

Mayor Edna B. DeVries  
Deputy Mayor Linda Combs  
Council Member Richard Best  
Council Member Steve Carrington  
Council Member David Fuller  
Council Member Brad Hanson  
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, November 22, 2016**  
City Council Chambers  
231 W. Evergreen Avenue, Palmer  
[www.cityofpalmer.org](http://www.cityofpalmer.org)

## Agenda

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Agenda
  - 1. Approval of Consent Agenda
  - 2. Approval of Minutes of Previous Meetings
    - a. September 27, 2016, Meeting .....Page 5
    - b. October 3, 2016, Joint City Council and BED Meeting .....Page 13
- E. Communication and Appearance Requests
  - 1. Special Presentation of Proclamation to Charter Academy for the Blue Ribbon Award  
.....Page 17
- F. Reports
  - 1. City Manager's Report.....Page 19
  - 2. City Clerk's Report
  - 3. Mayor's Report.....Page 23
  - 4. City Attorney's Report
- G. Audience Participation
- H. Action Memoranda
  - 1. **Action Memorandum No. 16-081:** Authorize the City Manager to Negotiate and Execute a 10 Year Contract Amendment with Subsequent Automatic Renewals with Matanuska Telephone Association Continuing the Lease of the Bailey Hill Communications Tower and Antenna Site.....Page 25
  - 2. **Action Memorandum No. 16-084:** Authorize the City Manager to Negotiate and Execute Amendment Number 6 to the Professional Services Agreement with HDL Engineering Consultants for an Amount Not to Exceed \$118,595.00 for Preliminary Engineering Design Services for the Bogard Road Booster Station and Site Preparation Project .....Page 35
  - 3. **Action Memorandum No. 16-085:** Approval to Cancel the December 27, 2016, Regular Council Meeting .....Page 49
- I. New Business
- J. Record of Items Placed on the Table

K. Audience Participation

L. Council Member Comments

M. Adjournment

**Tentative 2016 Palmer City Council Meetings:**

<b>Meeting Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Notes</b>
<b>November 29</b>	Special	6 pm	2017 Budget
<b>December 6</b>	Special	6 pm	2017 Budget
<b>December 13</b>	Special	6 pm	2017 Budget
<b>December 13</b>	Regular	7 pm	Budget Adoption
<b>December 27</b>	Regular	7 pm	Potentially CANCEL

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on September 27, 2016, at 7:00 pm in the council chambers, Palmer, Alaska.

Mayor Johnson called the meeting to order at 7:01 pm.

**B. ROLL CALL**

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

Richard Best	Brad Hanson
Steve Carrington	DeLena Johnson
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 – participated telephonically

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mr. John Lee.

**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 \$35,925
2. Minutes of Previous Meetings
  - a. September 13, 2016, Regular Meeting

**Main Motion: To approve minutes and agenda as amended**

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

**Primary Amendment #1: Move Item D.1.a. Action Memorandum No. 16-064 to position K.1. New Business**

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

**E. COMMUNICATION AND APPEARANCE REQUESTS**

**F. REPORTS**

**Item 1 – City Manager’s Report**

City Manager Nathan Wallace:

- Highlighted his written report; and
- Provided an update on the award of the Dispatch Services RFP.

**Item 2 – City Clerk’s Report**

City Clerk Norma Alley:

- Provided an update on the upcoming election; and
- Addressed the upcoming meeting schedule.

**Item 3 – Mayor’s Report**

Mayor Johnson:

- Spoke to Sean Parnell’s attendance at the October 3, Special Council Meeting;
- Commented on her participation in the Community Health Needs Update, to assess health needs across the valley, and encouraged continued participation by the Council;
- Spoke to attendance of the Mayor’s & Manager’s meeting; and
- Commented on an e-mail conversation addressing Palmer Municipal Code and concealed carry.

**Item 4 – City Attorney’s Report**

Michael Gatti:

- Spoke to the clean-up of Bonanza Street.

**G. AUDIENCE PARTICIPATION**

John Lee, Airport Advisory Commission Chair:

- Advocated for the appointment of Allan Linn to the Airport Advisory Board; and
- Spoke to the need for more review of the Airport Master Plan.

Eugene Carl Haberman:

- Requested the City provide more opportunity for the people to be heard and to attend City Council meetings.

## H. PUBLIC HEARINGS

**Item 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)

Mayor Johnson opened the public hearing. Seeing no one come forward, the public hearing was closed.

### **Main Motion: To approve Ordinance No. 16-007 as amended**

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

**Primary Amendment #1: To Change Section 10.04.130 Utility Connections to Vehicles Prohibited Item A. No person shall permit, cause, or allow any electrical, water, sewer, 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.**

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

**Item 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)

Mayor Johnson opened the public hearing.

Eugene Carl Haberman:

- Recommended Resolution No. 16-027 be brought before the Planning & Zoning Commission and to a public hearing before going to a vote by the Council; and
- Pointed out the need for the mayor to ask the Council if there are any objections before closing a public hearing.

Mayor Johnson closed the public hearing. Deputy Mayor Hanson requested a staff report.

City Manager Wallace provided general background concerning the property and fielded questions from the council addressing the following:

- The possibility of the State of Alaska providing an incentive in order for the City to sell the property;

- The history behind the initial purchase, including any penalty imposed; and
- The difference between the original purchase price of the property and the amount being offered by the State of Alaska.

**Main Motion: To approve Resolution No. 16-027**

Moved by:	Combs
Seconded by:	Carrington
Action:	Postponed to October 11, 2016, meeting.
In favor:	
Opposed:	

**Primary Amendment #1: To postpone in order to hold a second public hearing**

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

Council Member Carrington requested information concerning the 2005 Property Assessment be included in the information to be provided for the next meeting.

**I. ACTION MEMORANDA**

**Item 1 – Action Memorandum No. 16-069:** Confirm the Mayor’s Nomination of Allan Linn to the Airport Advisory Board

**Main Motion: To authorize Action Memorandum No. 16-069**

Moved by:	Hanson
Seconded by:	DeVries
Action:	Postponed to October 11, 2016, meeting.
In favor:	
Opposed:	

**Primary Amendment #1: To postpone to the next available meeting**

Moved by:	Best
Seconded by:	Carrington
Action:	Motion carried by unanimous voice vote.
In favor:	Best, Carrington, Combs, DeVries, Johnson, LaFrance
Opposed:	Hanson

**Item 2 – Action Memorandum No. 16-070:** Direct the City Clerk to Issue the RFP for the Professional Legal Services

City Attorney Gatti disconnected from the meeting at this time. Clarification of the Request for Proposal process was provided by the City Clerk and City Manager.

**Main Motion: To authorize Action Memorandum No. 16-070 as amended**

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

**Primary Amendment #1: To amend Section II. Item A. 7. to read: The city attorney or designee is ~~expected~~ required to attend scheduled at least two city council meetings; unless excused by city council. ~~per month in person.~~**

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

**Primary Amendment #2: To remove from Section III. Item F. 3. ~~Incidentally, the Section also limits paralegal fees.~~ and to correct Section IV. Item C. to read: all non-selected proposers ~~proposers~~**

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

Council Member Carrington called for the question. Council Member Combs seconded the call.

**J. UNFINISHED BUSINESS**

**K. NEW BUSINESS**

City Attorney Gatti reconnected to the meeting.

The following item was moved from the Consent Agenda.

**Item 1 - 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 \$35,925

**Main Motion: To authorize Action Memorandum No. 16-064 as amended**

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

Director Sandra Garley fielded questions from the Council concerning the Request for Proposal.

**Primary Amendment #1: To change title to read: Authorizing the City Manager to Negotiate and 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.**

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

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

**M. AUDIENCE PARTICIPATION**

Eugene Carl Haberman:

- Requested the council be asked if there are any objections before the close of public hearings;
- Spoke to the need for two additional public hearings on Resolution No. 16-027; and
- Encouraged the Council to select an individual attorney and not a firm to handle professional legal services.

**N. COUNCIL MEMBER COMMENTS**

Council Member DeVries:

- Expressed appreciation for the improvements completed on Bonanza Street.

Council Member Combs:

- Shared her goal for Palmer to be known as having the highest voter participation in the municipal elections within the borough;
- Urged everyone to turn out to vote; and
- Reminded everyone about Early Voting.

Deputy Mayor Hanson:

- Expressed appreciation to Mr. Linn for his past service and future service.

Council Member Best:

- Thanked Mr. Linn for his service; and
- Requested the boards and commissions be reviewed to see if their current composition meets the code requirements concerning residency.

Council Member LaFrance:

- Provided an update on the Thursday Night Run Series; and
- Thanked Mayor Johnson for her service to the City of Palmer.

Council Member Carrington:

- Thanked Mr. Linn for his service; and
- Expressed satisfaction at the revision to the Professional Legal Services Request for Proposal.



Mayor Johnson:

- Shared it was a pleasure to serve with everyone.

## O. EXECUTIVE SESSION

**Item 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)

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

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

The Council entered into Executive Session at 9:18 pm and exited at 9:40 pm.

Upon exiting the Executive Session, the following motions were made.

**Main Motion: To remove the City Clerk from probationary status**

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

**Main Motion: To show a vote of confidence for the City Clerk**

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

## P. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:42 pm.

**Approved this 22nd day of November, 2016.**

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

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



**A. CALL TO ORDER**

A special meeting of the Palmer City Council was held on October 3, 2016, at 6 pm in the council chambers, Palmer, Alaska.

Mayor Johnson called the meeting to order at 6:04 pm.

**B. ROLL CALL**

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

Richard Best	DeLena Johnson
Linda Combs	Peter LaFrance
Edna DeVries	

Council Members Hanson and Carrington were absent and excused.

Comprising a quorum of the Board of Economic Development, the following were present:

LaMarr Anderson	Dusty Silva
Christopher Chappel	Ariel Talen-Keller
Tendra Nicodemus	Lorie Koppenberg – arrived at 6:52 pm

Also in attendance were the following:

Nathan Wallace, City Manager  
Sandra Garley, Community Development Director  
Norma I. Alley, MMC, City Clerk  
Bernadette Packa, Deputy City Clerk  
Michael Gatti, City Attorney – participated telephonically

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Board of Economic Development Chair LaMarr Anderson.

**D. COMMUNICATION AND APPEARANCE REQUESTS**

**E. AUDIENCE PARTICIPATION**

**F. NEW BUSINESS**

Mayor Johnson expressed appreciation to the Board of Economic Development (BED) members for their service and invited Board of Economic Development Chair LaMarr Anderson to speak

on the development of and purpose behind the joint meeting.

Chair Anderson spoke to the recently instituted process of inviting community leaders and business leaders to speak at BED meetings to share their ideas for encouraging economic development for the City of Palmer. He additionally provided highlights of projects in progress, including a Snow Removal Policy, Walkable Map, and a Junk/Trash Ordinance.

**Item 1 – Committee of the Whole: Discussion on Potential Economic Development for the City of Palmer with Special Guest Governor Sean Parnell**

**Main Motion: To enter into a Committee of the Whole to Discuss Potential Economic Development for the City of Palmer with Special Guest Governor Sean Parnell**

Moved by:	Combs
Seconded by:	DeVries
Action:	Motion carried unanimously.
In favor:	Best, Combs, DeVries, Johnson, LaFrance, Anderson, Chappel, Nicodemus, Silva, Talen-Keller
Opposed:	None

The Council entered into a Committee of the Whole at 6:14 pm and exited at 7:21 pm.

Items of discussion included:

- The Entrepreneurial Nature of the City of Palmer;
- The Possibility of Filing City Sales Tax On-line;
- The State Issued Certificate of Need Addressing Skilled Nursing Beds;
- The Need for Affordable Senior Living;
- The Potential Investment in the Mat-Su Port by Private Industry and a Potential Railroad Spur;
- The Provision of Expeditious Permitting and Licensing;
- The Review of Lands Utilization;
- The Need for More Office Space to Attract More Businesses to the Area; and
- The Addition of a Frequently Asked Questions Section for New Business Owners to the City Website.

**G. COMMISSION AND COUNCIL MEMBER COMMENTS**

Planning & Zoning Commissioner Nicodemus:

- Expressed appreciation for everyone's time.

Planning & Zoning Commissioner Talen-Keller:

- Thanked everyone for their time; and
- Thanked former Governor Parnell for his attendance.

Council Member Combs:

- Reminded everyone about the Food Drive and challenged the Council to participate; and
- Encouraged everyone to vote in the October 4, 2016 election.

Planning & Zoning Commissioner Silva:



- Expressed appreciation to former Governor Parnell for his meeting attendance and the ideas he shared on the need for more office space in the City of Palmer.

Council Member DeVries:

- Thanked former Governor Parnell for his attendance; and
- Expressed interest in receiving his advice over the next three years.

Planning & Zoning Commissioner Chappel:

- Expressed appreciation to former Governor Parnell for the ideas he shared.

Council Member LaFrance:

- Provided an update on the local races and invited everyone to participate.

Planning & Zoning Commissioner Koppenberg:

- Expressed appreciation to former Governor Parnell for his insights.

Council Member Best:

- Thanked the former Governor for attending the meeting; and
- Reminded everyone of the Colony Christmas Parade on December 10, 2016.

Planning & Zoning Chair Anderson:

- Thanked former Governor Parnell for his attendance; and
- Commented on the value of inviting special guest speakers to the BED meetings and encouraged the Council to attend such future meetings; and
- Proposed another joint meeting be held soon.

Mayor Johnson:

- Thanked all the board members and council members for their attendance;
- Touched on new office buildings currently under construction in the City of Palmer; and
- Spoke to local businesses giving back to the community.

## H. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 7:29 pm.

**Approved this 22<sup>nd</sup> day of November, 2016.**

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

\_\_\_\_\_  
Edna DeVries, Mayor

  
\_\_\_\_\_  
Sandra Garley, Community Development Director

  
\_\_\_\_\_  
LaMarr Anderson, BED Chairman



**City of Palmer Proclamation**

**Recognition of Academy Charter School  
as a  
2016 National Blue Ribbon Exemplary High Performing School**

**Whereas**, In recognition of its outstanding commitment to education, Academy Charter School was named a **2016 National Blue Ribbon Exemplary School** by the National Blue Ribbon Schools program; and

**Whereas**, Academy Charter School was cited for its strong commitment to excellence in education and learning through its exceptional teaching and energetic staff; and

**Whereas**, Academy Charter School is one among 279 public and 50 private schools nationally and one of 3 Alaska schools to receive this honor in 2016; and

**Whereas**, The Academy Charter School motto, "Preparing Students for Success," has proven successful in their school community which is further justified by winning the Blue Ribbon Award; and

**NOW, THEREFORE, BE IT RESOLVED**, That the City Council of the City of Palmer congratulates the quality of teamwork demonstrated by the staff, students and parent volunteers of Academy Charter School, which has allowed them to celebrate this Blue Ribbon award, the most prestigious education award in the nation; and

**BE IT FURTHER RESOLVED**, That the City Council of the City of Palmer, does hereby join with the citizens of Palmer to commend Academy Charter School's rigorous efforts to provide quality education, strong leadership, parental participation, and significant progress in achieving high academic standards.

Signed this 25<sup>th</sup> day of October 2016.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date





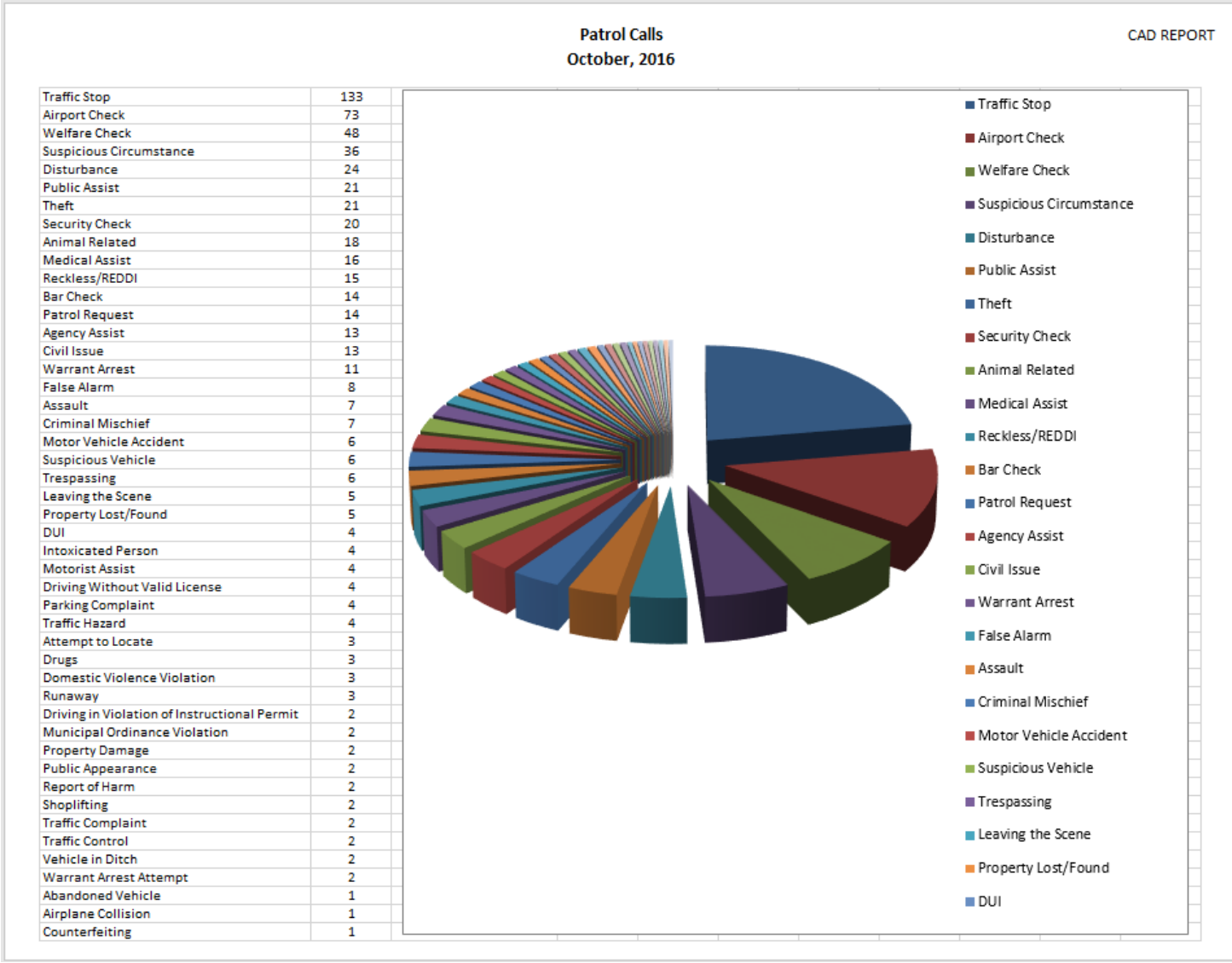


**Staff Update and analysis (October 2016):**

**Police Department:**

Total calls: 599 down from 911 in September

Call breakdown - 32%(September - 39%) traffic/vehicle related, 27% (September - 20%) checks (welfare/property), 26%(September - 27%) citizen assistance, 15%(September - 14%) other.



**Fire Department:**

Calls: calls 61(50 - September) in October 2016, up by 22% from last month, up by 24.5% from last year. Fire: 9(5-September), Recue: 11(19-September), Hazard: 8(2-September), Good intents: 19(16-September), False alarm 8(4 - September), Special Incident 3(0-September).



**Community Development:**

**Library:**

**Patrons:** **September** **October**

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*Total Registered Patrons* *12,582* *12,637*

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Total Mat-Su Borough Resident Patrons 9,700 9,737  
 Total City of Palmer Resident Patrons 2,882 2,900  
 New Library Users **128** **55**

**Usage:**

**September**

Patron Visits/Count 9,233 7,559  
 Reference Questions 323 1,643  
 Library Computer Sessions 314 2,620  
 WIFI Sessions 1,125 971  
 Circulation (PPL items) Stats Available 2<sup>nd</sup> week of the month 9,380  
 Magazine circulation 255 733  
 Take Home Paperbacks 139 275

**Programs:**

**September**

**October**

Children's Programs	18 Events	389 Participants	22 Events	642 Participants
Class Visits	10 Events	145 Participants	6 Events	91 Participants
Young Adult Programs	1 Event	5 Participants	2 Events	19 Participants
Adult Programs	2 Events	13 Participants	3 Events	140 Participants
<b>Total Library Programs</b>	<b>31 Events</b>	<b>552 Participants</b>	<b>33 Events</b>	<b>892 Participants</b>

Community Events	15 Events	265 Participants	15 Events	360 Participants
<b>Total Events</b>	<b>46 Events</b>	<b>817 Participants</b>	<b>48 Events</b>	<b>1,252 Participants</b>

**Building and Compliance:**

Compliance Letters dispatched: 0(3-September) (unsightly premise), 2(12-September) clean up follow up), and 6(5-September) (permit follow ups), other: 1(0-September)

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



**Building Department Report**  
**OCTOBER 2016**

<b>PermitType</b>	<b>Count</b>	<b>Total Valuation</b>	<b>Fees Collected</b>
Building Permit	8	\$729,640.00	\$6,322.50
Fence Permit	1	\$500.00	\$26.00
Sign Permit	2	\$0.00	\$0.00
<b>Totals</b>	<b>11</b>	<b>\$730,140.00</b>	<b>\$6,348.50</b>

TYPE OF PERMITS:

<b>Applicant</b>	<b>Valuation</b>	<b>Type Of Work:</b>	<b>Permit Fee</b>
ENGLISH, KYLE & NICHOLE	\$28,336.00	RES Addition	\$480.50
KLEIN, KEITH	\$264,576.00	RES Single Family	\$2,133.50
MILLER, JOE	\$0.00	Temporary Sign	\$0.00
SPINELL HOMES, INC.	\$293,328.00	RES Single Family	\$2,313.00
SUN JR., DAROLD	\$1,000.00	RES Alteration	\$43.00
JOHNSON, JEFF	\$5,000.00	COM Alteration	\$123.75
STATE OF ALASKA DOT/PF	\$46,800.00	COM New	\$200.00
TRUMP, DONALD	\$0.00	Temporary Sign	\$0.00
MORGAN, PETER & SUSAN	\$500.00	Fence	\$26.00
KIMPEL, FRED	\$600.00	Storage Shed	\$0.00
125 W. EVERGREEN LLC	\$90,000.00	COM Alteration	\$1,028.75

YEAR TO DATE COMPARISON:

<b>Year</b>	<b>Building Permits</b>	<b>Sign Permits</b>	<b>Fence Permits</b>	<b>Year to Date Valuation</b>	<b>Year to Date Permit Fees</b>
2007	134	27	30	\$18,048,552.00	\$124,105.75
2008	88	29	24	\$5,912,579.00	\$52,592.00
2009	90	18	29	\$16,873,519.00	\$99,733.50
2010	103	44	15	\$21,937,140.00	\$120,502.15
2011	106	25	24	\$7,650,827.00	\$64,758.25
2012	90	28	12	\$21,012,041.00	\$134,411.25
2013	86	25	18	\$12,368,593.00	\$91,440.25
2014	95	31	11	\$16,039,260.00	\$116,769.50
2015	94	25	13	\$11,246,779.00	\$97,155.75
2016	83	35	19	\$38,052,802.00	\$200,018.00



**Golf Course:**

	<b>September</b>	<b>October</b>
Operational Days:	30	21
Number of Rounds:	1,463	635
Green Fees:	\$29,570.00	23,462.00
Cart Rental:	\$9,652.00	4,787.00
Club Rental:	\$210.00	100.00
Driving Range:	\$2,186.00	679.00
Merchandise Sales:	\$11,883.50	6,281.75
Snack Bar:	\$7,125.25	2,272.00
Beer & Wine:	\$5,483.50	1,456.00

# Mayor's Memo

Council Meeting report – November 22, 2016

## OUTREACH:

- ✓ Mayor's Meeting at AML – Tuesday, November 15 - report
- ✓ Lion's Club State Convention Welcome – November 18
- ✓ November 11 – Veterans Wall – wreath – proclamation
- ✓ MC Veterans Appreciation Day at Alaska Job Corps

## MEETINGS:

- ✓ Mat-Su's Mayor/Manager's meeting- November 10 – discussion on the House organization – borough consideration of taxes in the area of Business Inventory, cigarette taxes, senior citizen property taxes, library property taxes. Discussion with John Harris, borough lobbyist, as to his insights on the upcoming state legislative session
- ✓ Agenda setting meeting with Manager and Clerk on November 10

## UP COMING EVENTS

- ✓ Colony Christmas – December 9, 10 and 11
- ✓ Mayor's update at Palmer Chamber – November 30
- ✓ Legislative members joint meeting – Dec. 13 - Wasilla Library – **need input from council**
- ✓ Recognition of Senator Bill Stoltze – probably January
- ✓ Proclamation for former Mayor Delena Johnson on December 13

## CONCERNS

Assembly actions as they look for new revenues – business inventory tax, senior's and veteran's exemption,





**Attachment(s):**

- Original 1991 Agreement with MTA
- Proposed Amendment to 1991 Agreement

**Summary Statement:** The City of Palmer entered into a lease agreement with Matanuska Telephone Association (MTA) in 1991. This agreement allowed MTA to erect a communications tower on land owned by the City located at what is commonly known as the Bailey Hill Site. (U.S. Government Lot 3, Section 28, Township 18 North, Range 2 East, Seward Meridian, Palmer Recording District, Alaska). In return, the City of Palmer was allowed to place radio antennas and associated equipment on MTA's tower. These antennas are essential for Palmer Police and Fire Department radio communications.

Since the City of Palmer owns the land on which MTA has built their tower, and since MTA allows the City to place essential radio communications equipment on that tower, the relationship is mutually beneficial. As a result, the agreement amendment stipulates Palmer will pay MTA \$1.00 per year in license fees. MTA, on the other hand, will pay the City of Palmer \$1.00 per year as a property fee. The net result is no cost to either organization from fees.

With this amendment the agreement shall be extended until August 14, 2026, after which it shall automatically renew for four (4) sequential five (5) year periods. The amendment also contains updated language for settling disputes among the parties and general guidelines for sublease or assigning interests. All other terms and conditions of the original agreement remain unchanged.

**Administration Recommendation:** Authorize Action Memorandum No. 16-081



CONTRACT No. \_\_\_\_\_  
LEASE AGREEMENT No. Red-017  
REA LOAN No. \_\_\_\_\_

AGREEMENT

This is an Agreement between Matanuska Telephone Association, Inc. (MTA) and the City of Palmer (City).

This Agreement is based on the following premises:

A. The City owns and uses for communications purposes the following described property:

A facility described as the "Bailey Hill" Site, located on a portion of United States Government Lot 3, Section 28, Township 18 North, Range 2 East, Seward Meridian, Palmer Recording District, Alaska (the Real Property).

The City has its antenna affixed to a telephone pole, which is currently in good condition and is approximately sixty feet in the air.

B. After thoroughly examining the Real Property, MTA approached the City requesting to improve and use the Real Property. MTA wishes to use the Real Property for a cellular communications facility.

C. The parties anticipate benefiting jointly from MTA's improvements on the property.

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. The City hereby grants MTA the right to use the Real Property for a term of fifteen years from April 1, 1991 through April 1, 2006. Thereafter, MTA may continue to use the Real Property for another 15 years unless the City requires MTA to cease using the Real Property by written notice delivered to MTA at least six months prior to the date of cessation of use.

2. MTA's use shall not interfere with the City's existing use of the Real Property; that is, the City will continue to use its antenna and equipment on the site, but the City's antenna will be located on MTA's tower and the City's equipment will be housed in MTA's equipment hut. MTA's use of the Real Property shall not interfere with the City's future use or uses of the Real Property, provided that if the City changes use (to include changes or adds a frequency or frequencies), the City's new or additional use will not unreasonably interfere with MTA's use existing at the time of the City's change or changes. The City shall give MTA 60 days notice of any proposed frequency changes or additions to allow for intermodulation studies.

3. MTA's use shall be reasonable in light of its projected use, i.e., a cellular communications facility. It will include the right of ingress, egress and parking for line trucks as are necessary to maintain the facility. MTA may further the use land to construct, reconstruct, lay, maintain, operate, alter, repair, remove and replace telecommunication and cellular communications equipment, electric lines, cables, pulls, microwave station or systems and appurtenances thereto, and make changes and additions thereto, and to cut, trim trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said lines or system.

4. MTA agrees to construct on the Real Property a free-standing 110-foot tower with a base width of 21 feet. The construction will include the foundation/counterweights for the tower. MTA will install anti-climb panels on the tower and take such other precautions as are necessary to prevent unauthorized persons from climbing the tower. In addition, MTA will install an environmentally controlled equipment hut, at least 300 square feet in size. MTA may place a gravel pad on the Real Property and fence all or so much of the improvements as it deems reasonable.

5. MTA will construct the new tower with due diligence. MTA shall reinstall the City's radio equipment, affix the City's antenna to the new tower and provide the wiring, etc., such that the City's radio equipment and antenna are fully useable by the City by May 15, 1991. (MTA may continue to perform other construction work after May 15, 1991.) MTA warrants that the City's radio equipment and antenna (both currently removed) will, upon reinstallation, operate at previous communications level or better. MTA shall accomplish all such construction, affixing and wiring in a good and workmanlike manner and in accordance with all codes which generally apply to such type of construction, affixing and wiring. In addition, throughout the term of this Agreement and for so long as MTA uses the Real Property, MTA shall maintain its tower, equipment and other improvements in good condition and in accordance with all codes which generally apply to such items.

6. MTA will remove the City's existing pole, antenna, and equipment hut, each of which shall remain the City's property. MTA will move the City's pole and hut to a point or points in the City designated by the City. MTA may remove the dynamite shack from the Real Property or to another place on the Real Property. If MTA removes the shack from the Real Property, MTA will move the shack to a point in the City designated by the City. MTA shall use due care in handling and reinstalling all City property.

7. For as long as MTA uses the Real Property, MTA shall, from time to time at the City's request and MTA's expense, detach and affix the City's antenna or antennas and replacements thereto and wiring used by the City on the tower. (MTA is not responsible for the cost of acquiring different antennas.) The City shall

always have the use of one antenna on the tower and more antennas as may be reasonably required by the City, provided that such additional antennas do not unreasonably interfere with MTA's then current use. MTA is to have sole management of the tower and equipment placement in the hut.

8. The City will not construct or permit to be constructed any structure or obstruction on, under, or over the Real Property that unreasonably interferes with the construction, maintenance, or operation of MTA's use of the Real Property; provided however, the City will notify MTA of any significant changes in the City's use of the Real Property by the City, and MTA shall timely notify the City of any limitations on or prohibitions to such use of the property, or MTA's right to limit or prohibit such use will be waived.

9. MTA will house in MTA's equipment hut the City's communication equipment, to include replacement and upgraded communications equipment, related to the City's use of its antenna or antennas. (During the term of this Agreement, the City's uses of the tower shall be municipal in nature only, and the City shall not assign its rights to use the tower or equipment hut to a non-municipal entity.) MTA will be solely responsible for expenses related to the equipment hut, to include, without limitation, heat, light, maintenance, expansion, etc. Further, MTA will be responsible for and will prevent any harm from occurring to the City's equipment, except that the City will be responsible for such harm to the extent that it is caused by City employees or agents. From time to time, MTA may relocate the City's equipment in the hut or expanded hut, in which instance MTA will at its own expense reinstall the equipment. MTA will always provide the City with reasonable space for, access to and working area around the City's equipment.

10. MTA and the City will each comply with the FCC requirements applicable to the particular party. MTA will comply with all FAA requirements applicable to it or the tower.

11. For the term of this Agreement, MTA shall retain ownership of all its improvements placed on the Real Property. Further, MTA shall maintain all such improvements in a safe and legal condition.

12. The City does not warrant the suitability of this location for any use proposed by MTA. MTA has studied the Real Property and determined that it is suitable for MTA's use.

13. MTA shall defend, indemnify and hold the City harmless from any and all damages arising out of any claims or liabilities occurring in, on or about the Real Property to include all MTA's improvements, except that the City shall be liable for damages resulting solely from the acts or omissions of the City's agents

or employees. For purposes of this clause, the City's antenna or antennas shall be considered to be the property and improvement of MTA.

14. MTA shall provide the City continuous (24-hour-per-day) access to the Real Property and the City's equipment. For example, MTA may provide the City continuous access to the keys necessary to enter the Site (if fenced) and the equipment hut. Also, MTA will provide an as-built survey of all MTA improvements and drawings of the equipment hut, updated from time to time as MTA changes its improvements.

15. Upon termination of MTA's right to use the property, MTA may leave the three foundations/counterweights on or in the Real Property. Also, at that time, the City has the option to require MTA to remove the tower, equipment hut, the wiring, or any of them, or to transfer, convey and assign all or any such items to the City at no cost to the City. MTA shall remove its antenna and other communications equipment. MTA shall remove its property in such a manner that it does not harm those improvements which the City chooses to obtain. If any liability, environmental or otherwise, arises out of or foreseeably will arise out of the foundation/counterweights, MTA shall be responsible for such liability; provided however, mere decreased use or value of the Real Property resulting from the existence on the Real Property of the foundation/counterweights shall not constitute liability or foreseeable liability.

16. Any notices required to be served on either party shall be considered served if sent by certified or registered mail to the following addresses, unless otherwise notified in writing:

Matanuska Telephone Association, Inc.  
Attn: Contract Administration  
1740 South Chugach Street  
Palmer, Alaska 99645

City of Palmer  
231 West Evergreen Ave.  
Palmer, Alaska 99645

17. This Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties hereto. Either party may assign its rights hereunder; provided however, each party to this Agreement remains principally liable to the other party hereto. The City may convey the Real Property, provided said conveyance is subject to the terms of this Agreement.

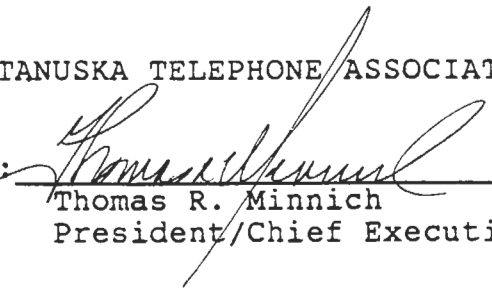
18. Each party has participated in drafting this Agreement; and this Agreement is to be construed against neither as drafts-person.

19. This Agreement is effective April 1, 1991.

20. Each party agrees, upon the request of the other, to execute and have acknowledged a Memorandum of Agreement summarizing the terms of this Agreement. The Memorandum may be recorded.


MATANUSKA TELEPHONE ASSOCIATION, INC.

Date: 4/15/91

By:   
Thomas R. Minnich  
President/Chief Executive Officer

CITY OF PALMER

Date: April 15, 1991

By:   
David L. Soulak  
City Manager



## FIRST AMENDMENT

**THIS AMENDMENT** is made and entered as of the 12<sup>th</sup> day of August, 2016 by **Matanuska Telephone Association, Inc.** (“MTA”), with a place of business at 1740 South Chugach Street, Palmer, Alaska 99645, and **the City of Palmer** (“City”), with a place of business at 423 S. Valley Way, Palmer, Alaska 99645.

**WHEREAS**, the Parties entered into an Agreement (“**Agreement**”) on the 15<sup>th</sup> day of April, 1991 and the Parties now desire to amend the Agreement;

**NOW, THEREFORE**, the Parties agree to amend the Agreement subject to the following terms and conditions:

- (1) The effective date of this Amendment shall be August 15, 2016.
- (2) Section 1 shall be amended as follows:

Agreement shall be extended through August 14, 2026. Upon expiration of this term, this Agreement shall automatically renew for four (4) sequential five (5) year periods (each, a “Renewal Term”).
- (3) Add the following to Section 1:

**1a. License Fee.** During the term of this Agreement, City shall pay an annual license fee which includes power, (“License Fee”) of one dollar (\$1.00). The License Fee shall begin on the Effective Date of this Amendment.

**1b. License Fee.** MTA shall pay an annual property fee of one dollar (\$1.00). The Property Fee shall begin on the Effective Date of this Amendment.
- (4) Add the following to Section 15:

**15a. Disputes.** The Parties desire to resolve any dispute hereunder without litigation. Accordingly, the Parties agree to use good faith efforts to resolve any dispute arising out of this Agreement, but should the Parties be unable to resolve any dispute hereunder within sixty (60) days after notification thereof; either Party may take legal action.
- (5) Add the following to Section 16:

**16a. Assignment.** Upon written notification, MTA may freely assign or sublease, without further liability hereunder, its rights and interests in and to this Agreement including the easements granted herein, subject to consent of the City, which shall not be unreasonably withheld. Upon written notice, the City may assign its interests in this Agreement.
- (6) All other terms and conditions of the Agreement remain unchanged and shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties, acting under due and proper authority, have executed this Amendment as of the first date written above.

**MATANUSKA TELEPHONE ASSOCIATION, INC.**

**THE CITY OF PALMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Eric Anderson \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director - ECO \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

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



**City of Palmer  
Action Memorandum No. 16-084**

**Subject:** Authorize the City Manager to Negotiate and Execute Amendment Number 6 to the Professional Services Agreement with HDL Engineering Consultants for an Amount Not to Exceed \$118,595 for Preliminary Engineering Design Services for the Bogard Road Booster Station and Site Preparation Project

**Agenda of:** November 22, 2016

**Council Action:** \_\_\_\_\_


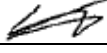
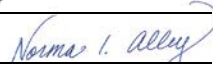
**Originator Information:**

**Originator:** Chris Nall  
**Date:** 11/3/2016      **Requested agenda date:** 11/22/2016

**Department Information √:**

Route to:	Department Director:	Signature:	Date:
	Community Development		
√	Finance		11/3/16
	Fire Department		
	Police Department		
√	Public Works		11/3/2016

**Approved for presentation by:**

	Signature:	Remarks:
City Manager		
City Attorney		
City Clerk		

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ 118,595.00

This legislation (√):


- Has no fiscal impact       Creates a positive impact in the amount of: \$ \_\_\_\_\_  
 Creates a negative impact in the amount of: \$ 118,595.00

Funds are (√):

- Budgeted      Line item(s): 24-01-13-6225 - Construction  
 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):**

- HDL Fee Proposal

**Summary Statement:** Action Memorandum No. 16-084 requests approval for the City Manager to negotiate and execute Amendment Number 6 to the PSA with HDL Engineering Consultants for preliminary design engineering services for the Bogard Road booster station and site preparation project. This work will allow the City to get the property for the booster station surveyed, cleared and prepared for building the booster station when it is deemed necessary for water services in Water Utility Pressure Zone 3.

This is a professional services agreement under PMC 3.21.260. HDL designed the water main that was installed in 2014 and 2015 along the Bogard Road extension. In May 2016, the City asked HDL to assist with conceptual layout of the new booster station.

The City has three separate pressure zones to maintain acceptable water pressure through the varying elevations of the water service area. The Bogard water main extension spans zones 2 and 3, with the zone break east of the intersection of Bogard Road and Arabian Lane. A booster station is required to increase the pressure enough to serve Colony Middle and High Schools. Having preliminary design and site work completed will help the City score higher on future grant/funding applications which will ease the financial burden for the City and will provide for future expansion of the City's water system.

Completing design work and site preparation in the spring will expend the rest of the funds in this grant.

**Administration Recommendation:** Authorize Action Memorandum No. 16-084.

November 10, 2016

Chris Nall, Director of Public Works  
 City of Palmer  
 231 West Evergreen Avenue  
 Palmer, Alaska 99645

RE: Fee Proposal for Engineering Services  
 Bogard Road Booster Station Preliminary Design and Site Preparation

Dear Mr. Nall:

HDL Engineering Consultants (HDL) is pleased to present this fee proposal for engineering services for preliminary design of the Bogard Road Booster Station and for bid documents for a Sire Preparation project. The future Bogard Road Booster Station will provide pressure to the Pressure Zone 3 portion of the newly constructed Bogard Road Water Extension project, and support the continued expansion of service to the City of Palmer's (City) utility service area. The Site Preparation project will utilize existing grant funding to prepare the site for future construction of the booster station.

**Background**

Since 2004, when the Regulatory Commission of Alaska authorized an expansion of the Palmer Service Area for water and sewer utilities, the City has been working to extend its water system to the 31.1 square-mile service area. The *Preliminary Engineering Report for Phase I of the Palmer Service Area Southwest Utility Extension* (HDL, 2004) built upon the *1999 Utility Plan* (NHawthorne) to present a phased approach to the water and sewer extensions. Several projects, including Southwest Utility System Extension, Phase 1; Trunk Road Water Extension; Reservoir 4 and Booster Pumping Station; and the recent Bogard Road Water Extension, have all worked towards this expansion. HDL has assisted the City with design and construction of over 10.5 miles of water pipeline, a pressure booster station, and a new 1 million-gallon water storage reservoir.

The City's water system has three separate pressure zones to maintain acceptable water pressure through the varying elevations of the service area. The 18-inch diameter Bogard Road water main crosses from Pressure Zone 2 into Pressure Zone 3 just east of Arabian Lane. A pressure booster station similar to that constructed near Reservoir 4 is required to increase the pressure to serve Zone 3. During design of the Bogard Road extension, HDL assisted the City to determine the location of the future booster station site and provided design quality control reviews. Later, HDL performed construction inspection services.

In May 2016, the City asked HDL to assist with conceptual layout of the new booster station. We presented the conceptual layout plan to the MSB Right-of-Way (ROW) permitting official to determine the viability of placing the new booster station within the MSB's Bogard Road ROW. The MSB determined that the proposed booster station could be permitted in the ROW and would require only an encroachment permit.

CIVIL  
ENGINEERING

GEOTECHNICAL  
ENGINEERING

TRANSPORTATION  
ENGINEERING

ENVIRONMENTAL  
SERVICES

PLANNING

SURVEYING  
& MAPPING

CONSTRUCTION  
ADMINISTRATION

MATERIAL  
TESTING

RIGHT-OF-WAY  
SERVICES

## **Scope of Services**

We propose to provide the following services to support the proposed project:

### **Task 1 – Geotechnical Evaluation**

With vibrations created from future pumping equipment, it is especially important to understand and design for the underlying soils. HDL's geotechnical group will evaluate the subsurface conditions at the proposed booster station location. The evaluation will include one (1) boring to a depth of 30 feet at the proposed booster station and one (1) boring to a depth of 20 feet along the water line to complement the existing geotechnical information along Bogard Road and provide an understanding of the soil and groundwater conditions. Samples will be collected with split-spoons using the Standard Penetration Test procedure. Laboratory tests will be conducted on select samples to measure the natural moisture content and the grain size distribution.

HDL will consider the conditions encountered in the soil borings and provide geotechnical recommendations for the development and design parameters for the proposed booster station building. Our evaluation will be summarized in a letter report that includes a map of the boring locations, boring logs, a summary of the conditions encountered, geotechnical recommendations for site development, and design parameters to support the structure.

### **Task 2 – Surveying**

HDL's survey group will perform a topographic survey and prepare a base map to aid in the design. We will then use the same horizontal and vertical datums for survey control as used previously for the construction of the Reservoir 4 and Booster Station project. We will also recover enough survey monumentation to establish the right-of-way in the drawing. We will collect topographic and planimetric features including above and below ground utilities. We anticipate approximate survey limits of 500' x 300' from the edge of Bogard Road to 100 feet beyond the proposed toe of the pad as shown on our previously submitted conceptual plan. The survey limits include the anticipated water line extensions to the booster station.

The field work will be reduced, checked, and used to prepare a topographic base map. Final deliverables to our in-house engineers will include an electronic copy of the topographic drawing, copies of the field notes, indexed photographs and a brief survey report. A survey control diagram will be prepared and included in the final plan set.

### **Task 3 – Environmental**

Design of this project is being funded with a State of Alaska Department of Community, Commerce, and Economic Development grant. HDL's environmental group will complete a State Environmental Checklist for the project to document that all required agency consultation is completed and required permits have been acquired. We will consult with appropriate resource agencies, conduct necessary environmental review and research, and complete applications to obtain required permits prior to construction. All findings and supporting documentation will be included in the State Environmental Checklist. To maximize efficiency, our team will build off of environmental documentation completed for the Bogard Road Extension East project (an MSB document).

We will initiate a consultation with SHPO and request concurrence with a finding of No Historic Properties Affected based on information previously collected. We do not anticipate the need for additional cultural and historic resource review. If a full cultural resource and historic site evaluation is required, a contract amendment will be necessary.

We will perform a site visit to determine if wetlands are present at the site. Based on current online wetlands mapping through the MSB Wetlands Mapper and the U.S. Fish and Wildlife Service National Wetlands Inventory, wetlands are not present at the site. Our environmental team will verify this and document findings in a brief memorandum.

Completion of a state environmental checklist will ensure all required environmental documentation has been performed for the current funding source. However, if federal funds are used for construction, additional environmental documentation may be required.

#### **Task 4 – Preliminary Design (35%)**

The purpose of the 35% Preliminary Design submittal will be to establish the basis for design. During this phase, we will develop a technical memorandum with supporting calculations and flow requirements for the new pump station, develop preliminary plans, and prepare a cost estimate.

Preliminary Engineering Technical Memorandum. We will perform preliminary design and prepare a technical memorandum to document the design standards and criteria, including preliminary design flows and pressures, and preliminary pump sizing. We anticipate that this technical memorandum will also be submitted to ADEC during the construction permitting process for the next phase of this project, satisfying the requirement for an Engineer's Report.

Preliminary Project Drawings. Along with the technical memorandum, we will prepare a set of preliminary project drawings for the entire booster station project. These drawings will update the site layout for the proposed improvements presented in the conceptual layout plan previously submitted. We will include preliminary plan and section views of the new booster station and associated site improvements, and an illustrative elevation of the building. Preliminary drawings will be submitted to the City for approval prior to proceeding to the next design phase.

Preliminary Cost Estimate. Based on the data presented in the technical memorandum and drawings, we will prepare a preliminary cost estimate. We will solicit quotes for major equipment items and use recent bid tabulation data to compile an estimate for the projected construction costs of the proposed improvements. We will discuss utility extensions with the local utility companies to estimate costs involved with providing power, natural gas, and phone/internet service to the new facility. We anticipate this cost estimate will be used for budgetary purposes to acquire additional funding for construction of the project.

Allowing for adequate review time, HDL will meet with the City to discuss any comments and how we will incorporate those comments into the subsequent design stage.

### **Task 5 – Design Development (65%)**

After meeting with the City, we will prepare a set of site preparation construction documents to the 65% stage. During this phase of design, the proposed improvements will be firmly established and plans and specifications brought to a point at which the proposed improvements are clearly identified and presented.

We understand the City would like to break the overall project into two smaller projects to take advantage of currently available funding. HDL will prepare the first bid package to prepare the site for the future booster station building. We anticipate this project will include clearing and earthwork required for the new booster station and driveway access and installation of water main extensions from the Bogard Road water main to the new booster station site. Further, with the design loads established during the 35% design stage, HDL and EDC will coordinate with local electrical, natural gas, and telephone/internet utilities to extend service to the new booster station site. The future project to construct the booster station will not be developed further under this proposal.

For the site preparation project, we will prepare a set of construction documents including plans prepared with AutoCAD 2015 and a draft project manual with special provisions to the City of Palmer Standard Specifications (CPSS). We will also update the engineer's cost estimate prepared during the 35% design stage to reflect the work anticipated during this construction project. The 65% design package will be submitted for City review and comment prior to proceeding to the next design stage.

After the City has reviewed the package, we will meet to discuss comments and how they will be addressed.

### **Task 6 – Final Design (100%)**

After 65% review comments are received, we will incorporate them into the design and continue to refine the construction documents to the 95% design stage. Upon City review and approval, the documents will be finalized. We will submit the documents to ADEC for approval to construct (under Task 3).

The deliverables for this task will be bid-ready plans, stamped and signed by a professional engineer registered in the State of Alaska, a bid-ready Project Manual including special provisions to CPSS, and an engineer's construction cost estimate. We will provide deliverables in hardcopy and on CD in PDF format ready for uploading to the City website for web-based bidding document distribution.

### **Task 7 – Bidding Assistance**

HDL will assist the City in bidding the project and getting the successful bidder under contract for the work. On behalf of the City, we will prepare the invitation to bid, public notices, respond to bidders' questions, conduct a pre-bid conference, issue written addendums, tabulate bids, check proposals for completeness, review bonding and insurance submittals, and provide a written recommendation for award to the City based on the lowest responsive bid.

### **ASSUMPTIONS**

The following assumptions were used to prepare this estimate:

1. Only site preparation improvements will be designed and bid as part of this phase. A separate bidding package for the booster station may be added by amendment as funding becomes available.
2. No public involvement will be performed.
3. There will be no landscaping component to the project, except to topsoil and seed the disturbed areas.
4. The City will pay any permit review fees directly.
5. Design of natural gas, power, and telephone extensions to the new booster station are not included. We will coordinate design loads for the new building with each respective utility company and prepare service applications only. Fees associated with utility extensions will be paid for by the City directly.
6. Traffic Control Plans are not included in our scope of services, but will be required of the construction contractor, if needed.
7. A Storm Water Pollution Prevention Plan is not included.

### **SCHEDULE**

Upon notice to proceed (NTP) we will commence field work as soon as possible. Based on an NTP in mid-November, we anticipate the design can be completed in the spring of 2017, with bid-ready documents available for bidding prior to the 2017 construction season. Our anticipated delivery date could be affected by an extended or delayed ADEC plan review period or by significant revisions requested by the City or other review agencies.

### **FEE**

We propose to provide the aforementioned services on a time and expenses basis at our published hourly labor rates and standard 10% mark-up of subcontracts and reimbursable expenses for a fee not to exceed **\$118,595** as detailed on the attached worksheet.

We appreciate the opportunity to provide this proposal and look forward to assisting the City with this important project. If you have any questions, please contact me at 746-5230.

Sincerely,

HDL Engineering Consultants, LLC



David Lundin, P.E.

Principal / Civil & Environmental Engineer

attach: Fee Estimate Worksheet Dated 10/5/2016 (4 Pages)  
EDC Fee Letter Dated 9/21/2016 (2 Pages)

cc: Chris Bowman, HDL

**FEE PROPOSAL WORKSHEET**  
**Engineering Services for**  
**Bogard Road Booster Station Preliminary Design & Site Preparation**

<b>TASK</b>	<b>ACTIVITY</b>	<b>QTY</b>	<b>RATE</b>	<b>HDL LABOR*</b>	<b>REIMBURSABLE EXPENSES</b>	<b>SUB- CONTRACTS</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
<b>1.0</b>	<b><i>Geotechnical Evaluation</i></b>							<b>\$9,915</b>
1.1	<u>Management, Research &amp; Utility Locates</u>						\$690	
	Geotechnical Manager	2 hrs	@ \$145	\$290				
	Engineering Assistant	4 hrs	@ \$100	\$400				
1.2	<u>Fieldwork</u>						\$4,700	
	Engineering Assistant	8 hrs	@ \$100	\$800				
	Drilling Subcontractor	1 budget				\$3,900		
1.3	<u>Laboratory Testing</u>						\$680	
	Moisture Content	13 ea	@ \$10	\$130				
	Grain Size Analysis	2 ea	@ \$75	\$150				
	Hydrometer	2 ea	@ \$120	\$240				
	Percent Passing P200	4 ea	@ \$40	\$160				
1.4	<u>Engineering Studies &amp; Report</u>						\$3,845	
	Geotechnical Manager	8 hrs	@ \$145	\$1,160				
	Engineering Assistant	24 hrs	@ \$100	\$2,400				
	Drafter	3 hrs	@ \$95	\$285				



**FEE PROPOSAL WORKSHEET**  
**Engineering Services for**  
**Bogard Road Booster Station Preliminary Design & Site Preparation**

<b>TASK</b>	<b>ACTIVITY</b>	<b>QTY</b>	<b>RATE</b>	<b>HDL LABOR*</b>	<b>REIMBURSABLE EXPENSES</b>	<b>SUB- CONTRACTS</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
<b>2.0</b>	<b>Surveying</b>							<b>\$16,000</b>
2.1	<u>Research</u>						\$1,900	
	Surveying Manager (PLS)	2 hrs	@ \$150	\$300				
	Project Surveyor (PLS)	8 hrs	@ \$105	\$840				
	Surveying Technician	8 hrs	@ \$95	\$760				
2.2	<u>Survey Field Work</u>						\$6,100	
	Surveying Manager (PLS)	4 hrs	@ \$150	\$600				
	2-person Survey Crew	20 hrs	@ \$210	\$4,200				
	Project Surveyor (PLS)	4 hrs	@ \$105	\$420				
	Surveying Technician	4 hrs	@ \$95	\$380				
	Reimbursable Expense	1 budget	@ \$500		\$500			
2.3	<u>Topographic Drawing</u>						\$5,260	
	Surveying Manager (PLS)	2 hrs	@ \$150	\$300				
	Project Surveyor (PLS)	40 hrs	@ \$105	\$4,200				
	Surveying Technician	8 hrs	@ \$95	\$760				
2.4	<u>Survey Control Drawing</u>						\$2,740	
	Surveying Manager (PLS)	2 hrs	@ \$150	\$300				
	Project Surveyor (PLS)	16 hrs	@ \$105	\$1,680				
	Surveying Technician	8 hrs	@ \$95	\$760				
<b>3.0</b>	<b>Environmental</b>							<b>\$13,200</b>
3.1	<u>State Environmental Checklist</u>						\$10,000	
	Civil Engineer	4 hrs	@ \$130	\$520				
	Environmental Manager	4 hrs	@ \$155	\$620				
	Environmental Specialist	100 hrs	@ \$85	\$8,500				
	Engineering Assistant	4 hrs	@ \$90	\$360				
3.2	<u>ADEC Approval to Construct</u>						\$3,200	
	Civil Engineer	8 hrs	@ \$130	\$1,040				
	Engineering Assistant	24 hrs	@ \$90	\$2,160				

**FEE PROPOSAL WORKSHEET**  
**Engineering Services for**  
**Bogard Road Booster Station Preliminary Design & Site Preparation**

<b>TASK</b>	<b>ACTIVITY</b>	<b>QTY</b>	<b>RATE</b>	<b>HDL LABOR*</b>	<b>REIMBURSABLE EXPENSES</b>	<b>SUB-CONTRACTS</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
<b>4.0</b>	<b>Preliminary Design (35%)</b>							<b>\$30,940</b>
4.1	<u>Preliminary Engineering Memo</u>						\$11,980	
	Principal Civil Engineer	4 hrs	@ \$170	\$680				
	Civil Engineer	24 hrs	@ \$130	\$3,120				
	Engineering Assistant	60 hrs	@ \$90	\$5,400				
	Clerical	4 hrs	@ \$70	\$280				
	EDC	1 budget	@ \$2,500			\$2,500		
4.2	<u>Preliminary Project Drawings</u>						\$16,880	
	Principal Civil Engineer	4 hrs	@ \$170	\$680				
	Civil Engineer	16 hrs	@ \$130	\$2,080				
	Engineering Assistant	40 hrs	@ \$90	\$3,600				
	Drafter	24 hrs	@ \$105	\$2,520				
	EDC	1 budget	@ \$8,000			\$8,000		
4.3	<u>Preliminary Cost Estimate</u>						\$2,080	
	Principal Civil Engineer	2 hrs	@ \$170	\$340				
	Civil Engineer	4 hrs	@ \$130	\$520				
	Engineering Assistant	8 hrs	@ \$90	\$720				
	EDC	1 budget	@ \$500			\$500		
<b>5.0</b>	<b>65% Design - Site Preparation Package</b>							<b>\$16,940</b>
5.1	<u>Project Plans - 65%</u>						\$11,460	
	Principal Civil Engineer	8 hrs	@ \$170	\$1,360				
	Civil Engineer	20 hrs	@ \$130	\$2,600				
	Engineering Assistant	60 hrs	@ \$90	\$5,400				
	Designer/Drafter	20 hrs	@ \$105	\$2,100				
5.2	<u>Specifications &amp; Bidding Documents - 65%</u>						\$3,900	
	Principal Civil Engineer	2 hrs	@ \$170	\$340				
	Civil Engineer	12 hrs	@ \$130	\$1,560				
	Engineering Assistant	16 hrs	@ \$90	\$1,440				
	Clerical	8 hrs	@ \$70	\$560				
5.3	<u>Construction Cost Estimate - 65%</u>						\$1,580	
	Principal Civil Engineer	2 hrs	@ \$170	\$340				
	Civil Engineer	4 hrs	@ \$130	\$520				
	Engineering Assistant	8 hrs	@ \$90	\$720				

**FEE PROPOSAL WORKSHEET**  
**Engineering Services for**  
**Bogard Road Booster Station Preliminary Design & Site Preparation**

<b>TASK</b>	<b>ACTIVITY</b>	<b>QTY</b>	<b>RATE</b>	<b>HDL LABOR*</b>	<b>REIMBURSABLE EXPENSES</b>	<b>SUB-CONTRACTS</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
<b>6.0</b>	<b>Final Design - Site Preparation Package</b>							<b>\$22,880</b>
6.1	<u>Final Project Plans</u>						\$16,160	
	Principal Civil Engineer	8 hrs	@ \$170	\$1,360				
	Civil Engineer	40 hrs	@ \$130	\$5,200				
	Engineering Assistant	60 hrs	@ \$90	\$5,400				
	Designer/Drafter	40 hrs	@ \$105	\$4,200				
6.2	<u>Final Specifications &amp; Bidding Documents</u>						\$3,900	
	Principal Civil Engineer	2 hrs	@ \$170	\$340				
	Civil Engineer	12 hrs	@ \$130	\$1,560				
	Engineering Assistant	16 hrs	@ \$90	\$1,440				
	Clerical	8 hrs	@ \$70	\$560				
6.3	<u>Final Construction Cost Estimate</u>						\$2,820	
	Principal Civil Engineer	2 hrs	@ \$170	\$340				
	Civil Engineer	8 hrs	@ \$130	\$1,040				
	Engineering Assistant	16 hrs	@ \$90	\$1,440				
<b>7.0</b>	<b>Bidding Assistance - Site Preparation Package</b>							<b>\$7,180</b>
7.1	<u>Pre-Bid Conference</u>						\$1,580	
	Principal Civil Engineer	2 hrs	@ \$170	\$340				
	Civil Engineer	4 hrs	@ \$130	\$520				
	Engineering Assistant	8 hrs	@ \$90	\$720				
7.2	<u>Assistance During Bidding</u>						\$5,600	
	Principal Civil Engineer	4 hrs	@ \$170	\$680				
	Civil Engineer	16 hrs	@ \$130	\$2,080				
	Engineering Assistant	16 hrs	@ \$90	\$1,440				
	Designer/Drafter	8 hrs	@ \$105	\$840				
	Clerical	8 hrs	@ \$70	\$560				
<b>Subtotal</b>				<b>\$101,655</b>	<b>\$500</b>	<b>\$14,900</b>		<b>\$117,055</b>
Markup**					\$50	\$1,490		\$1,540
<b>Total Fee</b>				<b>\$101,655</b>	<b>\$550</b>	<b>\$16,390</b>		<b>\$118,595</b>
*also includes those expenses charged without a markup								
**10% for subcontracts, 10% for reimbursable expenses								





September 21, 2016

Chris Bowman, P.E.  
Hattenburg, Dilley, & Linnell  
202 W Elmwood Ave, Suite 1  
Palmer, AK 99645

Subject: City of Palmer Bogard Booster Station – Electrical/Mechanical Preliminary Design  
Fee Proposal

Dear Chris:

This letter is EDC's proposal to provide preliminary electrical and mechanical engineering services in support of the City of Palmer's Bogard Road Booster Station design. This proposal is based on the following:

#### SCOPE OF WORK

The work will include:

- Coordination with Matanuska Electric Association (MEA) and Matanuska Telephone Association (MTA) to provide electrical power and telecom to the site.
- Coordination with Enstar for gas service to the site.
- Preliminary sizing of electrical and gas services.
- Mechanical and electrical input to preliminary design development memo.

#### ASSUMPTIONS

- The booster station will be closely based on the previously designed Southwest Reservoir 4 pumphouse facility designed in 2013.
- One review meeting, for the preliminary design will be held in Palmer.

#### EXCLUSIONS

- This proposal does not include any electrical or telephone utility line extension design. It is assumed that MEA/MTA will provide service to the new booster station. EDC, Inc. will provide coordination with MEA/MTA only.
- This proposal also does not include any construction management services such as site inspections, submittal reviews, design clarifications or record drawings.

#### DELIVERABLES

- Electronic copies of the mechanical and electrical portion of preliminary design report will be provided.

City of Palmer Bogard Booster Station – Electrical/Mechanical Preliminary Design Fee  
Proposal

Page 2

September 21, 2016

FEE

The fee to perform the above scope of work is:

	Electrical Design	Mechanical Design
Preliminary	\$7,000	\$4,000
<b>Total combined fee</b>	<b>\$11,000</b>	

Please feel free to contact me if you have any questions concerning this proposal.

Sincerely,



John A. Pepe, P.E.  
EDC, Inc.

**City of Palmer  
Action Memorandum No. 16-085**

**Subject:** Approval to Cancel the December 27, 2016, Regular Council Meeting

**Agenda of:** November 22, 2016

**Council Action:** \_\_\_\_\_

**Originator Information:**

**Originator:** Mayor DeVries – via City Clerk

**Department Information √:**

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

**Approved for presentation by:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation: \$ (711.00)

This legislation (√):

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

Funds are (√):

- Budgeted      Line item(s): 01-02-10-6012 (Benefits) & 01-02-10-6013 (PT Salaries)
- Not Budgeted

Director of Finance Signature: *E. McNamee*

**Attachment(s):** None

**Summary Statement:**

Traditionally the City Council has not held the second meeting in December. Palmer Municipal Code 2.04.080 states "A regular meeting may be canceled by the council...".