between **CITY OF PALMER, an Alaska municipal corporation**, the owner of the below designated parcel, and the **STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES** hereinafter (**DOT&PF**), for the purchase of said parcel. The amounts to be paid, and other considerations to be given, in full satisfaction of this Agreement, are as follows:

Right-of-Way Acquisition Parcel	50			
Fixtures and Improvements Purchased:		Unfinished 1,920 SF, 2 level structure		\$15,000.00
Land Purchased:		6.908 acres	300,912 square feet	\$150,000.00
Utility Easement Parcel	N/A			N/A
Temporary Construction Easement (TCE) No.		N/A		N/A
Temporary Construction Permit (TCP) No.		N/A		N/A
Cost to Cure:	N/A			N/A

Damages are a consideration: yes no Amount of Damages: \$0.00 included in total compensation above.

TOTAL COMPENSATION \$165,000.00

Other Conditions: None

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the owner or owners.
2. This Memorandum embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The owner or owners hereby agree that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said owner or owners agree to discharge the same.
4. THIS AGREEMENT shall be deemed a CONTRACT extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representative, successors and assigns of the parties, only when the same shall have been approved by the Regional Chief Right-of-Way Agent on behalf of DOT&PF.

Of the total amount of compensation hereinabove agreed upon, the sum of \$165,000.00 shall be paid upon execution and delivery of a good and sufficient: Warranty Deed Easement Temporary Const. Easement or Other, and the balance of the compensation, amounting to \$0.00 shall be paid upon compliance by the owner or owners with the terms hereof.

Disbursement of funds will be made in the following manner:

	Amount of Payment
City of Palmer	\$165,000.00

The Owner or Owners certify that there are no known hazardous materials on the property.

The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above.

STATE OF ALASKA DOT&PF

OWNER:

DESIGN PROJECT MANAGER Date
Signature required when construction consideration is involved

CITY OF PALMER by Date
NATHAN WALLACE, City Manager

RIGHT OF WAY AGENT Date
HDL Engineering Consultants, LLC.

APPROVED FOR PAYMENT AS ABOVE:

REGIONAL CHIEF RIGHT OF WAY AGENT Date
CENTRAL REGION

August 17, 2016

File: 08-016-14

Mr. Nathan Wallace
City of Palmer
231 W. Evergreen Ave
Palmer, Alaska 99645

RE: Glenn Highway MP 34-42 Reconstruction
Project No. Z581040000/OA15024
Parcel No. 50

CIVIL
ENGINEERING

GEOTECHNICAL
ENGINEERING

TRANSPORTATION
ENGINEERING

ENVIRONMENTAL
SERVICES

PLANNING

SURVEYING
& MAPPING

CONSTRUCTION
ADMINISTRATION

MATERIAL
TESTING

RIGHT-OF-WAY
SERVICES

Dear Mr. Wallace:

As you may know, the State of Alaska, Department of Transportation and Public Facilities (DOT&PF) plans to reconstruct the Glenn Highway in Palmer. To accomplish the improvements, easements and properties in the project area will need to be acquired. HDL Engineering Consultants (HDL) is under contract to complete the right-of-way acquisition phase of this project on behalf of DOT&PF.

To build this project, the DOT&PF needs to purchase your property known as project parcel No. 50, containing 300,912 SF, described as: That portion of the Southeast one-quarter of the Northeast one-quarter (SE1/4 NE1/4) lying North of the Northerly right-of-way of the Glenn Highway, Section 23, Township 17 North, Range 1 East, Seward Meridian, located in the Palmer Recording District, Third Judicial District, State of Alaska.

As DOT&PF is purchasing your entire property, you or your tenant may be entitled to relocation assistance. A Relocation Agent from HDL will be contacting you with more detailed information.

Based on the approved Appraisal (copy enclosed) for Parcel No. 50 the Fair Market Value (FMV) has been determined to be **\$165,000.00**. Please consider this an offer to purchase your property.

Offer:

Your purchase offer is calculated as follows:

Parcel No. 50: Land: 300,912 SF = \$150,000.00

Improvements: Unfinished 1,920 SF structure = \$15,000.00

Total just compensation **\$165,000.00**

As a State agency, the DOT&PF is subject to specific laws and regulations. As a result, the way in which we acquire property differs in several important respects from ordinary real estate transactions. We'd like to explain the most important of these differences in order to assist you in consideration of our offer.

We are required by Federal law and policy to offer no less than appraised Fair Market Value (FMV) for private property and any improvements. The various federal agencies refer to this as "one full fair price offer policy." The law is designed to protect and provide fairness to owners who, after all, may not voluntarily be in the market as sellers. The nature of this type of sale makes the process somewhat different than ordinary private transactions. The enclosed brochure, "Acquiring Real Property for Federal- Aid Programs and Projects", will provide additional information about right of way acquisition procedures.

In the private market, voluntary sellers often ask for a price that is more than what they expect to receive, the buyers routinely offer less that they are eventually willing to pay. Bargaining in the fashion is common in most real estate sales, however, when we acquire property for a project; we make a full, fair price offer. Unlike a private buyer, we do not make a low offer with the expectation that a counteroffer will then be made by the seller.

All the documents necessary to complete the purchase of permanent interest in your property are enclosed and include:

Memorandum of Agreement. The Memorandum of Agreement expresses the terms in writing. Please sign and date the document where indicated.

Warranty Deed. The Deed is the written document that will convey Parcel No. 50 to the DOT&PF. Please sign the document in the presence of a Notary Public. DOT&PF will need a resolution from the city council that authorizes the acquisition and signature authority.

Purchase Voucher. The Purchase Voucher is needed to order payment. Please sign where indicated.

IRS Form W-9. The Internal Revenue Service requires that we report sale proceeds. To help us with that obligation, please include your Social Security Number or Tax Identification Number on the form and sign where indicated. A check cannot be issued without a Social Security Number or Tax Identification Number.

W-9 Substitution Form. The State of Alaska Administrative Services Division requires that we provide this form to allow them to process payments through their accounting system. Please provide your tax payer identification number and signature where indicated on the form. *Note:* This form should be filled out and signed in addition to the IRS W-9 form.

All liens, mortgages and encumbrances on the property must be released (title clearing) before we can complete the transaction. Once an agreement is reached for the purchase, you can expect to close the transaction and receive payment in 60 to 90 days. However, if title clearing is extremely complex, it may take longer. Owners whose properties are free and clear of encumbrances can expect to close the transaction and receive payment sooner.

Documents as noted need to be signed in the presence of a Notary Public and all documents need to be returned to HDL's office at your earliest convenience in the attached, stamped envelope. HDL has a Notary Public at our office in Palmer. Please call us for an appointment if that is convenient for you.

After review, if you find everything is order, please execute the enclosed documents and return them to us in the envelope provided. If we can provide additional information, please do not hesitate to call me at (907) 746-5230 or email me at dheier@hdlalaska.com. We look forward to working with you to make this project a success for you, DOT&PF, and the public.

Sincerely,

HDL Engineering Consultants, LLC.



David F. Heier
Senior Right of Way Agent

Attachments: As Stated
Acquiring Real Property for Federal and Federal-Aid Programs
Relocation Services for Residential Property
Appraisal, Parcel No. 50

cc: Matthew Walsh, Right of Way Agent, State of Alaska DOT&PF

CERTIFICATION

Name of Appraiser: Steve Carlson, MAI

I CERTIFY THAT:

Steve Carlson, MAI inspected the parcel on November 12, 2015. Jeff Carlson provided professional assistance. I limited his services to photography, basic research, general data gathering and the organization of report contents.

I have afforded each property owner the opportunity to accompany me at the time of my inspection of the property.

To the best of my knowledge and belief, the statements contained in this appraisal report are true and correct, and the information upon which my opinions are based is accurate, subject only to the assumptions and limiting conditions set out in the report.

My appraisal report is intended to be used by the State of Alaska Department of Transportation and Public Facilities in connection with an acquisition for the above-referenced project to be constructed with the assistance of federal funds.

This appraisal report has been made in conformity with applicable federal standards, State of Alaska statutes, regulations, policies, and procedures and with accepted industry practices applicable to valuation of lands for such purposes. To the best of my knowledge, all values that I have assigned to the property are compensable under the established law of the State of Alaska. Values assigned do not reflect a decrease or increase due to the proposed project.

Neither my employment nor my compensation for making this appraisal report are in any way contingent upon the reporting of a predetermined value that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event.

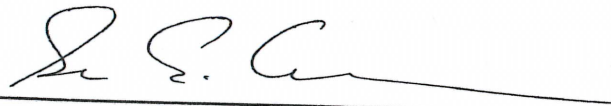
I have no direct, indirect, present, or prospective interest in the subject property; and I have no personal interest or bias with respect to the parties involved, nor will I benefit in any way from the acquisition of this property.

I have not revealed the findings and results of this report to anyone other than the proper officials of the Alaska Department of Transportation and Public Facilities, the Federal Highway Administration, or the Federal Aviation Administration, and I will not do so until so authorized by proper officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have performed no services as an appraiser or in any other capacity regarding the property that is the subject of this report with the three-year period immediately preceding acceptance of this assignment.

Based upon my independent, unbiased research and analysis, my professional opinion of market value is \$165,000 as of November 12, 2015.

November 20, 2015



Date

Steve Carlson, MAI
General Real Estate Appraiser (Cert. #231)



Matanuska-Susitna Borough



Legend

- Public Facilities**
 - Administrative
 - Animal Care
 - City Hall or Courthouse
 - Community or Senior Center
 - Correctional Facility
 - Landfill or Transfer Station
 - Recycling Center
 - Transfer Station/Recycling
 - Library
 - Medical
 - Post Office
 - Public Safety EMS
 - Public Safety Fire
 - Public Safety Fire/EMS
 - Public Safety Forestry
 - Public Safety Law Enforcement
 - School
- Streets**
 - Highway
 - Major Street
 - Medium Street
 - Minor Street
 - Primitive Road
 - Private Road
- Mat-Su Borough Boundary**
- Incorporated Cities**
- Parcels**
- Flood Zone**

1:7,085



Notes

THIS MAP IS NOT TO BE USED FOR NAVIGATION

This map is solely for informational purposes only. The Borough makes no express or implied warranties with respect to the character, function, or capabilities of the map or the suitability of the map for any particular purpose beyond those originally intended by the Borough. For information regarding the full disclaimer and policies related to acceptable uses of this map, please contact the Matanuska-Susitna Borough GIS Division at 907-861-7858.

0.2 0 0.11 0.22 Miles

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Reported on 09/06/2016 09:57 AM

© Matanuska-Susitna Borough

action memoranda



**City of Palmer
Action Memorandum No. 16-069**

Subject: Confirm the Mayor's Appointment of Allan Linn to the Airport Advisory Commission

Agenda of: September 27, 2016

Council Action: _____

Originator Information:

Originator: Mayor Johnson – via City Clerk

Date: September 13, 2016 **Requested agenda date:** September 27, 2016

Department Information √:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<u>X</u>	Finance	<u><i>E. Meene</i></u>	<u>9/21/19</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	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: \$ 50 per meeting

This legislation (√):

- Has no fiscal impact Creates a positive impact in the amount of: \$ _____
- Creates a negative impact in the amount of: \$ 600.00/year

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: *E. Meene*

Attachment(s):

➤ None

Summary Statement:

Currently there is one vacancy on the Airport Advisory Commission. Mr. Allan Linn has submitted his application and meets the code requirement for appointment. Mr. Linn will fill a seat with a term ending date October 31, 2018.

Administration Recommendation: Authorize Action Memorandum No. 16-069.

**City of Palmer
Action Memorandum No. 16-070**

Subject: Direct the City Clerk to Issue the Request for Proposals for the Professional Legal Services

Agenda of: September 27, 2016

Council Action: _____

Originator Information:


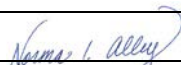
Originator: Mayor Johnson – via City Clerk

Date: September 13, 2016 **Requested agenda date:** September 27, 2016

Department Information √:

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

Approved for presentation by:

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

- Request for Proposals
- Professional Services Agreement
- Reference Questionnaire

Summary Statement:

On December 13, 2011, the City Council awarded a contract to Wohlforth, Brecht, Cartledge and Brookings.

On January 28, 2014, City Council approved Action Memorandum No. 14-012 extending the contract to December 31, 2014.

On January 13, 2015, City Council approved Action Memorandum No. 15-001 extending the contract to December 31, 2015.

On October 27, 2015, City Council approved Action Memorandum No. 15-087 extending the agreement to December 31, 2016 and execute a Novation Agreement assigning it to Jermain Dunnagan & Owens, P.C.

Action Memorandum No. 16-070 directs the City Clerk to issue an RFP for legal services with the intent of awarding a contract prior to the December 31, 2016, deadline.

Administration Recommendation: Authorize Action Memorandum No. 16-070.



CITY OF PALMER

231 West Evergreen Avenue Palmer,
Alaska 99645
Phone (907) 745-3271 • Fax (907) 745-0930
www.cityofpalmer.org

REQUEST FOR PROPOSALS

**The City of Palmer is soliciting proposals
for General Counsel Legal Services.**

**RELEASE DATE:
SEPTEMBER 28, 2016**

**DEADLINE FOR SUBMISSION AND OPENING DATE AND TIME:
OCTOBER 25, 2016, 2:00 pm**

Use this page as the first page of the proposal.

Response By:

Attorney/Firm Name: _____ Contact Person: _____

Address _____

Telephone () _____ Fax () _____

E-mail Address _____

I have read, understand, and agree to all terms and conditions herein.

Signed _____ Date: _____

Print Name and Title _____

I. OVERVIEW OF REQUESTED SERVICES

The City of Palmer (**city**), a first-class, home-rule municipality, population approximately 6,100, is seeking proposals for general counsel legal services. It is the intention of the city through this solicitation to enter into a contract with a general counsel that will serve the city council, city manager, city clerk, and city staff in various capacities. The city reserves the right to enter into contracts with attorneys other than the general counsel should the council so choose from time to time. Proposals are invited from any qualified State of Alaska licensed attorney-at-law or law firm. Attorneys/Firms (**proposers**) must be qualified to represent the city in all State of Alaska Courts and the U.S. District Court for the District of Alaska.

II. SCOPE OF SERVICES, TERM, AND QUALIFICATIONS

It is the intention of the city to enter into an agreement under which a qualified proposer will provide general counsel legal services on behalf of the city at a fixed hourly rate. The FY 2016 budgeted amount for legal services for the city was approximately \$160,000.00. This includes amounts for general counsel services and also for other legal services.

- A. SCOPE OF SERVICES. Proposer is expected to provide the city with general counsel legal services, to include the following:
 - 1. Serve as the legal advisor of and be responsible to the city council, and advise the city manager and city clerk concerning matters affecting city administration, as well as perform other duties as may be prescribed by the city council.
 - 2. Prepare legal documents such as ordinances, resolutions, contracts, conveyances, etc., and legal opinions as needed. Provide limited representation in court, negotiate on the city's behalf and handle other legal matters that may arise.
 - 3. Be readily available for consultation by the city council, city manager, city clerk, and city staff.
 - 4. Draft opinion letters regarding, among other subjects, the interpretation of the city code and charter, state and federal laws, and policies.
 - 5. Perform other such duties as may be prescribed for the city attorney by ordinance or by direction of the city council, city manager, and/or city clerk.
 - 6. Must work effectively with the city council, city manager, city clerk, and city staff, and also with other public agencies with which the city has legal relations.
 - 7. The city attorney is expected to attend at least two city council meetings per month in person.
- B. TERM. The term of the professional services agreement is two years, with three one-year options unilaterally available to the city. The agreement may be terminated at the convenience of the city at any time.
- C. QUALIFICATIONS
 - 1. The proposer (or primary attorney for the city in a firm—see III.B.1. below) must be a member in good standing of the State of Alaska Bar Association and be qualified to represent the city in all State of Alaska Courts and the U.S. District Court for the District of Alaska.
 - 2. The proposer (or primary attorney for the city in a firm) should have at least five years professional experience as legal counsel for an entity such as an Alaska city, municipality, or borough.
 - 3. The proposer (or primary attorney for the city in a firm) should be experienced and proficient in legal matters affecting the city, to include without limitation, Alaska municipal law including AS 29, city charter and code, Matanuska-Susitna Borough Code, other applicable State of Alaska law and federal law.

III. RESPONSE TO RFP.

To achieve a uniform review process and obtain a reasonable degree of comparability, a proposer should submit a Response to RFP following the below contents, which must not exceed fifteen (15) pages in length, double spaced, including Page 1 of this RFP and the Letter of Transmittal. In page 1 of this RFP, provide the name, address, phone number, fax number, website URL of the proposer, together with the name of the person who the city clerk may contact in regard to the RFP. Detail each of the following points in your Proposal:

- A. Letter of Transmittal (limited to one page).
 - 1. Briefly state proposer's understanding of the services to be performed and make a positive commitment to provide the services as specified.
 - 2. Statement confirming the primary attorney expects to be available to perform legal services for the City for five years.
 - 3. Give the name(s) of the person(s) who are authorized to make representations for proposer, their titles and telephone numbers.
 - 4. **The letter must be signed by an individual who has the authority to bind the proposer.**
- B. Statement of Qualifications.
 - 1. Statement of Qualifications of the attorney who will be the primary attorney for the city and who will attend council meetings.
 - 2. Statement of Qualifications of other attorneys, if any, who will support the primary attorney. These attorneys may be in the same firm or available under other arrangement.

The Statement of Qualifications should address the municipal experience, other applicable legal experience, and education of the attorney(s) in III.B.1. and III.B.2. List municipal law cases handled by the primary attorney and supporting attorneys and whether the attorney's clients were the prevailing party or not. In particular, identify and describe the experience over the last five years and the level of expertise in the following areas:

- a. Attendance at council/assembly meetings and related legal issues;
 - b. Issues facing the city;
 - c. Ordinance drafting;
 - d. Zoning and land use regulation;
 - e. Ordinance enforcement;
 - f. Municipal sales tax law and enforcement;
 - g. Public employment labor law;
 - h. Municipal purchasing and contracts;
 - i. Police liability;
 - j. Acquisition and disposition of public property; and
 - k. Intergovernmental issues with State and Federal agencies.
- C. Conflicts. List all matters and/or cases where the proposer currently represents an individual or entity with interests potentially adverse to the city, to include without limitation, the Matanuska-Susitna Borough, City of Wasilla, Matanuska-Susitna Borough School District, State of Alaska, University of Alaska, Mat-Su Regional Medical Center, and Alaska Railroad Corporation, etc. Describe the scope of the representation and nature of the conflict.
 - D. Availability. Specify how available the primary attorney will be to the city. State whether the city will be primary attorney's main client or one of several or one of many. State the current workload of the primary attorney and how that attorney intends to accommodate the city's work. State the location of the office from which the primary attorney will serve the city.
 - E. Disclosure. Disclose any alleged significant prior or ongoing contract failures, contract breaches, any

civil or criminal litigation or Bar Association investigation which involve the proposer as a party or in which the proposer has been judged guilty or liable or sanctioned. This is a mandatory disclosure.

F. Cost. Proposals must state the following cost information:

1. An hourly cost for services to be provided.
2. Travel time cost, if any, including:
 - (a) Cost per hour of travel.
 - (b) Round trip travel time for one meeting located at Palmer City Hall, 231 W. Evergreen Avenue, Palmer, Alaska.
3. Total annual cost to the city for 600 hours of legal services plus attendance at twenty-four four-hour council meetings and ten two-hour consultation meetings at City Hall. This cost is for purposes of comparison and is not a representation of actual legal services to be provided.

Attorney Fees:

Hourly Fee	Description	Total Fee
	600 Hours of Legal Services	\$
	24 Four-Hour Council Meetings	\$
	10 Two-Hour Consultations at City	\$
	10 Travel Time To and From City	\$
	50 Hours of Paralegal Services	\$
	Grand Total:	\$

See Section 5(A) of the Agreement that limits travel time fees. Incidentally, the Section also limits paralegal fees.

- G. Municipal experience. List all municipalities for which the proposer has performed legal services in the last five years. Provide a short description of the services, the date performed, and the municipal contact person.
- H. References. Provide a minimum of five (5) references from similar clients, to include local government, state and/or private clients, for whom the proposer has performed legal services within the last three years. **Proposers are required to provide Attachment B, Reference Questionnaire, to the references they list. The references must submit the Reference Form directly to the Palmer city clerk by October 25, 2016.** It is the proposer’s responsibility to ensure that the completed forms are received by the city clerk on or before the proposal submission deadline for inclusion in the evaluation process. References that are not received, or are not complete, may affect the proposer’s evaluation score. The city may contact any or all references for validation of information submitted and other information.
- I. Local Preference. Does the primary attorney have a law office in the City (please provide a City Business License Number), live in the City, or within five (5) miles of City limits. Please provide proof of residency.

IV. PROPOSAL EVALUATION AND AWARD PROCESS

A. Proposals will be evaluated and scored on a 100 point scale based upon the following criteria.

- | | | |
|-------------------------------------|----|--|
| Qualifications of Primary Attorney: | 30 | Based on criteria in III.B., better qualifications--higher score |
| Qualifications of Other Attorneys: | 5 | Based on criteria in III.B., better qualifications--higher score |
| Conflicts (may exclude proposer): | 7 | Based on III.C., more/greater conflicts—lower score |

Availability:	7	Based on III.D., more available—higher score
Disclosure (may exclude proposer):	7	Based on III.E., negative disclosures—lower score
Cost:	20	Based on III.F., lower cost--higher score
Local Preference:	<u>4</u>	Based on III.I, full points awarded if local
Subtotal for initial selection:	80	
Council interview	<u>20</u>	Better demonstration of qualifications and ease of understanding for Council—higher score

Grand Total: 100

Proposals will be kept confidential until a contract is awarded, subject to law.

- B. The city may contact the references provided by the proposer; contact any proposer to clarify a response; contact current and/or prior clients; solicit information from any available source concerning any aspect of a proposal; and see and review any other information deemed pertinent to the evaluation process.
- C. After the proposals are received a panel of three (3) people will initially evaluate and score the proposals, select the top two to five proposals, and submit them to the council for review and interviews. The council will then review selected proposals and interview the selected proposers, provided the council may also review any or all non-selected proposals and interview any or all non-selected proposers. The council may re-evaluate and re-score any or all of the proposals.
- D. At the conclusion of proposal evaluations and interviews, the city council will determine its choice of the highest rated proposer. Any award is contingent upon the successful negotiation of final contract terms and upon approval by the city council. Negotiations shall be confidential and not subject to disclosure to competing proposers unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the city upon written notice to all selected proposers may negotiate a contract with the next highest scoring proposer or proposers or withdraw the RFP.

V. SUBMITTAL INSTRUCTIONS

A. RFP TIMELINE

TASK	DATE/TIME
Deadline for submission and opening of proposals	10/25/16 at 2:00 p.m.
Initial evaluation period	10/25/16 to 10/28/16
Selection for interview with City Council	10/31/16
Council interview of selected proposers	11/2/16 to 11/22/16
Selection of attorney/firm	11/22/16 or later
Commencement of services	1/1/2017

NOTE: These dates represent a tentative schedule of events. The city reserves the right to modify these dates at any time, with appropriate notice to applicable proposers.

B. Proposers shall submit one (1) original proposal marked "MASTER" and twelve (12) identical copies to: Norma I. Alley, City Clerk, City of Palmer, 231 W. Evergreen Avenue, Palmer, AK 99645.

C. Proposals shall be clearly labeled in a sealed envelope or box as follows:

REQUEST FOR PROPOSAL: Legal Counsel Services

Proposal opening date: October 25, 2016

D. Proposals must be received at the above-reference address no later than 2:00 pm on October 25, 2016. Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Proposers may submit their proposal at any time prior to the above stated deadline. Facsimile, email or telephone proposals will NOT be considered.

E. Proposals may be modified by facsimile, email or written notice, provided such notice is received prior to the opening of the proposals. Proposers may transmit proposal modifications by facsimile or email at their own risk. Only changes in cost information (reduce or increase fee by \$X; reduce or increase total annual cost by \$Y) may be submitted by facsimile or email; do not send actual cost data via facsimile or email. The city will not be responsible for any error or failure in facsimile or email transmission or receipt.

F. For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined in this RFP, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.

G. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the RFP requirements, and on complete and clear content.

H. The proposal must be signed by the individual legally authorized to bind the proposer.

VI. GENERAL TERMS, CONDITIONS AND EXCEPTIONS

A. Performance of the proposer may be rated semi-annually for the first year following contract award and then annually for the term of the contract by the city council.

B. The city reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the city to do so.

C. The city reserves the right to waive informalities and minor irregularities in proposals received.

D. The city reserves the right to reject any or all proposals received prior to contract award.

E. The city shall not be obligated to accept the lowest priced proposal, but may make an award in the best interests of the city after all factors have been evaluated.

F. Alterations, modifications or variations to a proposal may not be considered unless authorized by the

RFP or by addendum or amendment.

- G. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered. Proposers transmit proposal withdrawals by facsimile at their own risk. The city will not be responsible for any error or failure in facsimile transmission or receipt.
- H. Prices offered by proposers in their proposals are an irrevocable offer for the term of the contract, provided that the proposer may increase its hourly fee \$5 per year for each one-year extension the city chooses to exercise. The awarded proposer agrees to provide the services at the costs, rates and fees as set forth in its proposal in response to this RFP (plus any applicable \$5 per year increase noted above). No other costs, rates or fees shall be payable to the awarded proposer for implementation of their proposal.
- I. The city will not be liable for any costs incurred by a proposer to prepare its proposal. Costs to develop the proposals and any other such expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer and shall not be reimbursed in any manner by the city.
- J. All proposals submitted become the property of the city and will be returned only at the city's option and at the proposer's request and expense. The master copy of each proposal shall be retained for official files and will become public record after the award of the contract.
- K. The city will not be liable for federal, state or local excise taxes.
- L. Proposer's response to this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment A professional-services- agreement form and all terms and conditions therein, except such terms and conditions that the proposer expressly excludes, which must be written in ***bold, italicized, and underscored font***. Exceptions will be taken into consideration as part of the evaluation process.
- M. The city reserves the right to negotiate final contract terms with any proposer selected. The contract between the parties will consist of the RFP, including the professional services agreement form, together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the city during the evaluation and negotiation process.
- N. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the city in evaluation of the proposal. Any proposer misrepresentation may be treated as fraudulent concealment from the city of the true facts relating to the proposal.
- O. The city reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, Bar sanctions and reprimands, employment histories and reputation in the legal and business communities. By submitting a proposal to the city, the proposer consents to such an inquiry.
- P. All interested and qualified proposers will be considered, but not every proposer need be interviewed.
- Q. The city is an equal opportunity employer and complies with Title I of the American with Disabilities Act. Proposers who need accommodation to respond to this RFP may call the city clerk at 907-761-1301.

Attachment A: City of Palmer professional services agreement form.

Attachment B: Reference Questionnaire.

(End of RFP)

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement made and entered into this _____ day of _____, 2017, by and between the City of Palmer, an Alaska municipal corporation (the City), and _____ (Attorney).

Section 1. Engaged Employment of Attorney

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

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

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

Section 3. Scope of Services

Attorney agrees to perform the following services for the City.

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

Section 4. Time of Performance

The services of the Attorney shall commence on January 1, 2017, for a term of two years, with three one-year extension options unilaterally available to the City. The period of performance may be extended for additional periods beyond five years only by the mutual written agreement of the parties. The agreement may be terminated at the convenience of the City at any time.

Section 5. Compensation

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

Section 6. Method and Time of Payment

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

Section 7. Termination of Agreement for Cause

If, through any cause, the Attorney shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Attorney shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Attorney of such termination and specifying the effective date thereof, at least five (5) days before the effective date of

such termination. All finished or unfinished documents, data, studies, surveys and reports or other material (to include without limitation data and information kept on computer, disk, video, tape, etc.) prepared by the Attorney arising out of or connected with this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination or upon request. The Attorney shall be entitled to receive compensation in accordance with the payment provisions of Section 5. Compensation of this Agreement only for work completed to the City's satisfaction in accordance with Section 5. Compensation of this Agreement and the other terms of this Agreement.

Section 8. Termination for Convenience of City

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

Section 9. Causes Beyond Control

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

Section 10. Modifications

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

Section 11. Equal Employment Opportunity

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

Section 12. Interest of Members of City and Others

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

Section 13. Non-Assignability

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

Section 14. Interest of Attorney

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

Section 15. Findings Confidential

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

Section 16. Officials Not to Benefit

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

Section 17. Publication, Reproduction and Use of Materials

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

Section 18. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of Attorney's records with respect to all matters covered by this Agreement and Attorney will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. Except in case of emergency, Attorney must make such records available upon five (5) day's notice. In case of emergency, Attorney must make such records available immediately upon request. In performing such audits and investigations, the City and its representatives shall not unduly interfere with the ability of Attorney to perform his duties under this Agreement.

Section 19. Jurisdiction; Choice of Law

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

Section 20. Non-Waiver

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

Section 21. Permits, Laws and Taxes

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

Section 22. Relationship of the Parties

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

Section 23. Administration of this Agreement

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

Section 24. Integration

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

Section 25. City Held Harmless

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

error or omission of the Attorney or any sub-Attorney as a result of the Attorney's or any sub-Attorney's performance pursuant to this Agreement.

Section 26. Interpretation and Enforcement

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

Section 27. Attorney Insurance

- (A) The Attorney will maintain during the course of the contract attorney's errors and omissions insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 aggregate, with a deductible no greater than \$25,000. In addition, the policy is a claims-made policy; the Attorney must maintain such policy of insurance after the termination of the contract for a period of six years or alternatively obtain an extended reporting endorsement (tail coverage) for six years after the termination providing the same coverage, or a combination of the two. Attorney shall annually provide the City with a certificate of insurance for errors and omissions insurance from attorney's insurance company showing the then-current coverage limits (including extended reporting endorsement, if applicable).
- (B) The Attorney will, at its own expense, secure and maintain and will file with the City the following proper and acceptable insurance coverage, including defense and indemnification of the City. The insurance coverage will be secured with an insurance company acceptable to the City.
 - (1) Crime Insurance Coverage: Limit \$1,000,000 endorsed to include third party coverage for the City of Palmer.
 - (2) Comprehensive General Liability or Commercial General Liability Coverage: Limit \$1,000,000 per claim and \$2,000,000 aggregate Bodily Injury and Property Damage, combined Single Limit. Coverage to include:
 - Premises Operation
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual
 - Broad Form Property Damage
 - Personal Injury with Exclusion "C" deleted
 - (3) Professional Liability: Limit \$2,000,000.
 - (4) Worker's Compensation Insurance in compliance with the laws of the state of Alaska, AS 23.30, et. seq., and federal jurisdiction where the work is being performed, covering all employees engaged in the performance of the work specified in this Agreement. Employer's liability limits shall be: \$100,000 each accident; \$500,000 disease--policy limit; and \$100,000 disease--each employee.
 - (5) Comprehensive Automobile Liability: Limit \$1,000,000 Bodily Injury and Property Damage, Combined Single Limit. Coverage to include all vehicles driven by employees engaged in the performance of the work specified in this Agreement.

- (6) Unemployment Insurance by payment of employment security taxes for all employees hired by the Attorney to work on this project. In the event of the Attorney's failure to pay such taxes, the City will withhold an amount sufficient to pay such taxes from any payments owed to the Attorney by the City. The City also reserves the right to contact the Alaska State Department of Labor, in order to determine whether unemployment security taxes have been paid by the Attorney. The City further reserves the right to withhold that portion of employment security taxes owed to any employees pending notification of the Attorney's unemployment security tax clearance from the Alaska State Department of Labor.
- (7) Cyber Liability: Limit \$1,000,000 endorsed to include third party coverage for the City of Palmer.
- (C) A lapse in insurance coverage is a material breach of this Agreement, which may result in immediate termination of the Agreement, pursuant to Section 7. Termination of Agreement for Cause.
- (D) Each policy of insurance required by this section shall provide for no less than 30 days' advance notice to the City prior to cancellation. Each policy (other than for worker's compensation) shall name the City as an additional insured. Each policy shall be endorsed to waive all rights of subrogation against the City by reason of any payment made for claims under the above coverage. Attorney's insurance coverage shall be primary to any coverage carried by the City, which may cover the work specified in this Agreement. Attorney's insurance carrier must be an admitted carrier in the State of Alaska or must be **best rated A+7** or better.

Section 28. Understanding

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

Section 29. Severability

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

Section 30. Compliance with Law

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

Section 31. Notices

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

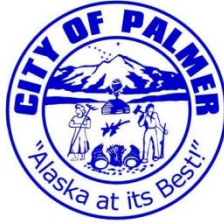
City: City Manager
City of Palmer
231 W. Evergreen Ave.
Palmer, AK 99645

Attorney:

CITY OF PALMER

ATTORNEY:

Nathan E. Wallace, City Manager



CITY OF PALMER

231 West Evergreen Avenue
Palmer, Alaska 99645
Phone (907) 745-3271
Fax (907) 745-0930
www.cityofpalmer.org

REFERENCE QUESTIONNAIRE FOR:

(Name of attorney or law firm requesting reference)

Regarding City of Palmer Request for Proposals for General Counsel Legal Services

This form is being submitted to you for completion as a reference for the attorney or law firm listed above. Please return this form to Norma I. Alley, City Clerk, at the above address but marked "Confidential", **no later than October 25, 2016 at 2 p.m.** The completed form **must not** be returned to the attorney or firm requesting the reference. Thank you.

CONFIDENTIAL INFORMATION WHEN COMPLETED

Company providing reference:	
Contact name and title/position:	
Contact telephone number:	
Contact email:	

QUESTIONS

1. In what capacity have you worked with this attorney or law firm in the past?

2. How would you rate this attorney's or law firm's knowledge and experience? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

3. How would you rate this attorney's or law firm's responsiveness to timelines? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

4. What is your level of satisfaction with written materials produced by the attorney or law firm? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

5. How would you rate the dynamics/interaction between the attorney or firm and your staff? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)
Comments:

6. Who were the firm's principal attorneys involved in your project and how would you rate them individually? _____
(3=Excellent; 2=Satisfactory; 1= Unsatisfactory)

Name: _____

Rating: _____

Name: _____

Rating: _____

Name: _____

Rating: _____

Name: _____

Rating: _____

Comments:

7. With which aspect(s) of this attorney or law firm's services are you most satisfied?

Comments:

8. With which aspect(s) of this attorney or firm's services were you least satisfied?

Comments:

9. Would you recommend this attorney or firm's services to your organization again?

Comments: