

Regular City Council Meeting
May 13, 2024 6:00pm
City of Palmer, Alaska
Palmer City Council Chambers
231 W Evergreen Avenue Palmer, Alaska 99645
www.palmerak.org



Mayor Steven J. Carrington
Deputy Mayor Carolina Anzilotti
Council Member John Alcantra
Council Member Richard W. Best
Council Member Jim Cooper
Council Member Pamela Melin
Council Member Joshua Tudor

City Manager John Moosey
City Clerk Shelly M. Acteson, CMC
City Attorney Sarah Heath, Esq.

- 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
- E. COMMUNICATIONS AND APPEARANCE REQUESTS
 - 1. Elected Officials in Attendance
 - 2. Board/Commission Members in Attendance
 - 3. Palmer Museum of History and Art Mary Jo Parks
 - 4. Transit Presentation - Maija DiSalvo, Long Range Planner, Matanuska Susitna Borough
 - 5. Proclamation - Honoring the Alaska Airman's Association
 - 6. Proclamation - Honoring Rod Christiansen
 - 7. Proclamation - Recognizing the Butte Bandits as the 2023-2024 NASP Alaska State Archery Champions
- F. REPORTS
 - 1. City Manager's Report
 - 2. Mayor's Report
 - 3. City Clerk's Report
 - 4. City Attorney's Report
- G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

1.

Resolution No. 24-022: Authorizing the City Manager to Negotiate, Appropriate Funding, and Execute a Professional Services Agreement with Wolf Architecture Not To Exceed \$1,123,732 to Perform Architectural & Engineering Services Design For Phase 2 of the Palmer Public Library Project

I. ACTION MEMORANDA:

1.

Action Memorandum No. 04-025: Authorizing Utility Water Connection for a 58-lot Subdivision Located Off East Bogard Road, Palmer, Alaska

2.

Action Memorandum No. 24-024: Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 50 Used Golf Carts from Moose Run Golf Course Not to Exceed \$125,000

3.

Action Memorandum No. 24-029: Authorizing the City Manager to Execute a Contract with HDL Engineering Consultants in the Amount not to exceed \$22,840 for Final Design, Bidding Assistance, and Construction Administration Services for the Fire Training Center Drainage Improvements Reservoir #4 Insulation Repairs Project

J. UNFINISHED BUSINESS

K. NEW BUSINESS

1. Refer the Palmer Municipal Code Sections Pertaining to Short term Rentals for Review to the Planning and Zoning Commission

L. RECORD OF ITEMS PLACED ON THE TABLE

M. AUDIENCE PARTICIPATION

N. COUNCIL MEMBER COMMENTS

O. ADJOURNMENT



Palmer City Council Meeting

E.

Meeting Date: 05/13/2024

Department: City Clerk's Office

Subject

COMMUNICATIONS AND APPEARANCE REQUESTS

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Summary Statement/Background

Administration's Recommendation:

Attachments

PMHA Update
PMHA Powerpoint
Transit 101 Powerpoint



PALMER MUSEUM OF HISTORY & ART

Our work inspires, enriches, and cultivates our community's connection to the unique history, culture, and art of the Greater Palmer Area.

The Palmer Museum of History and Art protects and exhibits the the Palmer City Collections and Artifacts, provides concierge service to visitors at the Visitor Information Center and shares the stories of the Greater Palmer Area.

The Palmer Museum of History and Art, (PMHA) a 501C3 Nonprofit corporation, is an independent contractor with two contracts with the City. PMHA is a membership organization with a board of nine people from the community.

The first Museum contract was signed in 2005 to oversee the care, custody and preservation of the historical artifacts owned by the City of Palmer.

The initial contract for the Visitor Information Center was signed in 2009.

Overview of the Visitor Information Center

- **First Stop:** Many times, we are the first stop for visitors to our community. This year the VIC staff are local, many grew up in Palmer. The staff know our community and share information about local businesses, tourism opportunities, events, the flower garden, and even the road conditions. Visitors to the VIC tell us they appreciate the museum exhibits and having the opportunity to learn more about our community.
- **Local and Statewide Connections:** PMHA works with local organizations, visitor centers, tourism groups, and museums around the state to represent Palmer and its history.
- **Busses:** We are projected to host five tourist companies on a daily or weekly basis. Our outreach to bus and tourism companies has helped make Palmer a much-desired stop.
- **Bicycle Rentals** - Thanks to a donation from Backcountry Bike and Ski, we now have six bicycles for rent in the summer. Nearly 120 visitors toured Palmer by bike last season.
- **Community Events** – The VIC is a hub for community events including Friday Fling, Colony Days, Midsummer Garden and Art Faire, Wine Walk, Trick or Treat Town, and Colony Christmas and this year's Arctic Winter Games.

Overview of the Museum

- **Collection Care** – PMHA provides professional care for and storage of the Collection and documents the City’s artifacts and collections.
- **Special Displays** – We maintain exhibits about the Ahtna people, mining, railroad, the colonists, Mat Maid cooperative. Most recently an exhibit celebrating the art and contributions of Fred and Sarah Machetanz.
- **Matanuska Valley Historic Photo Project** - Palmer’s online, searchable photo collection continues to grow. We have over 1000 images of historic Palmer with descriptions, dates, and more available to view online at www.mvhphotoproject.org. This project was initially funded by MTA and we partner with Frontier Media to continue to support and enhance the website.
- **Artist of the Week** - For the sixth year, the Artist of the Week summer display series will feature different Palmer area artists each Friday during Friday Fling.
- **Beyond the Classroom** - Every year, high school students from MSBSD submit art. This year thirty students from four schools displayed a piece and got juried feedback. Thanks to the partnership with Mat Valley Federal Credit Union, we awarded three scholarships and gave a donation to the participating high school art departments.
- **Student Tours** – Yearly we host school field trips. The children and parents enjoy the history scavenger hunt and learning more about our community.
- **Historic Walking Tours** – The walking tour continues this summer for visitors, students, and community members, telling the story of the Matanuska Colony Project and Palmer’s downtown historic district.

The Palmer Museum of History and Art promotes Palmer. We share the uniqueness of the history, the variety of businesses, the magnificent scenery. We tell the stories of the people and places of Palmer.

For more information about our community and its history go to the Palmer Museum of History and Art website. **www.palmermuseum.org**.

Submitted by Mari Jo Parks, Board President, to the Palmer City Council May 13, 2024.



PALMER MUSEUM
& VISITOR CENTER





PRESERVING THE HISTORY OF PALMER



Bell's
Travel Co.





AHTNA & THE MATANUSKA VALLEY



KATHRINE AND LARRY WADE

The Palmer Area has been continuously occupied by different Alaska Native groups for more than 10,000 years. For the past 2,000 years, the Palmer area has been the traditional, unceded territory of the Ahtna Athabascan people. Traditional Ahtna territories extend from Palmer east into the Matanuska Valley up to the Copper Basin. The Ahtna name for Palmer is Nii'etse'it'aade (Where boulders come together).

CHICKALOON & THE MATANUSKA RIVER

The name "Matanuska" is a Russian word translated roughly to Copper River People, and refers to the Ahtna they met while surveying the Copper River. Following the sale of Alaska by Russia to the United States in 1867, trappers and prospectors began to clash violently with many Alaska Native groups, including the Ahtna. The Spanish Flu in 1918 had a devastating effect on the local Ahtna and Upper Cook Inlet Dena'ina populations. Displacement by Euro-American settlers, forced removal of children to boarding schools, and loss of traditional food sources forced many Ahtna to westernize.

The community of Chickaloon Nay'dini'aa Na' (River with two logs across) is home to many of the Palmer area Ahtna today. Through Chickaloon Native Village's Nurture the Land and People Project Nay'dini'aa Na' Hwt'aene Ughedze' Xuk'anotta Nene, the tribe works to preserve the Ahtna language, culture, and practices of sustainable stewardship of the land.

Until the latter 20th century, Ahtna families were semi-nomadic, following different sources of food. They lived in small family groups of twenty to forty, traveling in warmer seasons too fishing and hunting camps and wintering in log houses. Ahtna principles of stewardship and resource management continue today, and many tribal members still hunt and fish traditional food sources.



AUNT MARY AND BABY



Beaded moccasins and mittens are practical, warm, and beautiful. Moose hide was prized as tough leather for moccasins because it can withstand walking through the forests.

Birch bark was used to create baskets and baby carriers. The baskets were laced together with young roots or sinew.



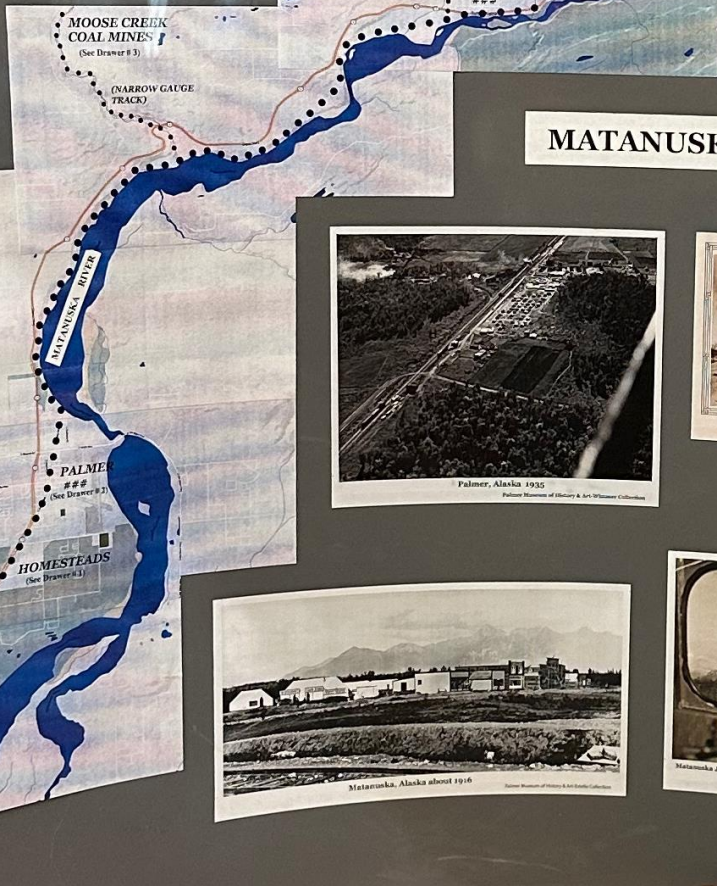
Grass Basket

38 Miles

MATANUSKA TO CHICKALOON



Alaska Railroad Gas Car At Chickaloon Station
Chickaloon, Alaska, 1932



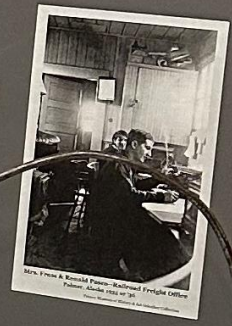
Palmer, Alaska 1935



"Palmer Depot of Alaska Railroad - built 1929"



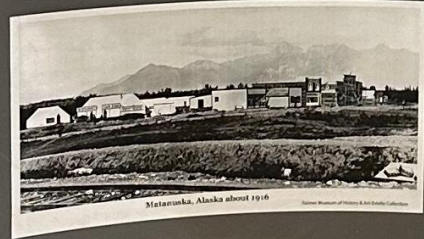
Temporary Railroad Car (School) - Matanuska Colony - Palmer, Alaska



Mr. F. Ross & Ronald F. Ross - Railroad Freight Office
Palmer, Alaska, Circa 1930



The Hickey/Walters Homestead - Palmer, Alaska



Matanuska, Alaska about 1916



Matanuska Junction & Matanuska River - Matanuska Colony - Palmer, Alaska
Viewed from side of the train (Palmer, Alaska, 1929)



Railroad Station at Matanuska
Alaska, about 1915



Tie Nails

Railroad "Tie-nails" or "Tie-nails" have been used for many years in the construction of railroads. They are made of iron and are used to secure the ties to the cross-ties. They are made of iron and are used to secure the ties to the cross-ties. They are made of iron and are used to secure the ties to the cross-ties.



Railroad "Rail Spikes"
(Used to anchor the ties and rail to the cross-tie and prevent rail movement) (see drawer 2 below)



Railwayman's Signal Lantern



A PRODUCT OF EVAN JONES (Producers of Alaska's Fine COALS)

CONTENTS: APPROX. 8 LBS



RUSSIAN IMPACT: 1783 - 1867

Russian people invaded the Copper River Basin to gain resources like copper and furs in the mid-1700s. In the late summer of 1783, the Russian explorer Leonty Nagaev located the mouth of the Copper River.

The Russians tried to establish trade relations with Ahtna people, and sometime after 1820, the Russian American Company (RAC) established a trading post called Mednovskaia Odinochka near the mouth of the Chitina River. Ahtna were mistreated by the Russians and resisted trade with them as much as possible.

According to Ahtna Elders, Ahtna did not like the Russians because the Russians did not respect them; they insulted the men and the chiefs, physically harmed the chiefs, and raped their women. The Smallpox Epidemic, 1838-40, severely impacted Ahtna communities. Due to a lack of records, there is no way to gauge the effect that this epidemic had. Most victims died alone or with their families.

Russian Orthodoxy Influence



Interior of Native Church in Old Knik



Russian Church at Tyonek, AK

Ahtna first learned about the Russian Orthodox religion during trading trips to Russian posts on the coast. The first official record of formal Russian missionary work among Ahtna occurred in the late 1840s when Ahtna were baptized at Knik and Kenai. There were many different reasons why Ahtna practiced Christianity. For some, being baptized was in response to the dramatic changes brought by epidemics, like smallpox. For others, it was a practical way to strengthen relations with Russian trading partners. For some time, church services were conducted in both English and Aleut languages. The position of the Russian Orthodox Church deteriorated after the United States purchased Alaska and the American presence expanded. Following the Russian revolution in 1917, the situation deteriorated even further and the church found it increasingly difficult to financially support missionary work. For this reason, the Russian Orthodox Church was unable to advance its work in the Copper River Basin, creating a space for American missionaries who came soon after the

Changes in the Dena'ina's traditional landscape

During the late 1700s, Russian settlers arrived in the Cook Inlet region and traded furs with the Dena'ina, and built churches throughout Dena'ina's traditional lands. Soon after the Russian establishment, miners and traders arrived and began to control most of the lands north of the Knik Arm in the Matanuska Valley. In 1915, the United States Government built the Alaska railroad directly through Dena'ina lands, resulting in an influx of people that soon created and built the city of Anchorage.

Eklutna Village Church & Cemetery



Eklutna Boarding School

In 2005, Dr. Hirshberg, professor of education policy and director of the Institute of Social and Economic Research, and Suzanne Sharp, a researcher at the University of Alaska, conducted research on the effects on individual Alaska Natives, their families, and communities. The goal of many of the boarding schools was to assimilate people of different cultures into the dominant culture. The result of the boarding schools, like the one at Eklutna, cost many students the loss of their language and cultural identities.



Eklutna Boarding School

https://iseralaska.org/static/legacy_publication_links/boardingschoolfinal.pdf

RUSSIAN IMPACT OPEN ME FOR INFO

MYTHIC STORIES

The relationship between humans and salmon are best told in the story of the salmon boy, or Bac'its'aadi, "the one who is widely regarded." The message tells us that humans and salmon are connected in a reciprocal relationship. If humans show respect for salmon, then humans will be able to catch salmon. Bears are considered dangerous animals because of their physical and spiritual power. According to Ahtna, bears do not want humans to use their names, so they refer to them as "monster" or "animal"



AFTER LIFE

Traditional burial practices can involve cremation. After the body is cremated, the relatives hold a potlatch where they distribute food and gifts to members of the opposite clan, and to those people that took care of the burial or cremation. When possible, there would be another potlatch held a year later as a memorial.

THE SEASONAL ROUND

Ahtna would move throughout the year in a seasonal fashion in order to have food for themselves. The would have summer or winter camps in different places throughout Ahtna Territory. During the Summer they would salmon fish in the Copper River. Towards the end of Summer, they would then move towards the mountains to trap mountain squirrels and hunt Dall Sheep and Moose. During Winter, they would Trap Lynx, Marten, and Fox. Finally in Spring, they would hunt beaver and Muskrat, some would make trips to the Copper River to sell and trade thier furs.

HUNTING

There are rules for hunting, you must always protect against your luck. To do this, hunters would sing special songs, and never announce their intention to kill never boast about killing animals, and, to avoid an unseemly familiarity with the animal, never use the animal's true name, but refer to them indirectly.

Once the animal is ready to be cleaned, you must dispose of all parts correctly. All parts of the animal are used,



FISH AND FISHING

In the Ahtna language, there are many different names for fish. For example salmon is Luk'ae. Three species of salmon are found in the Copper River: Sockeye, Chinook, and Coho. Chinook Salmon come into the Copper River in late May or early June, followed by large schools of sockeye, and later Coho.

Ahtna people work around the clock to harvest and prepare salmon for the coming winter.

TRAPPING

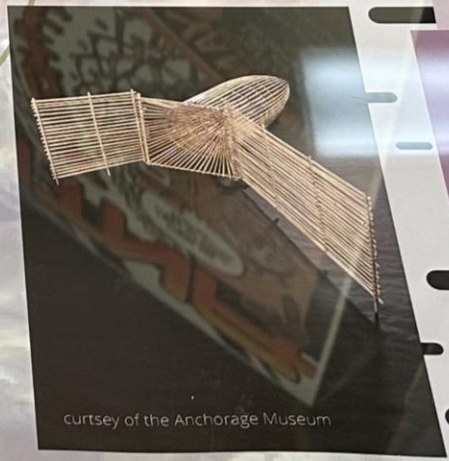
Ahtna always used furs for clothing, but in the 18th century, they became involved in the international fur trade. They sold furs to obtain beads, guns, ammunition, tea, sugar, and other foreign-made goods. By the middle of the 19th century, trapping was a vital part of the economy for Ahtna. The trapping season would last throughout winter into mid-spring, giving Ahtna 8

Early Historic Log and Pole Buildings

Dena'ina log and pole building techniques are not well documented. Most of the documentation that we do have comes from a time when the first Americans were sharing woodlore and building techniques with the Dena'ina and other groups. The cabins found in Susitna Station have constructed the roofs with curved and plate rafters made from a spruce tree with a curved root. This is an adaptation in the use of what the Dena'ina called k'ghehda, a curved branch or tree trunk.

K'ghehda from spruce or birch had several uses, not only in cabin making but also used this technique in boat ribs and rafter logs. The photo to the right shows how the Susitna Dena'ina cabin roofs used the k'eghehda.

from Sherm Pete's Alaska, information by D.C. Beard.



curtesy of the Anchorage Museum

Traditional Fishing Tools

Dena'ina used many methods of fishing. Some of the tools that Dena'ina used for fishing were fish traps and weirs, moose bone harpoon-headed fish spears, pole noose snares, and spruce root nets.

Salmon has been an important nutritional and cultural resource. The land that is now Anchorage was an important fish camp, as well as the Knik Arm and North of Ship Creek.

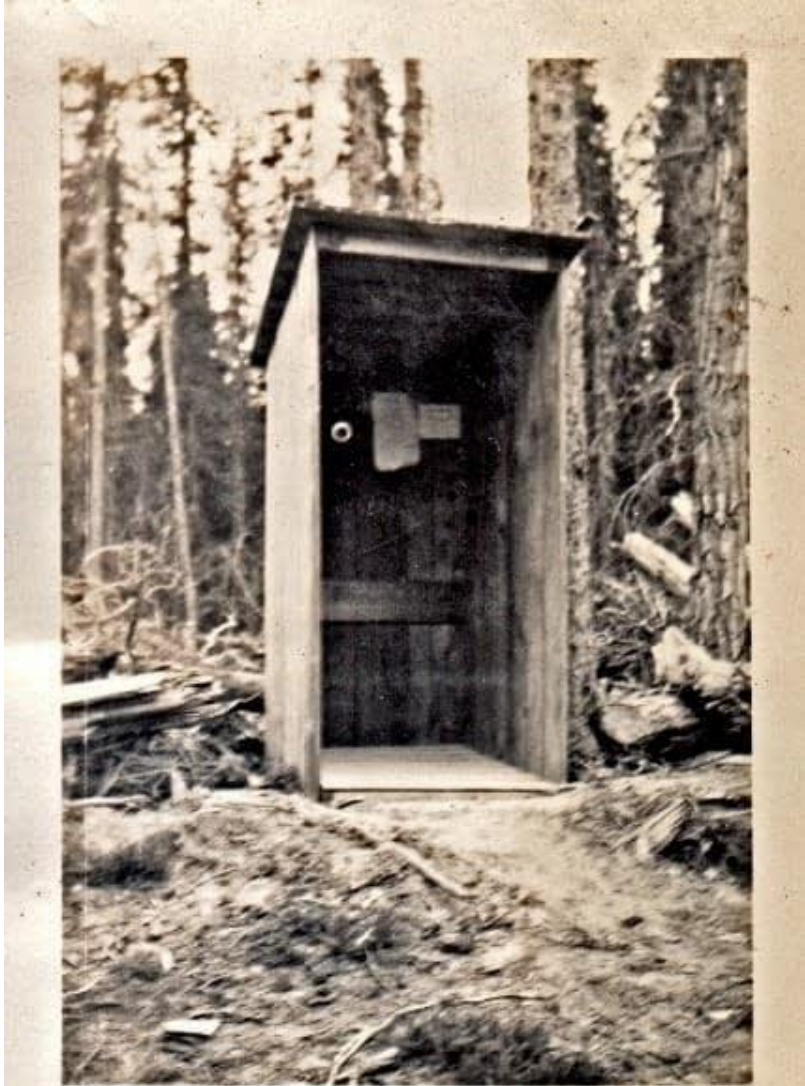












Colony Camp Telephone Booth--Matanuska Valley, Alaska
May 31, 1937

Blue Collection

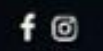








📍 723 S. Valley Way 🕒 Open Tue-Fri 10am-4pm 📞 907-746-7668



- Home
- At the Museum ▾
- Programs ▾
- Collections ▾
- Explore Palmer ▾
- About & Contact ▾
- 🔍

Welcome to the Palmer Museum of History and Art

Our work inspires, enriches, and cultivates our community's connection to
the unique history, culture, and art of the Greater Palmer Area.

[Plan Your Visit](#)

[Become a Member](#)

- Art Collection
- Colonist Letters
- Finding Aids
- Historical Photo Project
- Newspaper Collection
- Palmer Yearbooks
- Past Exhibits
- More History Resources

Finding Aids

Finding aids are tools that help a user find information in a specific record group, collection, or series of archival materials. See the finding aids available for the Museum's collections here.

Art Collection

The Palmer Museum of History and Art collects quality pieces made by local artists or depicting the Palmer area. We are proud to live in a community with such a passion and talent for the arts, and we seek to promote, preserve, and exhibit that creativity.



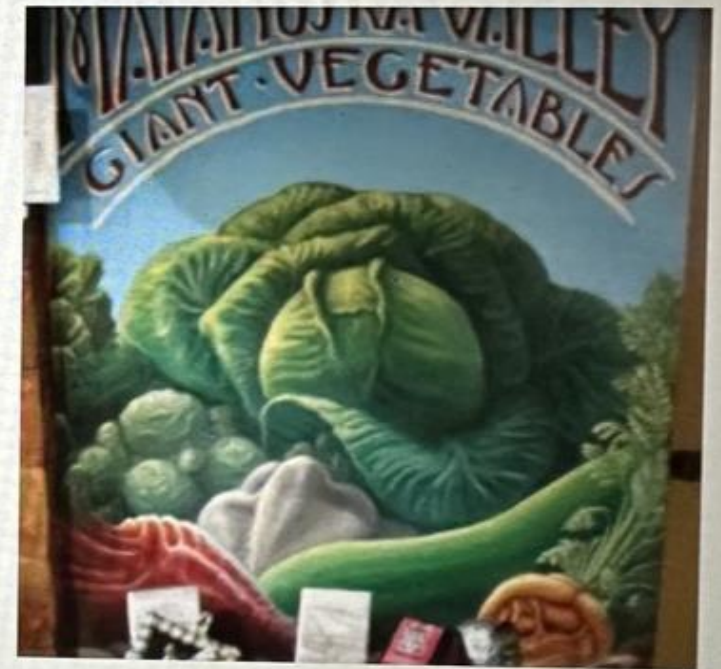
"Butte, Bluffs & Green Pastures" by Sandra Cook

[Details »](#)



"Matanuska Glacier from Mile 90" by Anne Marie Wilson

[Details »](#)



"Matanuska Valley Giant Vegetables" by Ruth Hulbert

[Details »](#)



Bear Skull
by Pat Conroy
2009
© 2009





Historic Photo Project

The Palmer Museum of History and Art has a collection of over 10,000 photographs, all digitized as high resolution scans. Since 2017, we have been connecting this wealth of history to our community in the Matanuska Valley Historical Photo Project database.

[Explore the Historical Photo Project](#)



Browse the Yearbooks



1957 Polaris Palmer School Yearbook

[View Details >](#)



1956 Polaris Palmer School Yearbook

1956 Polaris Palmer School Yearbook

[View Details >](#)



1955 Polaris Palmer School Yearbook

1955 Polaris Palmer School Yearbook

[View Details >](#)



1954 Polaris Palmer School Yearbook

[View Details >](#)



1953 Polaris Palmer School Yearbook



1952 Polaris Palmer School Yearbook



1951 Polaris Palmer School Yearbook

1951 Polaris Palmer School Yearbook



1950 Polaris Palmer School Yearbook

1950 Polaris Palmer School Yearbook

Explore Palmer, Alaska



Get the Palmer Visitor Guide & plan your visit

The Palmer Museum designs and distributes 30,000 copies of the Palmer Visitor Guide to visitor centers and other businesses throughout the entire state of Alaska.

The guide includes:

- ✓ Agricultural & Garden Walking Tour
- ✓ Historic District Map & Self-Guided Walking Tour
- ✓ "Plan Your Day" Page
- ✓ Expanded Hiking Pages
- ✓ Up-to-Date Business Directory

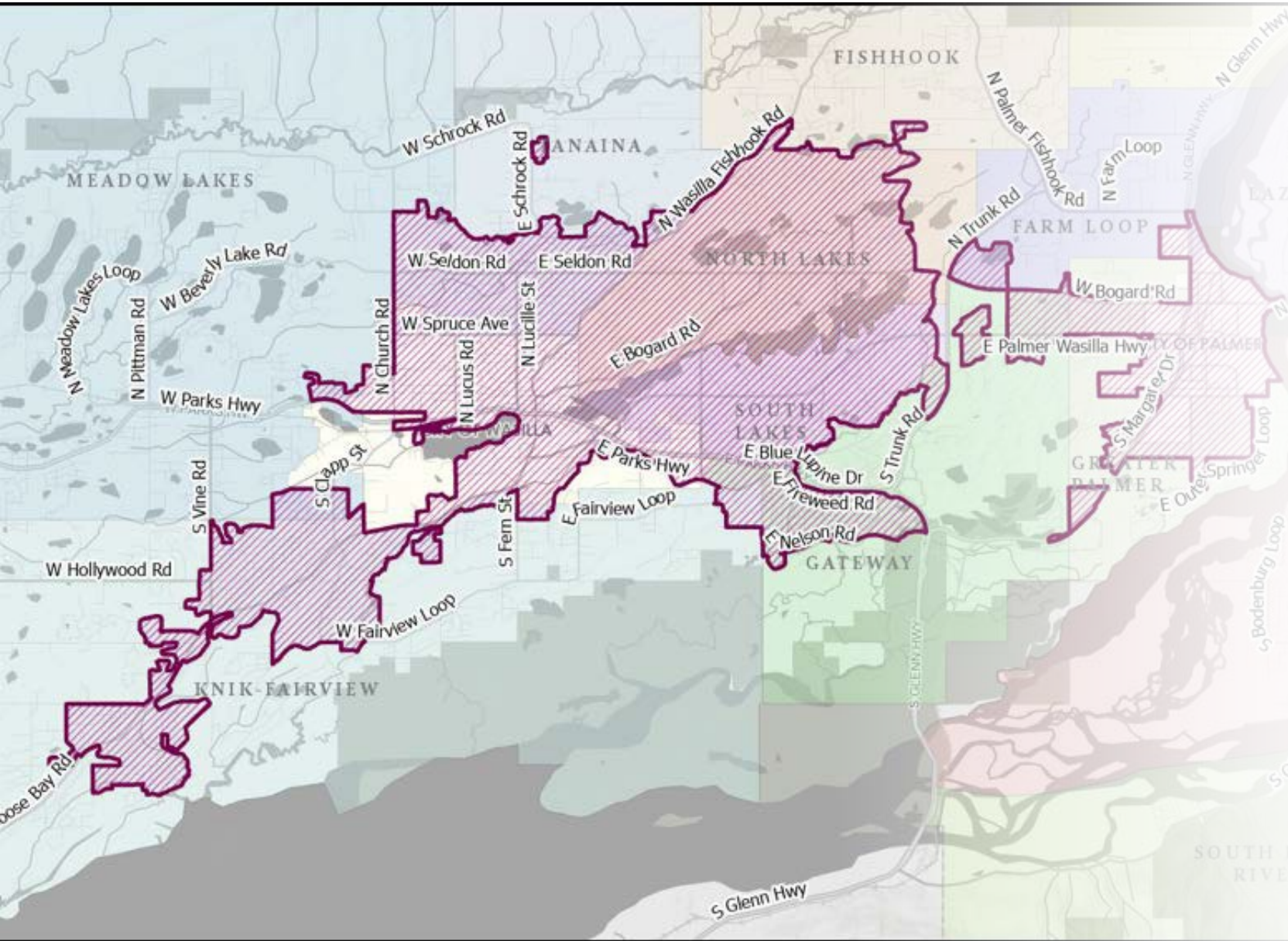




**Thank You for taking
time to visit
The Palmer Visitor
Information Center
and Museum**



MSB Transit Continuity



Urban Designation

- ✓ Population greater than 50,000
- ✓ Now eligible for FTA urban transit funding (5307) as a small urbanized area
- ✓ Urban area transit services are no longer eligible for rural transit (5311) funding
- ✓ To maintain transit services, a local government entity must act as a Direct Recipient of urban transit (5307) funding
- ✓ On August 8, 2023, the Assembly voted unanimously to apply to become a Direct Recipient and pursue funding
- ✓ On November 6, 2023, The Governor of Alaska designated the MSB as a Direct Recipient of FTA funding

Transit Continuity

Preferred Option: MSB Contracts with Transit Provider

- **MSB is a direct recipient of FTA urban transit (5307) funding.**
- **Competitive bid process** in accordance with federal and MSB procurement procedures to contract with provider(s) to continue transit services.
- **Contractor would be responsible for meeting the federal requirements** of the program, such as operational policies, Title VI requirements, tracking of funds/fares and all other requirements applicable in the FTA Contractor's Manual.
- **Contractor would be responsible for maintenance** of rolling stock, garages/barns, staffing and associated payroll and human resource responsibilities.
- Because most transit services are currently provided by non-profit organizations **this option would allow continued funding to provide continuity of services.** Staff, rolling stock, facilities and operational policies and procedures are already in place and non-profits are using FTA rural transit (5311) funds, which have many of the same requirements as FTA urban transit (5307).

Purpose & Need for Transit Continuity



ACCESS TO JOBS



ACCESS TO SCHOOLS



ACCESS TO SHOPPING



ACCESS TO MEDICAL CARE



ACCESS TO OTHER ESSENTIAL SERVICES



ACCESS TO CONDUCT BUSINESS

“Transportation plays a key role in economic development. Good transportation systems provide a clear competitive edge by facilitating easy access to local businesses, maintaining regional mobility, and reducing congestion costs.” – MSB Economic Development Strategic Plan, 2010



- 41% of MSB employed residents work outside the borough
- 28% work in Anchorage
- More than half of MSB population falls into one or more priority populations, with a higher propensity for relying on transit*

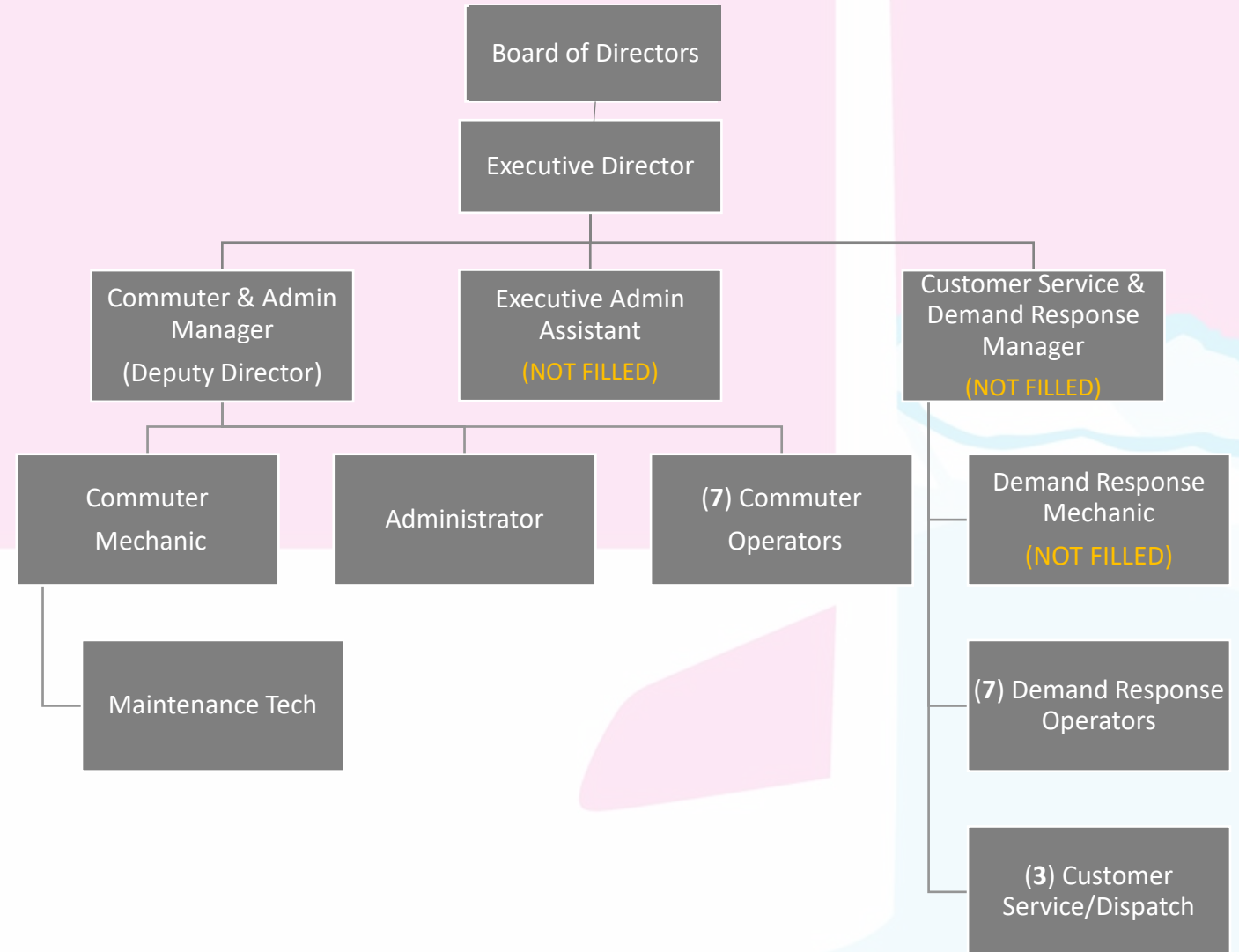
**American Community Survey 5-year Estimates 2016-2020, released March 2022*

VALLEY TRANSIT

Mission: To provide accessible, sustainable, reliable, efficient and quality public transportation.

HISTORY & GOVERNANCE

- 501c3 non-profit
- Consolidated in 2017 from MASCOT (started in 1999) and Valley Mover (started in 2010)
- Board of Directors
- FTA Compliance; Policy, Procedures
- Annual Federal Single Audits, 4 consecutive years of clear audits, low risk



SERVICES

- **Demand Response:** Non-fixed route system of transporting individuals requiring advanced scheduling by the customer.

Available Mon-Sat.

Zone based fare, 9 zones

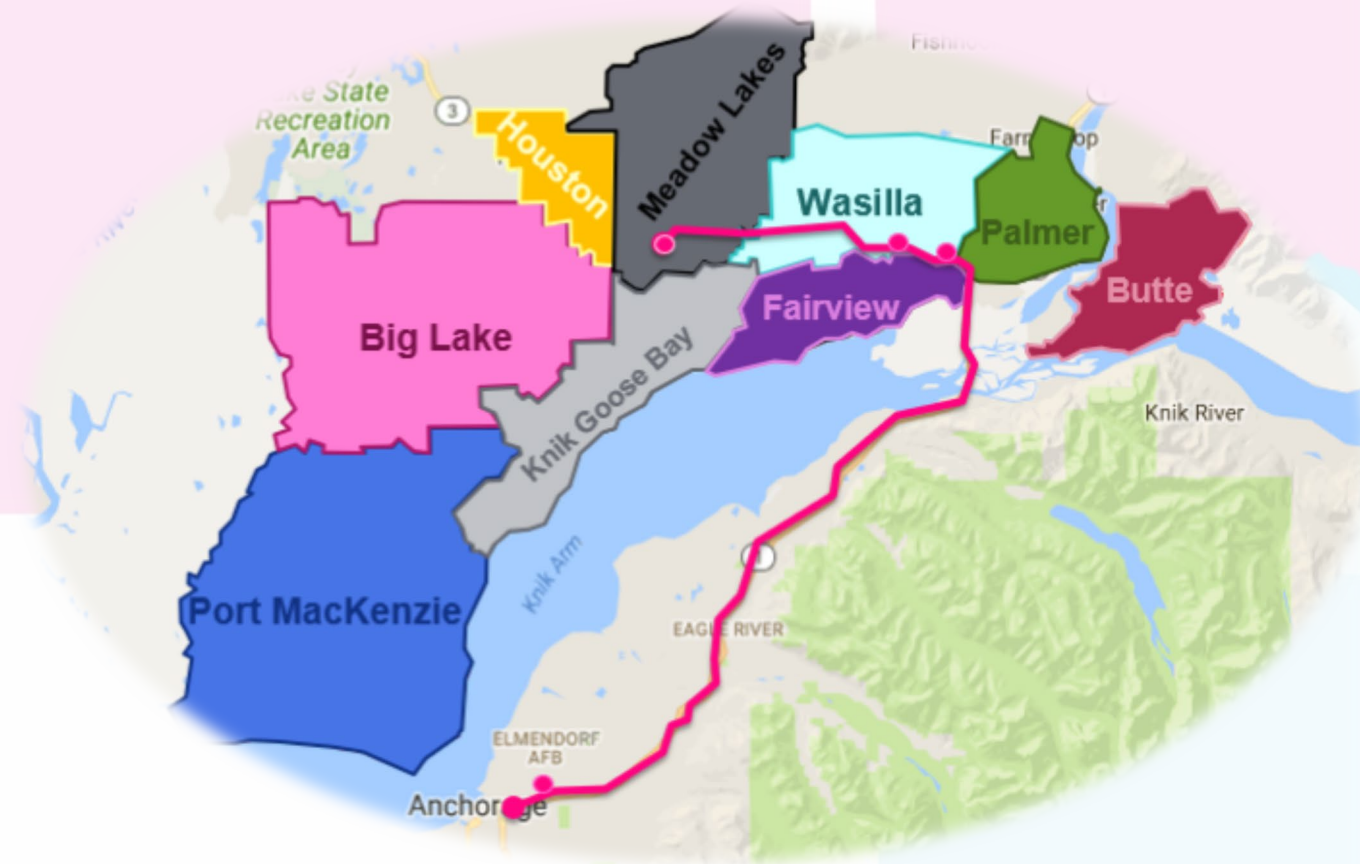
\$3 general public - \$2 senior and youth

- **Commuter:** Local fixed-route bus transportation connecting outlying areas with a central city.

14 Round Trips M-F; 4 on Saturdays

\$7 one-way - \$10 Day Pass - \$120/month

- **Local Contracts & Partners:** Youth360, Veterans, Center for the Blind, UAA, ConocoPhillips



FLEET

- **Commuter** - MCI over the road coaches
- **Demand Response** - Van, SUVs, Cutaways
- **Coming Soon** - Transit Vans: replacement for demand response fleet past useful life




TECHNOLOGY


- Fare box collection system - mobile ticketing, open-source payment (CC)
- MyRide real time tracking for commuter, updates for delays
- Novus demand response scheduling
- DriverMate tablets for real time updates to/from drivers
- Notifications sends out automated email, text, or calls to passengers
- Passenger Portal- passenger website to schedule demand response rides, track where their bus is, pay fares, etc.


New Booking


One Way Round Trip Multi Trip

 **BOOK AGAIN (OPTIONAL)**


Select a Recent Booking ▾

 **DATE** **REPEAT**

mm/dd/yyyy 

 **FROM** **TO**

Origin Address Unit: Destination Address Unit:

 **OUTBOUND TRIP** **RETURN TRIP**

Pick me up at ▾ Pick me up at ▾

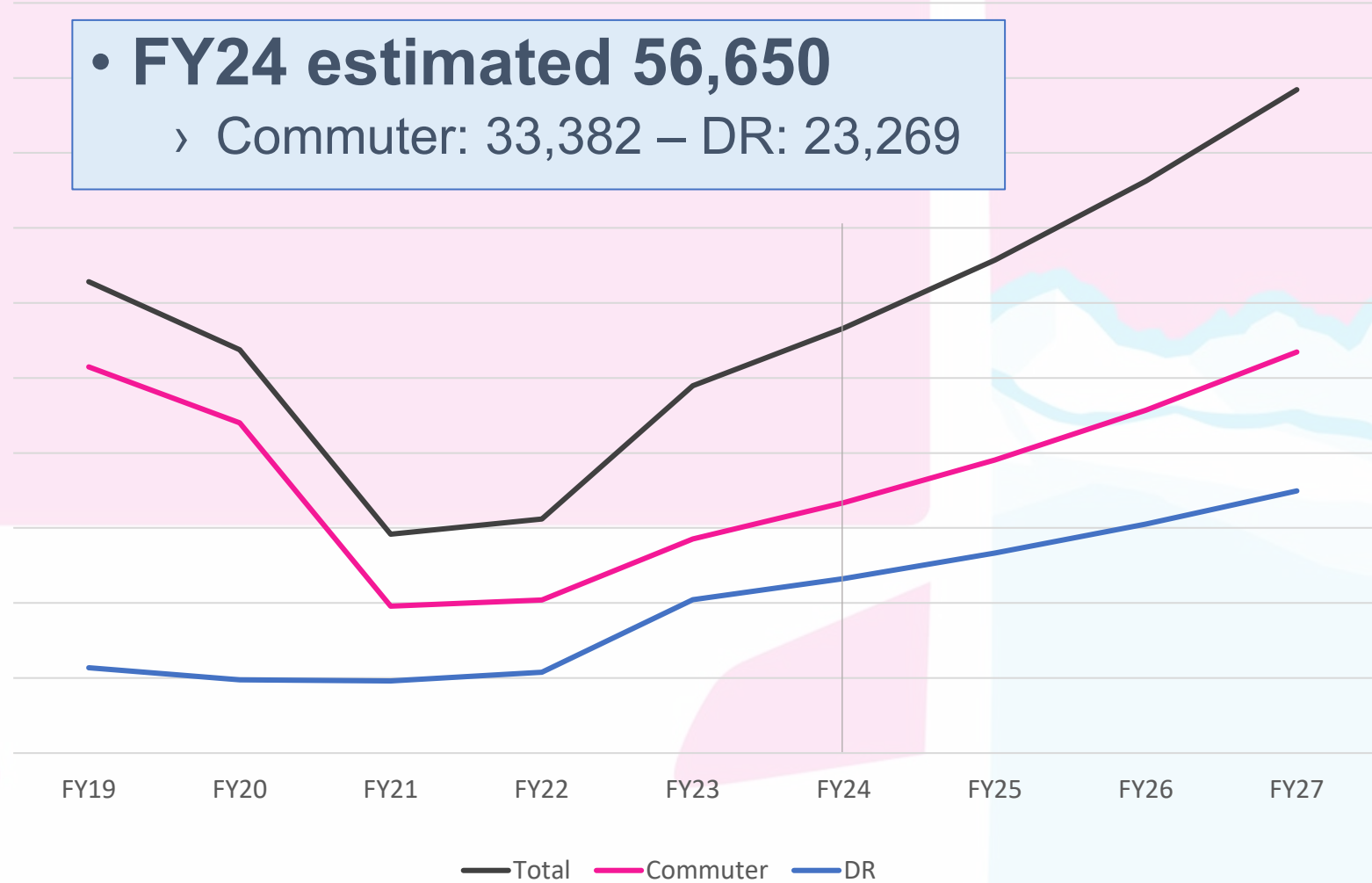
Select a time ▾ Select a time ▾

[Continue »](#)

RIDERSHIP

- FY24 = 42,489 (YTD - 75%)
 - › Commuter: 25,037 – DR: 17,452
- **FY23 = 48,968**
 - › Commuter: 28,545 – DR: 20,423
- **FY22 = 31,183**
 - › Commuter: 20,411 – DR: 10,772
- **FY21 = 29,187**
 - › Commuter: 19,588 – DR: 9,599
- **FY20 = 53,768**
 - › Commuter: 44,001 – DR: 9,767
- **FY19 = 62,839**
 - › Commuter: 51,456 – DR: 11,383

• **FY24 estimated 56,650**
 › Commuter: 33,382 – DR: 23,269



*54% of operating budget is estimated to cover commuter service/47% of operating budget is estimated to cover demand response

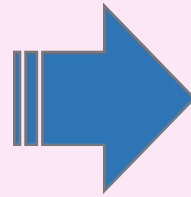


FEDERAL FUNDING

5311: \$1.5 Million

- Admin & Prev. Maintenance (90.97/9.03)
- Operating (56.86/43.14)

**As a rural provider, match was previously provided by the Mat-Su Health Foundation*



5307: \$1.8M

- Operating (50/50)
- Planning & Capital (80/20)
- ADA-CAA-Bike (90/10-95/5)

Other Federal Funding

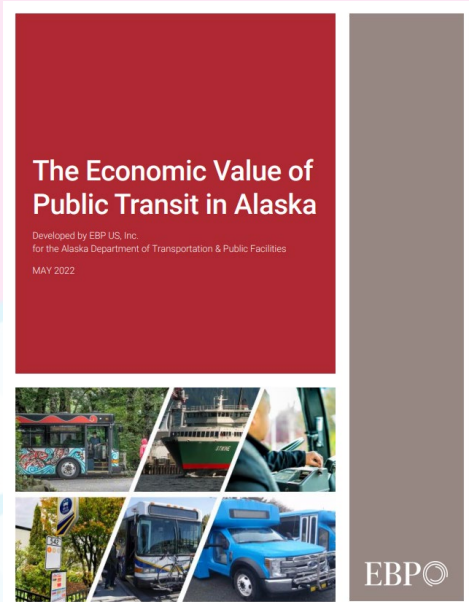
- FY24: ARPA - \$500,000
- FY23: CRRSAA - \$1,026,170
- FY22: CARES - \$3,322 & CRRSAA - \$49,434
- FY21: CARES - \$55,805

Eligible matching fund sources:

- Local Government Funding
- Grants
- In-kind

**Fares CANNOT be used as local match*

ECONOMIC IMPACT



- American Public Transportation Association **2020 Economic Impact of Public Transportation Investment 1:5**
- May 2022 Alaska DOT&PF contracted EBP US, Inc. to do a study: **The Economic Value of Public Transit in Alaska**. Valley Transit proved a 1:2.73 return on investment.

Fares between Wasilla & Palmer:

- Valley Transit → \$6 or \$4 for seniors and youth
- Uber/Lyft → \$30
- Taxi → \$45

- **Direct:** Transit agencies employ workers, pay wages, and invest in equipment and supplies.
- **Indirect:** Transit agencies purchase goods and services from Alaskan companies which in turn employ and pay workers.
- **Induced:** Transit agency and supplier employees spend their income, generating additional activity within the Alaska economy.

Draft Non-Federal/Local Match Scenarios

Match contributor	Population	Per Person Cost	Scenario 1	Per Person Cost	Scenario 2
MSB UZA	54,039	\$ 25.75	\$ 1,391,504.25	\$ 21.00	\$ 1,134,819.00
City of Wasilla	9,061	\$ 25.75	\$ 233,320.75	\$ 21.00	\$ 190,281.00
City of Palmer	5,877	\$ 25.75	\$ 151,332.75	\$ 21.00	\$ 123,417.00
Non-Profit/Grants					\$ 330,000.00
Total			\$ 1,776,157.75		\$ 1,778,517.00

Scenario 1:

This funding strategy does not include matching funds from NGOs, sponsorships, donations, or other grant funds. It allocates matching funds based on \$25.75/per person population of the governmental entity within the UZA

Scenario 2:

This funding strategy includes approximately 80% funding from the MSB and other governmental partners, allocating \$21.00/person as match, and the remaining 20% of the matching funds from NGO's.

**these scenarios demonstrate the highest possible match requirement, utilizing 100% of the funding for operating expenses at a 50/50 match rate and not accounting for split letter results re: allocation to Alaska Railroad*

Next Steps & Schedule

<i>April 2024</i>	<i>Full allocation of 5307 funding released by FTA</i>
<i>April 2024</i>	<i>Hire Grant Writer to support 5307 application</i>
May 2024	Transit Update to MSB Assembly
May 2024	Host meetings to discuss local match funding – <i>Palmer May 13</i>
May-July 2024	Prepare FTA 5307 grant application materials
July 2024	Assembly vote to finalize local match funding mechanism
June-July 2024	Develop RFP for services & Contracted Services Agreement
August 2024	Final Grant Submission
August 2024	Issue RFP
Sept 2024	DOT Supplemental Agreement Signed
Sept 2024	Assembly approval to accept and appropriate 5307 FTA funds
Sept 2024	Assembly approval to enter into contracted services arrangement
Oct 2024	Contracted urban transit services begin



F. 2.

Palmer City Council Meeting
Meeting Date: 05/13/2024
Department: City Clerk's Office


Subject
Mayor's Report

Summary Statement/Background

Administration's Recommendation:

Attachments

Mayor's Report



Palmer Mayor's Report

Monday May 13, 2024 Council Meeting

Manager's Search Update

Due to a procedural and clerical error, the council unanimously moved to direct the Mayor and Attorney to Withdraw all offers for the City Manager position. Human Resources has been instructed to repost the position with a correction to the salary range from \$130,000 DOE to be \$130,000 to \$160,000 a year. Both finalist candidates have been informed and invited to apply again.

This was due to a potential violation of the Open Meetings Act and was an inadvertent action taken by the Council in recent Executive Session.

Agenda Highlights

Communications and Appearance

- Palmer Museum of History and Art-Mary Jo Parks
- Transit Presentation – Maija DiSalvo, Long Range Planner, Matanuska-Susitna Borough
- Proclamation – Honoring the Alaska Airman's Association
- Proclamation – Honoring Rod Christiansen
- Proclamation – Recognizing the Butte Bandits as the 2023-2024 NASP Alaska State Archery Champions

Transit update

I did watch the Transit Update presentation to the MSB Assembly May 7. This should be a good presentation for us. One of the key parts is that Valley Transit has different types of services as shown in this graphic.

Palmer Mayor's Report

SERVICES

- **Demand Response:** Non-fixed route system of transporting individuals requiring advanced scheduling by the customer.

Available Mon-Sat.

Zone based fare, 9 zones

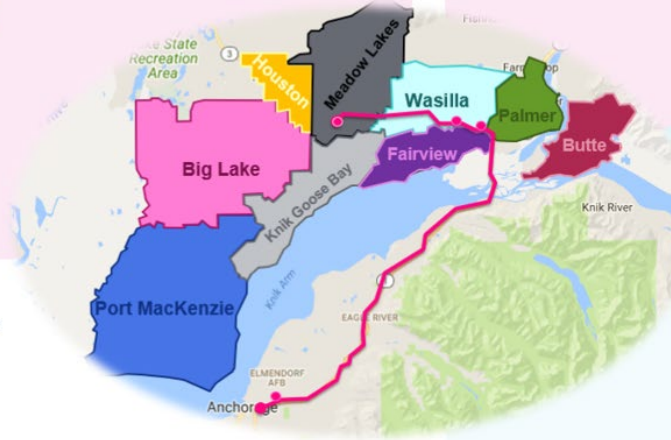
\$3 general public - \$2 senior and youth

- **Commuter:** Local fixed-route bus transportation connecting outlying areas with a central city.

14 Round Trips M-F; 4 on Saturdays

\$7 one-way - \$10 Day Pass - \$120/month

- **Local Contracts & Partners:** Youth360, Veterans, Center for the Blind, UAA, ConocoPhillips



Also, there is the element that with the Urban designation thrust onto the Mat-Su Borough, the funding has changed significantly. There is now a 50% Non-Federal match which the cities are being asked to participate in.

Palmer Mayor's Report

Draft Non-Federal/Local Match Scenarios

Match contributor	Population	Per Person Cost	Scenario 1	Per Person Cost	Scenario 2
MSB UZA	54,039	\$ 25.75	\$ 1,391,504.25	\$ 21.00	\$ 1,134,819.00
City of Wasilla	9,061	\$ 25.75	\$ 233,320.75	\$ 21.00	\$ 190,281.00
City of Palmer	5,877	\$ 25.75	\$ 151,332.75	\$ 21.00	\$ 123,417.00
Non-Profit/Grants					\$ 330,000.00
Total			\$ 1,776,157.75		\$ 1,778,517.00

Scenario 1:

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This funding strategy includes approximately 80% funding from the MSB and other governmental partners, allocating \$21.00/person as match, and the remaining 20% of the matching funds from NGO's.

**these scenarios demonstrate the highest possible match requirement, utilizing 100% of the funding for operating expenses at a 50/50 match rate and not accounting for split letter results re: allocation to Alaska Railroad*

Public Hearings

1. **Resolution No. 24-022:** Authorizing the City Manager to Negotiate, Appropriate Funding, and Execute a Professional Services Agreement for Phase 2 with Wolf Architecture to Perform Architectural & Engineering Services Design of the Palmer Public Library Project

Action Memoranda

- **Action Memorandum No. 24-025:** Authorizing Utility Connection for a 58-lot Subdivision Located Off East Bogard Road, Palmer, Alaska
- **Action Memorandum No. 24-024:** Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of PMC 3.21.230, 50 Used Golf Carts from Moose Run Golf Course Not to Exceed \$125,000
- **Action Memorandum No. 24-029:** Authorizing the City Manager to Execute a Contract with HSL Engineering Consultants in the Amount not to Exceed \$22,840 for Final Design, Bidding Assistance and Construction Administration Services for the Fire Training Center Drainage Improvements Reservoir #4 Insulation Repairs Project



Palmer Mayor's Report

New Business


1. Refer the Palmer Municipal Code Sections Pertaining to Short-term Rentals for Review to the Planning and Zoning Commission

Southcentral Mayor's Energy Coalition supports HB394

I believe HB394 has passed the House and is being considered by the Senate. I've attached talking points to help answer questions regarding the reasons why the Southcentral Mayors' Energy Coalition's supported HB394.

Mayor Steve Carrington

Cc: Talking Points for HB394



Palmer Mayor's Report

Mayors' Letter in Support of HB 394

Talking Points

- There is a projected natural gas shortage predicted in Southcentral in the next 4 to 5 years.
 - Sources: DNR, utilities
 - Cannot predict with certainty when we will run short of gas.
- Utilities can no longer get “firm” (meaning guaranteed volumes) natural gas contracts from the Cook Inlet producers.
- New sources of natural gas are needed to meet Southcentral’s projected gas requirements.
- Renewables and other energy sources cannot come on stream soon enough to fill the projected shortfall in gas supply.
- The utilities are putting plans together to import LNG to make up for the reduced supply. Private companies have plans for developing new gas in Cook Inlet, but to date, they have not been able to move ahead.
 - If asked: Refer to Enstar and Blue Crest/Hex regarding details of their plans.
- Currently, natural gas storage owned and operated by Enstar has been helping provide gas on high demand days. This storage facility is not sufficient for future demand.
 - Gas storage is accomplished by injecting natural gas into old gas reservoirs and repressuring the reservoir. The gas is produced when demand requires.
- HB 394 provides the framework for RCA regulated commercial natural gas storage.
 - Hilcorp has the capacity to provide gas storage service for the utilities.
 - Hilcorp has about 100 BCF+ of capacity, while Enstar has about 10 BCF (billion cubic feet). Total yearly demand for natural gas in Southcentral is ~ 70 BCF.
 - RCA oversight allows Hilcorp to offer storage to the utilities.
- The new gas storage service HB 394 facilitates is necessary regardless of whether the shortage is offset by new production or LNG imports.
- Regarding the other bills introduced in the legislature that would incentive investment in new production: The Mayors’ Council is supportive of legislation that will bring new sources of energy to Southcentral. We will be monitoring the progress of other bills and will consider lending support as they progress. We are lending our support to HB 394 now because it is a form ready for a House vote.



H. 1.

Palmer City Council Meeting
Meeting Date: 05/13/2024
Submitted For: John Moosey, City Manager
Department: City Manager's Office
Legislation Number: RES 24-022

Subject

Resolution No. 24-022: Authorizing the City Manager to Negotiate, Appropriate Funding, and Execute a Professional Services Agreement with Wolf Architecture Not To Exceed \$1,123,732 to Perform Architectural & Engineering Services Design For Phase 2 of the Palmer Public Library Project

Summary Statement/Background

February 15, 2023: a devastating roof collapse rendered the 38-year-old library inoperable. This facility, serving a population of 39,500, was not just a repository of books but a vital hub for government services, educational support, and technological access for the Matsu Valley.

April 10, 2023: A Request for Proposal (RFP) for "Architectural services to evaluate the feasibility of repairing, expanding, or replacing in its entirety, and provide planning and design services for future needs of the Palmer Public Library" was issued on the City of Palmer's website.

June 27, 2023: The Palmer City Council approved Resolution No 23-019 which stated "Authorize the City Manager to Appropriate Funds from the Unassigned General Fund Balance and Award a Contract for Architectural Design Services to Evaluate Alternatives to Repair, Renovate and Expand or Replace the Palmer Public Library and Award a Professional Service Contract to Wolf Architecture Inc. in the Amount Not to Exceed \$160,000."

Wolf Architecture has completed:

- Phase 1: Community outreach/Concept Design**
- Phase 2: 35% Schematic Design**

This resolution allows Wolf Architecture to move forward with the Palmer Public Library Project by doing the following:

- Phase 3 -- 65% Design Development**
- Phase 4 - 95% & 100% Construction Documents**
- Phase 5 - Permitting/Bidding/Construction Administration**

The City has received \$755,000 from insurance reimbursements that is currently sitting in Fund 08 Capital projects. The remaining balance of \$368,732 can be funded from the general fund unassigned fund balance which has a current balance of \$9,384,873.

Administration's Recommendation:

The Administration recommends adopting Resolution No. 24-022.

	Fiscal Impact
Total Amount of funds listed in this legislation:	\$1,123,732
Legislation creates expenditure in the amount of:	1,123,732
Budgeted Y/N?:	N
Line Item(s):	01-01-70-6078 Transfer Out; 08-00-00-3673 Transfers From Other funds; 08-01-19-6220 Engineering Services

Attachments

Palmer Public Library 572024
Professional Services Agreement for Architectural Planning and Design Services and Construction Administration for Palmer Public Library
Resolution 24-022

City of Palmer
231 W Evergreen
Palmer, Alaska 999645

May 7, 2024

Agreement to Perform Architectural & Engineering Services For the Design of the Palmer Public Library Replacement

Proposal No.: 2024-11
Ph: (907) 745-3271
Attn: Mr. John Moosey

We are pleased to provide you with this proposal for the continuation of design services for the proposed 20,000 sf Palmer Public Library project. Project budget for the facility is approximately \$15 million. The efforts outlined in this proposal will continue the work completed during the programming and concept design phases. We understand the proposed project scope to include the following phases and anticipated times to completion:

- 1) Schematic Design (5-6 weeks)
- 2) Design Development (8 -9 weeks)
- 3) Construction Documents (10-12 weeks)
- 4) Bidding (5 weeks)
- 5) Construction Phase Services (15 months)

Scope of Design Work

Phase 1 – Community Outreach / Concept Design--COMPLETED

Phase 2 – 35% Schematic Design--COMPLETED

Phase 3 – 65% Design Development

The Design Development phase will commence by building upon the significant effort and investment completed during the programming and concept design phase. We will start by working with the Library Design Committee to resolve the style, form, and materiality of the building and adapt the plans accordingly. With a diversity of opinion, we anticipate this effort will require several iterations. The Palmer City Council will then have an opportunity to review the design and concur with the Committee recommendation. With a clear direction established, our engineering consultants will begin their civil, structural, mechanical and electrical design efforts. The Schematic Design Phase will include the following tasks:

- 1.) Convene Library Design Committee to review concept design and establish consensus for design modification objectives.
- 2.) Adjust building form, materials, and overall exterior aesthetic compatible with existing floor plans to meet objectives.
- 3.) Adapt floor plans as necessary to conform with revised exterior.
- 4.) Update site and landscaping.
- 5.) Engage consulting engineers to begin designing structural/mechanical/electrical systems

Upon acceptance of the design completed under the preliminary stage , the design team will continue to develop the design and further define the details such as the exact configuration and extent of the casework, the initial selection of finish materials, construction optimization, sizing and layout of the structural, mechanical, and electrical systems, energy optimization, and further development and the landscaping plans. Tasks associated with the Design Development work phasing includes:

- Site Planning
- Floor Plan
- Develop Reflected Ceiling Plans
- Roof Plan
- Refine Exterior Elevations
- Adjust Building Sections
- Create Wall Sections
- Design Casework
- Initial Finish Material Selection
- Interior Elevations
- Structural Layout
- Mechanical System layout
- Electrical System Layout
- Outline Specifications
- Energy Optimization
- Code Analysis
- Estimating
- Design Meetings

Phase 4 – 95% & 100% Construction Documents

Upon acceptance of the design completed under phase 3, the design team will commence the work to complete the project documents used to bid and construct the proposed Library. The work in this phase involves completing the calculations and detailing needed to finalize the structural, mechanical, and electrical systems. The efforts also include specifying each material and component in the building and coordinating and detailing precisely how each product fits into the overall facility. Tasks associated with the Construction Drawing phase includes finalizing the following:

- Floor Plan(s)
- Reflected Ceiling Plans
- Roof Plan
- Exterior Elevations
- Building Sections
- Wall Sections
- Casework
- Finish Material Selection
- Finish Plans
- Equipment Layout
- Interior Elevations
- Interior Detailing
- Exterior Details
- Civil Design
- Structural design
- Mechanical System design
- Electrical System design
- Landscaping Design
- Specifications
- Estimating
- Design Meetings
- Furnishings

Phase 5 – Permitting/Bidding / Construction Administration

The work associated with this phase includes assisting the City of Palmer with permitting, procurement and responding to Contractor questions during the bidding period. Prior to or concurrent with issuance of bid documents, the completed design drawings will be sent to the Authority Having Jurisdiction for plan review. Upon receipt of proposals, we will assist the City in evaluating bids for conformity and completeness. Following contract acceptance, we will be the main point of contact during the construction phase. Throughout the expected 15 month construction period, Wolf Architecture will make regular site visits and will work with the General Contractor and the City of Palmer to ensure the project conforms with the contract documents and is a success. Tasks during this phase include:

- 1.) Assist with project bidding
 - a. Pre Bid Meeting
 - b. Prepare Addenda

- c. Prepare Bid Forms
 - d. Bid Evaluation
- 2.) Provide Construction Assistance
- a. Weekly site visits during the course of construction.
 - b. Submittal reviews
 - c. Respond to contractor and owner generated questions.
 - d. Closeout, O&Ms, Record Drawings

I. Additional Services

- A. No additional services are provided under this contract.

II. Hazardous Material

Wolf Architecture has not included any analysis, engineering or remediation work involved with hazardous materials as part of this project. If during the course of this project hazardous substances are found, then it is our understanding that the Owner will contract with an independent environmental consulting agency to conduct analysis and abatement of the hazardous material.

III. Geotechnical Investigation

Wolf Architecture has not included any geotechnical investigations as part of this project. The proposed library will be located more or less over the existing structure and it is assumed the ground is suitable for a new library. We are not anticipating unsuitable buried materials surrounding the library. However, we anticipate coordinating with the City to excavate a few holes around the perimeter of the building as part of the anticipated demolition of the existing structure.

IV. Owner's Responsibilities

- A. Demolish the existing structure and remove all debris from the demolition prior to this project being bid.
- B. Coordinate the excavation of up to three holes around the exterior of the existing building as part of the demolition process to confirm the soil composition within the footprint of the proposed building.
- C. Render decisions in a timely manner so as to not unnecessarily impede the progress of the Architects Services
- D. Prompt written notice shall be given to the Architect if the Owner or Contractor becomes aware of any fault or defect in the project or non-conformance with the Contract Documents.
- E. Pay for required permitting fees.
- F. Pay for all printing costs
- G. Pay for code mandated inspections and testing

V. Construction Cost

Cost estimating services has been included as part of this proposal to guide the design team and Owner during the design process. We anticipate the Tonsina Estimations will utilize the cost model developed during the concept design phase and continue updating the cost model throughout the course of design. We anticipate two formal estimates will be produced, the first at the conclusion of Phase 3 and the second at 95% to confirm the project is within budget. Tonsina will also provide an independent constructability review as part of the estimating process.

VI. Dispute Resolution

- Claims, Disputes, or other matters in question between the parties to this agreement shall be subject to Mediation as a condition precedent to arbitration.
- The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

VII. Termination

If the Owner fails to make payment(s) to the Architect, such failure shall be considered substantial non-performance and cause for termination or, at the Architect's option cause for suspension of services under this Agreement.

In the event of suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of suspension of services.

VIII. Overhead Expenses

This fee includes all overhead expenses related to the design and production of this project except as noted below:

1. Permitting or costs related to permitting.
2. Survey.
3. Soils testing.
4. Traffic analysis or engineering
5. Inspections or materials testing.
6. Printing
7. Hazardous materials testing or remediation.

A. Phase Completion

Progress billing will occur at the end of each Phase of the project. Payments are due and payable fourteen (14) days from the date of Architect's invoice. Amounts unpaid 30 days after the invoice is due shall bear interest at the rate of 2% per month.

IX. Terms of Service

Per City of Palmer Professional Services Agreement

X. Compensation for Additional Services

Work that is required or requested outside of the Scope of Work indicated above will be on a Time and Material basis or based on a re-negotiated Agreement. If the Scope of

- A. Work or the Architect's services are changed materially, the amount of compensation shall be equitably adjusted.
- B. Compensation for additional services will be on an hourly basis according to the Table of Hourly Rates indicated in Appendix A.

Architect



Gary Wolf AIA LEED AP, President
Wolf Architecture, Inc.

Appendix A

I. Basis of Compensation

A. Basic Compensation

Table of Hourly Rates

Principal	Proj Mgr	Proj Arch	Arch III	Arch II	Admin
\$215.00	\$170.00	\$150.00	\$135.00	\$135.00	\$100.00

Phase	100%					Record Commissioning			Total
	65%	95%	Bidding	CA	Dwgs	Commissioning	Record	Commissioning	
Architecture WA	\$ 154,500	\$ 136,000	\$ 6,473	\$ 130,000	\$ 3,900				\$ 468,373
Interiors MR	\$ 20,300	\$ 9,000	\$ 700	\$ 8,000					\$ 40,600
Civil PND	\$ 18,409	\$ 12,798	\$ 1,807	\$ 9,494	\$ 576				\$ 49,271
Structural PND	\$ 77,120	\$ 35,820	\$ 1,666	\$ 11,284	\$ 576				\$ 132,368
Mechanical HZA	\$ 72,000	\$ 34,000	\$ 1,500	\$ 14,500	\$ 1,800	\$ 8,000			\$ 138,800
Electrical EIC	\$ 70,270	\$ 27,027	\$ 1,500	\$ 17,664	\$ 500	\$ 9,820			\$ 137,592
Landscaping COR	\$ 15,340	\$ 7,395	\$ 925	\$ 9,710	\$ 1,010				\$ 39,550
FFE MR	\$ 8,250	\$ 12,200	\$ 850	\$ 4,400					\$ 32,100
Estimating TON	\$ 16,000	\$ 8,000							\$ 24,000
Energy Model JC	\$ 1,500								\$ 1,500
Sub Total	\$ 453,689	\$ 282,240	\$ 15,421	\$ 205,052	\$ 8,362	\$ 17,820			\$ 1,064,154
Coordination 10%	\$ 29,919	\$ 14,624	\$ 895	\$ 7,505	\$ 446	\$ 1,782			\$ 59,578
Subtotal Design									\$ 866,449
Subtotal Construction Services									\$ 257,283
Total Design Fee									\$ 1,123,732

Professional Services Agreement for Architecture Planning and Design Services for Palmer Public Library

THIS AGREEMENT made and entered into this ____ day of _____, by and between the CITY OF PALMER and Wolf Architecture Inc.

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Palmer.
- B. The term "Consultant" means Wolf Architecture Inc.
- C. The term "Manager" means the manager of the City of Palmer or his authorized representative.

Section 02 Employment of Consultant

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

Section 03 Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Section III of the RFP, entitled Scope of Work, attached hereto, and incorporated by reference as if fully set forth herein.

Section 04 Personnel

The Consultant shall be responsible for the management and performance of all personnel, including both employees of the Consultant and Sub-Consultants.

Section 05 Contract Period

The services of the Consultant shall commence upon execution of this Agreement by the Manager and have an initial contract term of one year with an effective date of the day of execution of PSA until Library complete. The contract may be renewed for up to one additional year at the sole discretion of the City.

Section 06 Compensation

- A. Subject to the provisions of this Agreement, the City shall pay the Consultant for services and expenses for this Agreement based on services performed for the outline tasks (as set forth in Appendix A of this Agreement).
- B. 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 Consultant in connection with performance of Agreement duties. The parties understand and agree that, except

as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 07 Method and Time of Payment

A. The City will pay to the Consultant the amount set forth in Appendix A which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Section I. c) of the RFP; Normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line-item categories (e.g., Personal Services, Travel, Contractual Commodities and Equipment). Documentation of expenditures must be submitted with billings.

B. Payment will be disbursed in accordance with Section I. c) of the RFP.

C. All invoices must be submitted in duplicate and addressed as follows:

City of Palmer
Attention: Director of Finance
231 W Evergreen Ave Palmer, Alaska 99645

D. It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed the compensation listed in appendix B.

Section 08 Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant 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 Consultant of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of section I of the RFP only for work completed to the City's satisfaction in accordance with section III of the RFP and the other terms of this Agreement.

Section 09 Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above 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 Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section I of the RFP only for work completed to the City's satisfaction in accordance with Section III of the RFP and the other terms of this Agreement.

If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10 Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant 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 Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant 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 Consultant and which prevent the performance of the Consultant: 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 Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

Section 11 Modifications

- A. The parties may mutually agree to modify the terms of the Agreement. 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 Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

Section 12 Equal Employment Opportunity

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Consultant 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 War 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 Consultant agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age,

or status as a disabled veteran, or veteran of the Vietnam War era. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the City may require.

Section 13 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 their personal interest or the interest of any corporation, partnership, or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14 Assignability

A. The Consultant 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 Consultant 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 Consultant shall be responsible to the City for any money due the assignee of this agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement not previously outlined in the proposal without the prior written approval of the City.

Section 15 Interest of Consultant

The Consultant 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 Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 16 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

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 or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City or the Comptroller General 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.

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 every protection hereof.

Section 21 Permits, Laws and Taxes

The Consultant shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Consultant under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Consultant shall pay all taxes pertaining to its performance under this Agreement.

Section 22 Relationship of the Parties

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

Section 23 Agreement Administration

- A. The City Manager, or the designee, will be the representative of the City administering this Agreement.
- B. The services to be furnished by the Consultant shall be administered, supervised, and directed by an Account Executive. If any of the individuals identified in the proposal to perform

work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Palmer.

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:

- Request for Proposal (RFP)
- City of Palmer Business License
- Certificate of Insurance
- State of Alaska Business License
- Agreement to Perform Architectural & Engineering Services for the Design of the Public Library Replacement Phases 2 – Phases 5
- Appendix A. Fees/Compensation

Section 25 Defense and Indemnification

A. The Consultant shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors, or omissions of the Consultant under this agreement. The Consultant shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Consultant and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Consultant" and "City", as used within this article, include the employees, agents and other consultants/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant and in approving or accepting the Consultant's work.

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 Consultant Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
1. Insurance Services office form number CG 0001 covering Commercial General Liability.
 2. Insurance Services office form number CA 0001 covering Automobile Liability, symbol "any auto".
 3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
 4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.
- B. Minimum Limits of Insurance Consultant shall maintain limits no less than:
1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.
 2. Auto Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily injury by Accident - \$500,000 each accident
Bodily injury by Disease - \$500,000 each employee
Bodily injury by Disease - \$500,000 policy limit
 4. Professional Liability:

\$1,000,000 per each claim. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claim made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

To meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied, or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees, and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees, and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

c. The Consultant insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees, and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

3. All Insurance

Contractor agrees to provide City of Palmer with notification of suspended, voided, or canceled insurance consistent with State noticing requirements of 10 days' prior written notice for nonpayment of premium or fraud on the part of the Consultant or 21 days' prior written notice for any other reason. Notification will be provided by certified mail, with and shall be mailed by the Consultant to the attention of the Director of Community Development.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause and shall be in effect for the duration of the contract period, or amended contract period, in Section 05 of this agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 28 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 29 Understanding

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

Section 30 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 of Palmer: 231 W Evergreen Avenue, Palmer, Alaska 99645
Consultant: INSERT ADDRESS

Section 31 Consultants' Violations of Tax Obligations

A. Any consultant in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases, and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

Section 32 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 33 Survival of Representations and Warranties

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

CITY OF PALMER

Wolf Architecture Inc.

John Moosey
CITY MANAGER

Gary Wolf
OWNER

DRAFT

LEGISLATIVE HISTORY

Introduced by:

Date:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

Resolution No. 24-022

Authorizing the City Manager to Negotiate, Appropriate Funding, and Execute a Professional Services Agreement with Wolf Architecture Not To Exceed \$1,123,732 to Perform Architectural & Engineering Services Design For Phase 2 of the Palmer Public Library Project

WHEREAS, The Palmer Public Library had a catastrophic event on February 15, 2023; and

WHEREAS, The repair and rebuild of the building is necessary; and

WHEREAS, On June 27, 2023, the Palmer City Council approved Resolution No 23-019 which stated, "Authorize the City Manager to Appropriate Funds from the Unassigned General Fund Balance and Award a Contract for Architectural Design Services to Evaluate Alternatives to Repair, Renovate and Expand or Replace the Palmer Public Library and Award a Professional Service Contract to Wolf Architecture Inc. in the Amount Not to Exceed \$160,000"; and

WHEREAS, Phase 1: Community outreach/Concept Design and Phase 2: 35% Schematic Design have been completed; and

WHEREAS, Direction was given by City Council to move forward with Wolf Architecture to execute Phase 3: 65% Design Development, Phase 4: 95% & 100% Construction Documents, Phase 5: Permitting/Bidding/Construction Administration.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby authorizes the City Manager to negotiate, appropriate funding, and execute an agreement with Wolf Architecture not to exceed \$1,123,732 to Perform Architectural & Engineering Services Design for continuation of the Palmer Public Library Project.

Approved by the Palmer City Council this 13th day of May 2024.

Steven J Carrington, Mayor

Shelly Acteson, MMC, City Clerk



I. 1.

Palmer City Council Meeting

Meeting Date: 05/13/2024
Submitted For: Crystal Dermer, Administrative Assistant
Department: Public Works
Agenda Category: Action Memorandum
Legislation Number: AM 24-025

Subject

Action Memorandum No. 04-025: Authorizing Utility Water Connection for a 58-lot Subdivision Located Off East Bogard Road, Palmer, Alaska

Summary Statement/Background

A 58-lot residential subdivision development is currently in design and the owner, WM Construction, LLC., is requesting permission to connect to the City of Palmer water system running along the northern side of East Bogard Road. This development will be a benefit to the City's water enterprise operation. The Manager is recommending City Council approval.

Administration's Recommendation:

Approve Action Memorandum No. 24-025

Fiscal Impact

Total Amount of funds listed in this legislation: \$15,000.00
Legislation creates a saving in the amount of: \$15,000.00
Budgeted Y/N?: N
Line Item(s): 02-00-00-2215 Utility Extension Deposit

Attachments

Utility Extension Agreement
Map

UTILITY EXTENSION AGREEMENT

RETURN TO: City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Palmer Recording District

THE CITY OF PALMER (hereinafter the City), a municipal corporation, and **WM Construction, LLC**, (hereinafter the Developer), enter into the following Agreement this 24 day of **April, 2024**.

Mr. Mike Thompson executes this Agreement on behalf of the Developer. It is understood that the Developer is a corporation and that the person who executes this Agreement on behalf of the Developer does so in the capacity of Owner. Mr. Thompson warrants that he has the authority to execute this Agreement on behalf of the owner, developer of the property which is the subject of this Agreement. The parties to this Agreement shall accept notices at the following addresses and telephone numbers:

DEVELOPER

Mike Thompson (owner)
WM Construction, LLC
PO Box 4042
Palmer, AK 99645

CITY

City Manager, City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645
(907) 745-3271

The real property which is the subject of this Agreement (hereinafter the Property) is located within the Palmer Recording District and the Palmer Water Utility Service Area as certificated by the Regulatory Commission of Alaska, and is described as:

See Attached

(NOTE: If this legal description is taken from the preliminary plat for the subdivision, it is subject to change after filing of the final plat. See attached map for approximate location of Property).

Tax ID No. 118N01E36B020

Section 1 The Project.

- A. The Developer shall extend the existing water system to serve the Property in conformance with 2018 City of Palmer Standard Specifications. The water system shall include all water facilities necessary to provide safe, reliable water service to each lot and/or parcel.
- B. The Developer shall design, construct, and install waterlines from the Property to the City's existing water system. The Developer shall pay the entire cost of constructing the water systems to serve the Property. The total cost of constructing water facilities under this Agreement is estimated to be as indicated in Section 2 below. This estimate shall be used to compute the project cost deposit as required by Paragraph 2.03 of Article II of this Agreement.
- C. In the event the watermain to be constructed under the terms of this Agreement serves other parcels of land which are not owned by the Developer, then no construction may commence until the Developer submits a signed, notarized statement to the City waiving all claims for future reimbursement for providing service to such other parcels of land.
- D. For utility extensions outside the Palmer City Limits council authorization is required before construction per **Palmer Municipal Code 13.08.070 Service outside city.**

Section 2 Estimated Project Costs.

The Estimated Costs itemized below are predicated on the estimates provided by the Developer or his agents.

A. Developer's Estimated Cost:

Estimated construction cost of approximately 4600 lineal feet of 8-inch & 12-inch watermain and facilities: \$ 818,089.92

Estimated consultant engineering fees and other related costs (i.e. design, soils, survey, project administration, inspection, etc.): \$ 30,000.00

Estimated City warranty period costs (refer to Article 2.03 of this Agreement): \$ 15,000.00

TOTAL ESTIMATED DEVELOPER'S COST: \$.00

B. City's Estimated Share of Over sizing Cost: \$ N/A

C. **TOTAL ESTIMATED PROJECT COST:** \$ **863,089.92**

Section 3 Reserved.

Section 4 Reserved.

ARTICLE I

GENERAL PROVISIONS

1.01 Application of Article.

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

1.02 Permits, Laws and Taxes.

The Developer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Developer shall pay all taxes pertaining to its performance under this Agreement.

1.03 Relationship of Parties.

Neither by entering into this Agreement, nor by doing any act hereunder, may the Developer or any contractor or subcontractor of the Developer be deemed an agent, employee or partner of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provisions of this Paragraph.

1.04 Engineer's Relation to City.

Notwithstanding Paragraph 2.01, of Article II, or any agreement whereby the City reimburses the Developer's engineering costs; an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner or contractor of the City, or otherwise associated with the City.

1.05 Developer's Responsibility.

The Developer shall be solely responsible for the total performance of all terms, covenants and conditions of this Agreement notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or condition hereof.

1.06 Developer's Assumption and Indemnification.

The Developer shall indemnify, defend, and hold harmless the City from any claim, or alleged claim, action or demand arising from any act or omission, related to this Agreement in whole or in part, of the Developer, his agents, employees or contractors. The liability assumed by the Developer pursuant to this Paragraph includes but is not limited to claims for labor and materials furnished for the construction of the improvements.

If applicable, the Developer shall perform this Agreement and carry out its work and operations related to this Project pursuant to and in conformance with the Utility Permit (the "ADOTPF Permit") issued by the State of Alaska Department of Transportation and Public Facilities (the "Department") for this project, or portion thereof, a copy of which ADOTPF Permit is attached to this Agreement as Attachment "A". The Developer hereby assumes all duties, obligations and liabilities imposed on the City by the ADOTPF Permit, the Alaska Statutes specified or referred to in the ADOTPF Permit, the terms, requirements and regulations specified or referred to in the ADOTPF Permit, the applicable policies, directives and orders issued by the Commissioner of the Department as referred to in the ADOTPF Permit, and any other obligations or liabilities imposed on the City under any agreement or requirement of the City to indemnify, hold harmless and or defend the Department or the State of Alaska on this project. In addition, the Developer shall indemnify, hold harmless and defend the City for any claims, actions, charges, liabilities, obligations, penalties, damages, costs and expenses (including costs and attorneys fees) arising, claimed or charged against the City for damage to property or injury to or death of persons, arising wholly or in part from any action taken by or failure to be taken by the Developer (including, but not limited to, its employees, officers, agents, contractors, subcontractors, licensees or similar persons), the City in relation to the project.

1.07 Disclaimer of Warranty.

Notwithstanding this Agreement or any action taken by any person hereunder; neither the City nor any municipal officer, agent or employee warrants or represents the fitness, suitability, or merchantability of any property, plan, design, material, workmanship or structure for any purpose.

1.08 Cost of Documents.

All plans, reports, drawings or other documents that this Agreement requires the Developer to provide the City shall be furnished at the Developer's expense.

1.09 Assignments.

- A. Except insofar as subparagraph B of this Paragraph specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Paragraph 1.10 of this Article.
- B. The Developer may not assign its interest or delegate its duties under this Agreement unless expressly permitted in writing by the City.

1.10 Default: City's Remedies.

- A. The City may declare the Developer to be in default:
 - 1. If the Developer is adjudged a bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
 - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within thirty (30) days of receiving the notice; or, if the failure requires more than thirty (30) days to cure, the Developer fails within 30 days of receiving the notice to commence and proceed with diligence to cure the failure.
- B. Upon a declaration of default the City may do any one or more of the following:
 - 1. Terminate this Agreement without liability for any obligation maturing subsequent to the date of the termination.
 - 2. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements, after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs thus incurred from any payments then or thereafter due the Developer from the City, whether under this Agreement or otherwise.
 - 3. Exercise its rights under any performance or warranty guarantee securing the Developer's obligations under this Agreement.
 - 4. Pursue any appropriate judicial remedy including but not limited to an action for injunction and civil penalties.

1.11 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 provision, nor in any way affect the validity of the Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

1.12 Effect of Standard Specifications

The City of Palmer Standard Specifications (2018) and Development Standards (1985) in effect at the time this Agreement is executed, as well as Title 18 of the Alaska Administrative Code and the State of Alaska criteria adopted for the design of water and/or sanitary waterfacilities, shall be the minimum standards for performance under this Agreement unless otherwise specifically provided in writing. Definitions or other provisions in the standard specifications describing the relationships and responsibilities of parties to City construction contracts do not apply herein to the extent that they conflict with any provision of this Agreement.

1.13 Amendment.

The parties may amend this Agreement only by mutual written agreement, which shall be attached hereto.

1.14 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 laws of the State of Alaska shall govern the rights and duties of the parties under this Agreement.

1.15 Definitions.

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "ACCEPTANCE" by the City means a determination that an improvement meets municipal construction standards, and does not refer to accepting a dedication of the improvement by the Developer.
- B. "AS-BUILT DRAWINGS" means the plan and profile reproducible drawings, verified and signed by a registered professional engineer, to be the actual horizontal and vertical alignment, distance, grade, amounts, etc. depicting the true location of utility improvements actually constructed.

- C. "THE CITY" means the City of Palmer, Alaska.
- D. "CERTIFIED COST STATEMENT" means an itemized statement provided to THE CITY of costs certified by the Developer to be the actual and final costs of water and/or sanitary waterfacilities constructed. A copy of the final pay estimate and/or other applicable billings sufficient to verify all costs shall be included. A form to be used when reporting certified costs shall be provided by the City.
- E. "FINAL INSPECTION" means that inspection performed by the City after completion of all improvements required of the Developer under the terms of this Agreement. All improvements must satisfactorily complete a final inspection before placing any part of the improvements under warranty period.
- F. "IMPROVEMENTS" means work the Developer is required to perform under the terms of this Agreement.
- G. "CITY" means the City of Palmer and, for the purposes of administering this Agreement, means the City of Palmer Public Works Department Director, or their designee.
- H. "RECORD DRAWINGS" means the plan and profile reproducible drawings, verified by a registered professional Engineer to be the horizontal and vertical alignment, distance, grade, amounts, etc. as reflected in survey notes, contractor's notes, line and grade notes, and engineer's notes, and as relates to the basic control rather than the construction stake line. When record drawings are submitted the engineer shall identify the contractor's name, contact name with phone number and address; a reference to the line and grade survey book number; the engineering firm's name and address, and a reference to the engineering survey book number. Record drawings will only be accepted as a substitute for as-built drawings if the Developer's engineer notes which portion of the drawing information was provided by the contractor, which by the line and grade person, and which by the engineer.
- I. "STANDARD SPECIFICATIONS" for purposes of this agreement, means those construction specifications maintained and periodically reviewed and modified by the City of Palmer which are published as the 2018 City of Palmer Standard Specifications.
- J. "WARRANTY INSPECTION" means that inspection performed by the City at the end of the two-year warranty period. All improvements must satisfactorily complete a warranty inspection before final acceptance of the improvements by the City.

- K. "WATER/SANITARY WATEREXTENSION" means that water or sanitary waterline which reaches from the water or sanitary waterservice connection to the structure and is generally located on private property.
- L. "WATER/SANITARY WATERSERVICE CONNECTION" means the pipe and appurtenances required to connect an individual property or facility to the water or sanitary watermain and which terminates at the property line or easement limit and shall not include the necessary further extension of the water or sanitary watersystem onto private property.

ARTICLE II

PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for construction of the improvements or commence construction until the requirements of Paragraphs 2.01 through 2.08 below have been met.

2.01 Engineer.

- A. The Developer shall retain an Engineer registered as a Professional Engineer under the laws of the State of Alaska to design and administer the construction of the improvements, including preparing plans, calculations for water flow including fire hydrants at 1000 GPM minimum flow and material specifications conformance to Standard Specifications, ADEC submission of all required paperwork, inspecting and controlling the quality of the work described herein in accordance with the City's recommended procedures for consulting engineers. If this agreement requires the City to reimburse the Developer for engineering costs, the professional fee schedule of the Engineer shall be attached as an appendix hereto.
- B. The Engineer hired by the Developer shall be retained so as to be available throughout the entire two-year warranty period to effect, through the contractor and/or the Developer, correction of all warranted conditions. A letter to this effect shall be signed by both the Developer and the Engineer and shall be filed with the City before a Notice to Proceed with the construction of this project is approved.
- C. The Developer shall inform the City of the name and mailing address of the Engineer he has retained to perform the duties described in subparagraphs A and B above and agrees that notice to the Engineer at the address so specified regarding the performance of such duties shall constitute notice to the Developer.

The Developer shall promptly inform the City of any change in the information required under this Paragraph.

The Developer has retained XXXX, License # XXXX, license expiration date, 00/00/20.

Firm:

Mailing Address:

Telephone No:

Fax No:

E-Mail Address:

2.02 Plans and Specifications.

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements. The Developer shall submit design drawings in accordance with the City of Palmer Standard Specifications (2018) as amended for water and waterimprovements. The City reserves the right to return incomplete drawings (less than 85% complete) to the Developer for completion and re-submittal.
- B. The Developer shall submit to the City proof that he has retained an Engineer to perform the duties described in Paragraph 2.01 of Article II.
- C. If the City requires soil tests or other tests pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- D. The City shall approve the plans and specifications as submitted or indicate to the Developer how it may modify them to secure approval within three weeks from either: (1) the submission of all plans and specifications for the improvements, or (2) the payment of the deposit required upon plan submission under Paragraph 2.03 below, whichever occurs later.

2.03 Project Cost Deposit.

The Developer shall deposit with the City the amounts required under Paragraph 3.03.C of this Agreement. The City does not guarantee that final billings will be in accordance with amounts stated in this agreement, or orally given estimates. It is expressly understood by the Developer that a Developer shall pay the City's actual cost associated with all work performed under this agreement. The City's cost shall include, but is not

limited to, agreement administration, plan checking, field surveillance, testing, final inspections, warranty inspections and overhead.

2.04 Liability Insurance.

The Developer shall provide proof that it has acquired the insurance required under the Standard Specifications of the City in effect at the time of the execution of this Agreement, in the form prescribed in those Standard Specifications, or, if the Developer has engaged a prime contractor to perform the work under this Agreement, proof that the prime contractor has acquired such insurance, naming the Developer as an insured.

2.05 General Standard of Workmanship.

The Developer shall construct all improvements in accordance with plans, specifications and contracts approved by the City and with the terms, covenants and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City has approved its use. Unless the City specifically agrees otherwise in writing, all materials, supplies and equipment incorporated into an improvement shall be new.

2.06 Surveyor.

All surveys required for the completion of improvements under this Agreement shall be made by a person registered as a Professional Land Surveyor under the laws of the State of Alaska.

2.07 Required Reporting.

A. Quality Control:

1. Prior to the preconstruction conference, the Developer shall submit a certified Quality Control Plan for review and approval, to include the following:
 - a. Name and telephone number(s) of the Engineer;
 - b. Name and telephone number(s) of any individual(s) under the Engineer's direct supervision who will be conducting field inspections;
 - c. Engineer's review and signature procedure of field inspections performed by personnel under the Engineer's direct supervision;
 - d. Procedure(s) to be used to note and correct construction deficiencies;
 - e. Procedure(s) to be used to coordinate pipe testing with the City;

- f. Procedure(s) to be used to comply with minimum testing requirements specified in the 2018 City of Palmer Standard Specifications:
 - g. Procedure(s) to be used to request final inspections by the City.
- 2. The Developer shall submit written inspection reports on a weekly basis of material testing results and summaries of daily activities to the City. Copies of materials testing results shall be attached to inspection reports. Weekly reports shall be submitted no later than 4: 00 PM on Monday following each project work week.
- 3. Failure to submit weekly inspection reports shall be cause for the City to issue a stop work order under the provisions of Paragraph 2.10.A of this Agreement. Engineer's inspection shall include, but not necessarily be limited to, verification of the following:
 - a. adequacy of pipe foundation material;
 - b. compliance with approved vertical and horizontal pipe alignment;
 - c. bedding and backfill material type, quality, placement and density;
 - d. system component material by type, size and installation (for example pipe, valves, fittings, manholes, fire hydrant assemblies, pipe restraints, curb stops, corporation stops, polyethylene encasement of pipe, etc.);
 - e. compliance with required pipe tests;
 - f. compliance with any and all applicable permit stipulations; and
 - g. observed deficiencies during inspection or testing; actions taken to correct deficiencies; and notes of discussion with the City pertaining to the deficiencies.
- 4. The Developer shall coordinate testing and inspections with the City and provide 24 hour advance notice to the City of the need for such inspections.
- 5. Expressed or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement. If during the course of construction field conditions warrant changes to the approved plans, the Developer shall obtain written concurrence from THE CITY prior to implementing these changes.

2.08 Performance Guarantee.

- A. To guarantee the construction of the improvements required by this Agreement, the Developer shall grant to the City one of the following documents, in an amount equal to the Total Estimated Developer's Cost, as shown in Section 2.A. of this Agreement, plus an overrun allowance of twenty percent (20%).
1. A Surety Bond from a company qualified by law to act as a surety in the State of Alaska.
 2. An Escrow Account with a bank or financial institution authorized by law to do business in the State of Alaska. The escrow account shall be irrevocable, shall be established in the name of the City and shall authorize the City to draw on the account without the further written consent of the Developer.
 3. A Letter of Credit from a bank or financial institution authorized by law to do business in the State of Alaska. The letter of credit shall be irrevocable and shall identify the City as beneficiary.
 4. A Deed of Trust, a copy of which will be recorded in the Palmer District Recorder's Office, Third Judicial District, State of Alaska. No Deed of Trust shall be accepted unless the unencumbered value of the Property equals or exceeds the stated amount of the guarantee required.
 5. Cash.
- B. The total value of the performance guarantee provided shall be equal to or greater than the estimated total project cost as reflected in Section 2C of this Agreement plus project overrun allowances. The performance guarantee will not be released by the City until all improvements required by this Agreement have been completed by the Developer; the water improvements inspected and accepted under warranty by the City, and an acceptable warranty guarantee posted as required by Paragraph 3.04 of Article III of this Agreement.

2.09 Surveillance.

- A. The City may monitor the progress of the improvements and the Developer's compliance with this Agreement, and perform any inspection or test it deems necessary to determine whether the improvements conform to this Agreement.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Paragraph 2.07 above, the Utility may require, at the

Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the improvements conform to this Agreement.

- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this Paragraph are solely for the benefit of the Utility. The City does not undertake to test or inspect the improvements for the benefit of the Developer or any other person.

2.10 Stop Work Orders.

- A. If the City determines that there is a substantial likelihood that the Developer will fail to comply with this Agreement, or if the Developer does fail to comply, the Utility may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer or his Engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
 - 1. Arrangements made by the Developer to remedy the nonconformity; and
 - 2. Assurances by the Developer that future nonconformities will not occur.
- C. The issuance of a stop work order under this Paragraph is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this Paragraph shall be grounds for an action or claim against the City, or for an extension of time to perform the work.
- D. The Developer shall include in all contracts for work to be performed or materials to be used under this Agreement the following provision:

"The City of Palmer, pursuant to a Water Extension Agreement on file with the city manager and incorporated herein by reference, has the authority to inspect all work or materials under this contract, and to stop work in the event that the work performed under this contract fails to comply with any provision of the Water Extension Agreement. In the event that a stop work order is issued by the City of Palmer, the contractor immediately shall cease all work, and await further instruction from the Developer."

2.11 Specified Completion Date.

All improvements required under this Agreement shall be completed within two (2) years from the date of execution hereof.

ARTICLE III

ACCEPTANCE OF IMPROVEMENTS

3.01 Prerequisites to Acceptance.

The City shall not finally accept the improvements constructed under the terms of this Agreement until all the following requirements have been met.

- A. As-Built or Record Drawings. The Developer shall provide the City with one acceptable set of reproducible signed as-built or record drawings and two blue-line copies, one C.D. Electronic media thereof for each improvement constructed. The as-built or record drawings shall be submitted to the City of Palmer Public Works Department within 40 working days following successful completion of a final inspection of this project by Utility inspectors. The as-built or record drawings and blue-line copies shall be certified to represent accurately the improvements as actually constructed and shall be signed by a Professional Engineer, registered under the laws of the State of Alaska. Failure to submit approved as-built or record drawings within this 40 working day period shall be sufficient cause for the Utility to deny reimbursement to the Developer for providing water service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the as-built or record drawings have been received and approved by the City. The Developer shall submit a copy of the post construction survey notes as well as the Engineer's "during construction" inspection notes to the City along with the as-built or record drawings. See paragraph 1.15 for a definition of as-built and record drawings.

- B. Certified Cost Statement. The Developer shall provide a certified cost statement to the City within 60 days of completion of a successful final inspection of the sanitary water lines by the City. The certified cost statement shall be notarized and submitted on a form provided by the City and shall consist of the total project costs including all labor, material, equipment, engineering inspection and all other direct or indirect costs incurred. A copy of the final pay estimate and/or other applicable billings or invoices sufficient to verify all costs shall be included. Failure to submit an approved certified cost statement within this 60 day period shall be sufficient cause for the City to deny reimbursement to the Developer for providing

water service to adjacent properties. The project warranty period for the improvements constructed under the terms of this Agreement will not commence until after the certified cost statement has been received and approved by the City.

- C. Alaska Department of Environmental Conservation Approval to Construct and Final Approval to Operate. The Developer must provide the City a copy of the Alaska Department of Environmental Conservation's Approval to Construct and Final Approval to operate prior to the City's acceptance and operation of any public water improvements constructed under this Agreement.
- D. Inspection and Testing.
 - 1. During the course of construction of the improvements required by this Agreement, or upon receiving notice from the Engineer that the Developer has completed the improvements, the City shall schedule an inspection of the improvements. The City may inspect the improvements and any related work in dedicated easements or rights-of-way.
 - 2. The City shall inform the Developer in writing of any deficiencies in the work found during the course of its inspections.
 - 3. At its own expense, the Developer shall correct all deficiencies found by the inspection performed under subparagraph 1 of this Paragraph. Upon receiving notice that the deficiencies have been corrected, the City shall re-inspect the improvements.
 - 4. The City may continue to re-inspect the improvements until the Developer has corrected all deficiencies in the improvements.
 - 5. Testing of the newly laid waterlines will be performed in accordance with the 2018 Palmer Standard Specifications and witnessed by Developer engineer & City personnel. This will consist of:
 - a. Flushing
 - b. Hydrostatic Pressure or Leakage Test
 - c. Sterilization Testing (ADEC) Standards
 - d. Removal of high chlorine water and neutralization
 - 6. Testing of the newly laid watermain will be performed in accordance with the 2018 Palmer Standard Specifications and witnessed by Developer Engineer & City personnel. This will consist of lamping to test watermain alignment. Pressure testing of all watermains and service lines to Palmer Standard Specifications. Inspections of Manholes for proper installation to Palmer

Standard Specifications. These tests shall be performed before the City provides water service to the area served by the improvements. A copy of the test results will be furnished to the City.

7. A final inspection will be performed in accordance with the Palmer Standard Specifications 2018 and 1985 Development Standards and witnessed by City personnel. This final inspection will take place after completion of all improvements and will consist of, but is not limited to, the following as appropriate:
 - a. Continuity test of Water Main Line and Service Connections
 - b. Check Water Main Line Valve Boxes
 - c. Check Hydrant Valve Boxes
 - d. Check Hydrant for Operation and Installation
 - e. Check Water Service Line Key Boxes
 - f. Check Water Main Line Valve Box Markers
 - g. Check Water Manholes for proper Grouting, Ram-neck, Smooth Inverts, Beaver Slides, etc.
 - h. Check watermains for alignment by lamping
 - i. Location Markers for all Water Stub-Outs
 - j. Dual # 10 tracer wires installed on all HDPE piping
8. The Developer Engineer shall furnish the City a copy of the final inspection results itemizing any existing deficiencies. Upon notification that the deficiencies have been corrected, the City will require another final inspection of those items.
9. After a final inspection has revealed that all improvements and related work in dedicated easements and rights-of-way meet City standards; after the Developer & Engineer has furnished as-built or record drawings and a notarized certified cost statement; and after the Developer has deposited the fees required in Section 3.03; the City shall notify the Developer that the improvements have been accepted and are now under a two (2) year warranty period.
10. Prior to the end of the two (2) year warranty period, the City shall conduct a Warranty Inspection to determine whether all improvements and related work within the dedicated easements and rights-of-way continue to meet Palmer Standard Specifications. A copy of the Warranty Inspection results will be furnished to the Developer itemizing any existing deficiencies. After all deficiencies have been corrected to the satisfaction of the City, the City shall notify the Developer that the City accepts full responsibility for all future maintenance of the public water facilities constructed under this Agreement.

3.02 Consequence of Acceptance of Improvements.

The City's final acceptance of the improvements constitutes a grant to the Utility of all the Developer's rights; title and interest in and to all the improvements, together with all easements, rights-of-way or other property interest not previously conveyed which are necessary to provide adequate access to the water improvements.

3.03 Developer's Warranty.

- A. The Developer shall warrant the design, construction, materials and workmanship of the improvements against any freezing, failure and/or defect in design, construction, material or workmanship which is discovered prior to the expiration of the two years warranty period from the date the City notifies the Developer of the acceptance of the improvements.
- B. This warranty shall cover all direct and indirect costs of repair or replacement; damage to the property or other improvements to facilities owned by the City or any other person caused by freezing and/or other failure or defect; and any increase in cost to the City for operating and maintaining the improvements resulting from freezing and/or such other failures, defects or damage.
- C. Prior to acceptance under warranty of this project, the Developer shall provide the City with a cash project cost deposit (described in 2.03) to cover the City's costs incurred during the warranty period. This cash deposit is in addition to the warranty guarantee required by Paragraph 3.04 below. The amount of this deposit shall be as indicated below and shall be based on the Developer's certified cost statement for this project.

<u>CERTIFIED COSTS</u>	<u>REQUIRED DEPOSIT</u>
\$10,000.00 or less	\$500.00
\$10,000.01 to \$50,000.00	\$2,000.00
\$50,000.01 to \$150,000.00	\$7,500.00
Over \$150,000.00	\$15,000.00

- D. Any action or omission to take any action on the part of the City authorized by this Agreement including but not limited to operation or routine maintenance of the improvements prior to acceptance, or surveillance, inspections, review or approval of plans, tests or reports, shall in no way limit the scope of the Developer's warranty.

3.04 Warranty Guarantee.

- A. To secure the Developer's performance of the warranty under Paragraph 3.03 above, the performance guarantee provided by the Developer under Paragraph 2.08 of Article II shall remain in effect until the end of the warranty period, or until the Developer has furnished some other type of acceptable and adequate warranty guarantee as indicated in subparagraph B below.
- B. An acceptable warranty guarantee may be a corporate Surety Bond, a Cash Deposit, or a Letter of Credit in an amount equal to a percent of the project's approved certified cost statement as set forth below:

<u>Certified Project Cost</u>	<u>Percent to Secure Warranty</u>
Less than \$500,000	10%
\$500,000 to \$1,000,000	7.5%
More than \$1,000,000	5%

- C. The warranty period shall mean a period of two (2) years from and after acceptance date under warranty of the improvements by the City unless a longer warranty period is required by mutual agreement. The warranty period shall be understood to imply prompt attention by the Developer to repair any defects that occur. In those instances where the water system is constructed in conjunction with other public improvements, this warranty period shall run concurrently with the warranty of the last improvement to be constructed.

3.05 City's Remedies under Warranty.

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty required in Paragraph 3.03 above. The Utility shall notify the Developer before conducting any tests or inspections to determine the cause of the failure or defect, and shall notify the Developer of the results of all such tests and inspections.
- B. The Developer shall correct any failure or defect covered by warranty within 2 days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
- C. If the Developer fails to correct the failure or defect within the time allowed by subparagraph B above, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill thereof, the City may pursue any remedy provided by law of this Agreement to recover the cost of the corrective work.

- D. The City reserves the right to immediately remedy, at the Developer's sole expense, any failure or defect determined by the City to be hazardous in the event the failure or defect, if not corrected promptly, jeopardizes life and/or property.

3.06 Conditions of Reimbursement.

If this Agreement requires the City to reimburse the Developer for all or part of the cost of an over sizing improvement, the reimbursement shall be conditioned upon the Developer's performance of all its obligations under this Agreement and upon the successful sale of bonds.

3.07 Completion of Performance - Release of Warranty.

- A. The City shall perform a year-end warranty inspection of all improvements constructed prior to the end of the two-year warranty period, and before releasing any warranty guarantee and/or deposit then in effect. Pursuant to Paragraph 3.05 above, the Developer shall correct any failure or defect in the work revealed by the warranty inspection.
- B. Upon the Developer's satisfactory performance of all its obligations under this Agreement, the City shall execute a written statement acknowledging such performance and shall release any remaining security posted by the Developer under this Agreement.
- C. The City reserves the right to refuse to enter into an Agreement with any Developer for the future extension of water and/or sanitary watermains when said Developer fails or refuses to comply in a timely manner with the conditions of this Agreement, a previous Agreement or is currently delinquent in the payment of any account owed to THE CITY.

ARTICLE IV

SPECIAL CONDITIONS

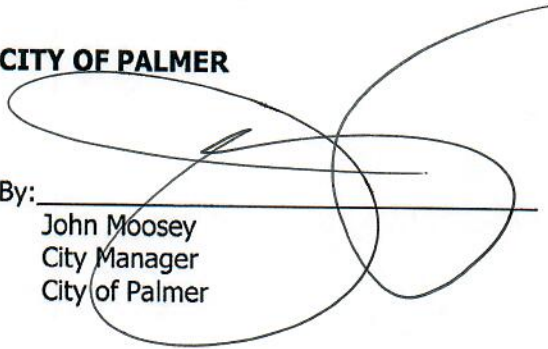
4.01 Testing.

- A. Developer will submit a plan for review by the City regarding pressure testing of the water lines in accordance with City of Palmer Standard Specifications. No water will be available in the Subdivision to complete Open Bore Flushing, Hydrostatic Pressure testing, Leak testing, Sterilization testing, Removal of High Chlorine (if present), and Neutralization until the new Bogard Road booster station is substantially complete.
- B. Developer will submit a QA/QC plan developed by the engineer of record to the City for review. The QA/QC plan should address how the requirements in section 4.01 (A) will be accomplished.

IN WITNESS HEREOF the parties hereto have set their hands on the date first set forth above.


CITY OF PALMER

By: _____
John Moosey
City Manager
City of Palmer



DEVELOPER

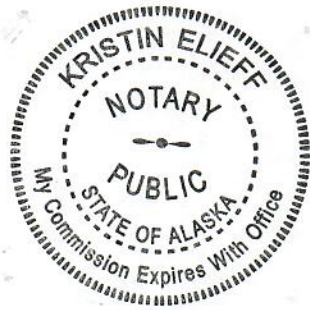
By: _____
Title: owner

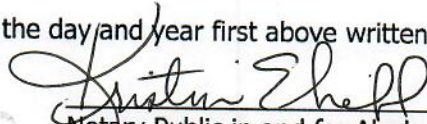

owner

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 25th day of April, 2024, before me, the undersigned, Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John Moosey known to me to be the City Manager of the City of Palmer, Alaska, the corporation that executed the foregoing instrument, and he acknowledged to me that he executed said instrument as the free and voluntary act and deed of said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal on the day and year first above written.




Notary Public in and for Alaska
My Commission Expires: with office

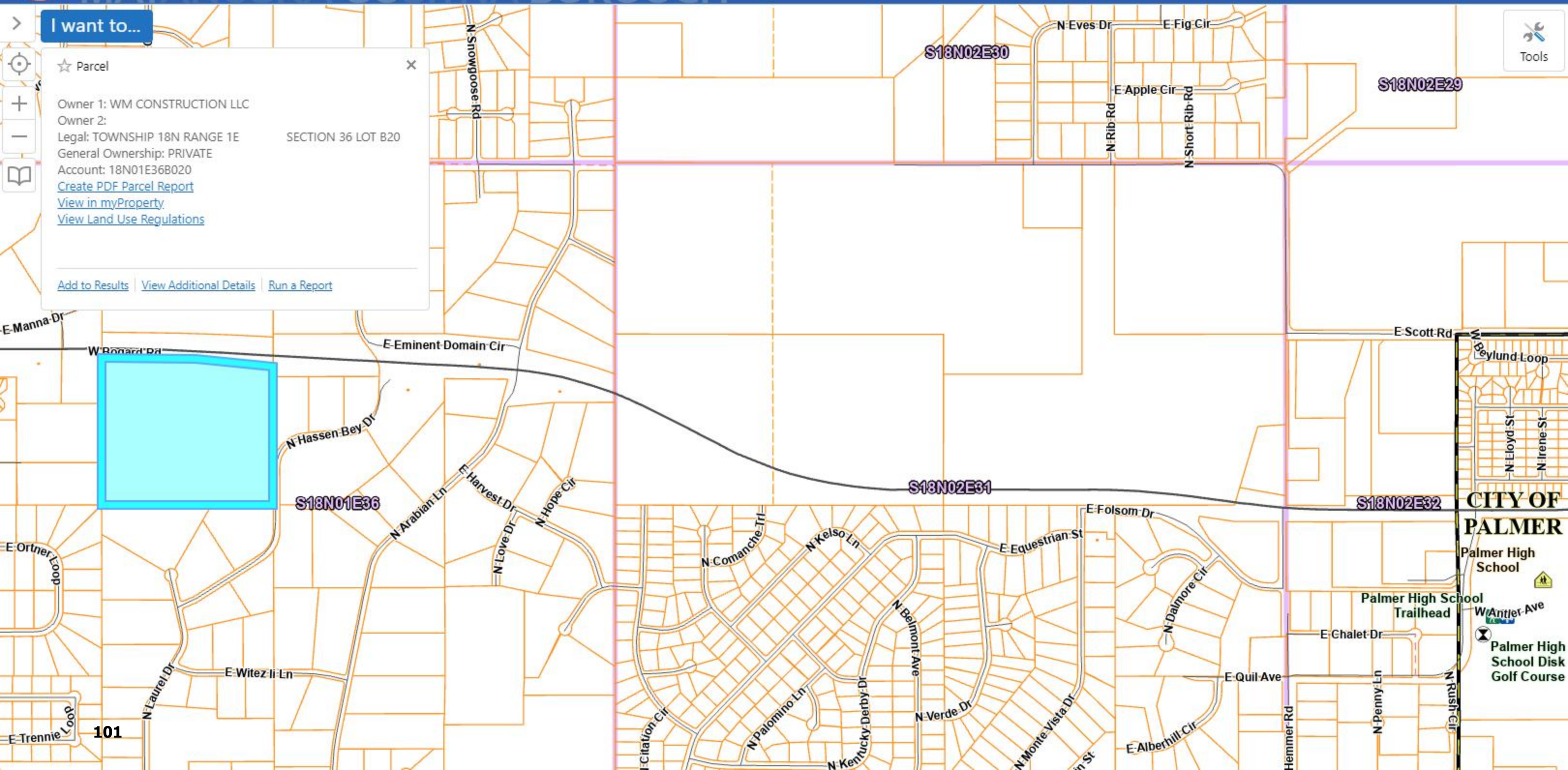
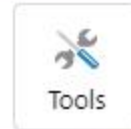


I want to...

☆ Parcel

Owner 1: WM CONSTRUCTION LLC
 Owner 2:
 Legal: TOWNSHIP 18N RANGE 1E SECTION 36 LOT B20
 General Ownership: PRIVATE
 Account: 18N01E36B020
[Create PDF Parcel Report](#)
[View in myProperty](#)
[View Land Use Regulations](#)

[Add to Results](#) | [View Additional Details](#) | [Run a Report](#)



CITY OF PALMER

Palmer High School
 Palmer High School Trailhead
 Palmer High School Disk Golf Course



I. 2.

Palmer City Council Meeting

Meeting Date: 05/13/2024
Submitted For: Brad Hanson, Community Development Director
Department: Community Development
Agenda Category: Consent Agenda
Legislation Number: AM 24-024

Subject

Action Memorandum No. 24-024: Authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 50 Used Golf Carts from Moose Run Golf Course Not to Exceed \$125,000

Summary Statement/Background

Palmer City Council approved \$140,000.00 for the purchase of golf carts for the Palmer Golf Course (PGC). This is an opportunity to significantly upgrade the fleet. Currently, the PGC has about 50 running carts, comprised of 29 Club Cars, 2002 and 2007 models, and 21 Yamahas, 2009 and 2010 models.

Moose Run Golf Course, a federally owned golf course, is purchasing a new fleet and has agreed to sell 50 used 2016 Club Cars to PGC for \$2500 each. The PGC fleet's age and condition are becoming an issue for reliability and maintenance expenses. The cost of new carts is approximately \$8000 each, \$400,000 for an equivalent fleet of 50. The expected lead time is two to three years for delivery of new carts. The carts from Moose Run are expected to begin arriving in late May.

Under the contract for professional services agreement with Eagle Golf, the city of Palmer receives all revenue from cart rentals. The inability to provide reliable carts for tournaments and daily rentals is hurting the city's ability to generate revenue.

Palmer Municipal Code 3.21.230 allows for the purchase of goods and services from governmental sources without being competitively bid.

Administration's Recommendation:

Approve Action Memorandum 24-024 authorizing the City Manager to Purchase, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230, 50 Used Golf Carts.

Fiscal Impact

Total Amount of funds listed in this legislation: \$125,000
Legislation creates expenditure in the amount of: \$125,000
Budgeted Y/N?: Y
Line Item(s): 15-01-10-6200

Attachments

Golf Cart Invoice



Invoice

Moose Run Golf Course

Date: 3-May-23

Invoice #: No.1

Customer ID: Palmer

To: City of Palmer- Palmer Golf Course

Date	Program	Payment Terms	Due Date
03-05-23	Golf Cars	Due upon receipt	Delivery

Qty	Description	Unit Price	Line Total
50.00	2016 Club Car- Golf Car	\$ 2,500.00	\$ 125,000.00
			0.00
		Subtotal Sales Tax	\$ 125,000.00
		Total	
			\$ 125,000.00

payable to **Moose Run Golf Course**

Thank you for your business!

We can not sell current fleet until the new fleet arrives. George will get first pick of the golf cars once we are ready to sell.



I. 3.

Palmer City Council Meeting

Meeting Date: 05/13/2024
Submitted For: Crystal Dermer, Administrative Assistant
Department: Public Works
Agenda Category: Action Memorandum
Legislation Number: AM 24-029

Subject

Action Memorandum No. 24-029: Authorizing the City Manager to Execute a Contract with HDL Engineering Consultants in the Amount not to exceed \$22,840 for Final Design, Bidding Assistance, and Construction Administration Services for the Fire Training Center Drainage Improvements Reservoir #4 Insulation Repairs Project

Summary Statement/Background

Staff is requesting approval of \$22,840 for HDL to provide Final Design, Bidding Assistance, and Construction Administration services for the Fire Training Center Drainage Improvements Project. The Fire Training Center, located at 645 E. Cope Industrial Way, has a significant flooding issue. Every winter and throughout each spring, water collects in the center of the road/parking area due to a failed drain system. The drain system was constructed over 15 years ago and does not function. This project was submitted by the Fire Chief and approved as part of the 2024 Capital Improvements Budget.

Administration's Recommendation:

To Approve Action Memorandum No. 24-029.

Fiscal Impact

Legislation creates expenditure in the amount of: \$22,840.00

Budgeted Y/N?: Y

Line Item(s): 08-01-10-7181 FTC/CD Parking Lot

Attachments

HDL CA Services Proposal

March 8, 2024

Jude Bilafer, Public Works Director
City of Palmer
231 W. Evergreen Avenue
Palmer, AK 99645

Civil
Engineering

Subject: Amendment #1 – Final Design, Bidding Assistance and Construction Phase Services
Fire Training Center Drainage Improvements

Geotechnical
Engineering

Dear Mr. Bilafer:

Transportation
Engineering

As requested, HDL Engineering Consultants, LLC (HDL) has prepared this amendment request to finalize advertisement documents and provide bidding assistance and construction phase services for the Fire Training Center (FTC) Drainage Improvements project.

Aviation
Engineering

Amendment Request

Task 1 – Final Design

W/WW
Engineering

HDL will prepare 100% complete, bid-ready plans, specifications, and estimate package which will consist of bid-ready plans, stamped and signed by a professional engineer registered in Alaska, bid-ready specifications with bidding and contract documents and special provisions, and the engineer's construction cost estimate. We will provide deliverables in hardcopy and via email in Adobe PDF format ready for uploading for web-based bid document distribution.

Environmental
Services

Task 2 – Assistance During Bidding

Surveying &
Mapping

HDL will assist the City with bidding the project. We will attend a pre-bid conference, respond to bidders' questions, prepare addenda as necessary, and prepare a bid tabulation and recommendation of award.

Construction
Administration

Task 3 – Construction Phase Services

Material
Testing

HDL will provide construction administration (CA) and part-time inspection services during construction. We will work closely with Palmer's Public Works Department staff and will be the primary point of contact for all construction related communications. Our scope of work will include construction monitoring, coordination, administration, inspection, and record drawings.

3335 Arctic Boulevard, Suite 100, Anchorage, Alaska 99503
1617 S Industrial Way, Suite 3, Palmer, Alaska 99645
110 Trading Bay, Unit 120, Kenai, Alaska 99611

907.564.2120
907.746.5230
907.564.2120

Construction Administration

At project start-up, HDL will review material and equipment submittals, shop drawings, samples, and Contractor work plans. HDL will conduct a pre-construction conference to review the Contractor's proposed schedule, establish procedures for submittals and shop drawings, and establish a working understanding between the Contractor, HDL, and Palmer.

During construction, HDL will review administrative submittals and schedules, and will review and respond to Design Clarification/Verification Requests (DCVRs). We will review Contractor pay requests and provide recommendations for payment. Due to the size of the project, we do not anticipate holding formal weekly construction meetings. However, we will meet with the Contractor as necessary during the work to ensure that all parties are engaged and aware of the project progress.

Construction Inspection

HDL will provide up to 40 hours of part-time inspection during the course of the work to observe and document the construction on behalf of Palmer. Construction documentation will include photographs and daily reports detailing the equipment, labor, inspections, testing, and activities occurring while our inspector is on site. Copies of daily reports will be provided to Palmer on a weekly basis. HDL will also conduct formal substantial and final completion inspections with Palmer.

Closeout Documents

HDL will review the Contractor's construction markups and prepare electronic record drawings. We will submit half-size record drawings on bond paper and in PDF format for your records. For construction contract closeout, we will request a release of liens and claims statement from the Contractor, and will distribute project completion and acceptance certificates for execution.

Basic Assumptions

The following basic assumptions were used to prepare this estimate:

1. The project construction will be bid in one package without phasing or additive alternates.
2. HDL will be the primary point of contact for verbal and written communication.
3. Our work excludes claims negotiations or protracted disputes with the Contractor, or if the Contractor's work extends beyond the performance period.
4. Our inspection hours are based on 20 hours of regular time a week for two weeks and an additional 2 hours during substantial and final completion. We do not anticipate our inspector will need to work overtime.
5. HDL is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with construction of the Project, or for acts or omissions of contractors, subcontractors, or any other persons

performing construction of the project, or for the failure of any of them to carry out the Project in accordance with the Contract Documents.

Cost Proposal

We propose to provide the aforementioned services for a budget not to exceed **\$22,840** on a time and expenses basis using our published hourly labor rates. The attached worksheet provides a detailed breakdown of the budget estimate.

Thank you for the opportunity to continue assisting the City of Palmer. If you have any questions, please feel free to contact me.

Sincerely,

HDL Engineering Consultants, LLC



Shawn Hull, PE

Mat-Su Transportation Manager

e: SHull@HDLalaska.com | c: 907.227.3041

COST ESTIMATE PER TASK

FIRM: HDL Engineering Consultants, LLC				PROJECT TITLE: Fire Training Center Drainage Improvements												
TASK NO: 1		TASK DESCRIPTION: Plans, Specifications, and Estimate							DATE: 3/8/2024							
GROUP:		METHOD OF PAYMENT: FP <input type="checkbox"/> FPPE <input type="checkbox"/> T&E <input checked="" type="checkbox"/> CPFF <input type="checkbox"/>				PREPARED BY: S. Hull										
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION														
		Project Manager	Civil Engineer	Designer/Drafter	Drafter	Drafter	Contract Manager					Sheets				
	General Mgmt & Coordination	4														
	QC & Oversight	4	4													
	Final Design															
	Plans		2	8												
	Specifications		16													
TOTAL LABOR HOURS		8	22	8	0	0	0	0	0	0	0	0	0	0		
* LABOR RATES (\$/HR)		\$180.00	\$150.00	\$130.00	\$110.00	\$105.00	\$200.00									
LABOR COSTS (\$)		\$1,440	\$3,300	\$1,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
EXPENSES												COMMENTS: See scope letter dated March 8, 2024				
SUB-TASK NO.	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE												
				\$0.00												
				\$0.00												
				\$0.00												
				\$0.00												
				\$0.00												
				\$0.00												
				\$0.00												
				\$0.00												
				\$0.00	FIRM'S TOTAL COST OF LABOR (or Fixed Price):		\$5,780									
				\$0.00	IF CPFF, TOTAL INDIRECT COST @		0.00%	\$0								
				\$0	TOTAL EXPENSES:		\$0	FIRM'S TOTAL EXPENSES		\$0						
SUB-CONTRACTORS: Firm Initials and Price Per Task						FIRM'S TOTAL COST (no Subcontracts or Fee)		\$5,780								
FIRM:					Subtotal	10% Markup										
AMOUNT:					\$0	\$0	TOTAL SUBCONTRACTOR PRICES:		\$0							

* Labor Rates shall be direct labor (base pay) only if Method of Payment is CPFF; otherwise, Labor Rates shall be total rates (i.e. base pay + benefits + overhead + profit.)

