



City of Palmer

231 W. Evergreen Avenue
Palmer, Alaska 99645
Phone 907-745-3271
Fax 907-745-0930

SPECIAL CITY COUNCIL MEETING
6 PM, TUESDAY, MAY 17, 2011
PALMER CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER

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6 P.M. TUESDAY, MAY 17, 2011
CITY COUNCIL CHAMBERS
231 W. EVERGREEN AVENUE, PALMER
www.cityofpalmer.org



MAYOR DELENA JOHNSON
COUNCIL MEMBER RICHARD BEST
COUNCIL MEMBER KEVIN BROWN
COUNCIL MEMBER EDNA DEVRIES
COUNCIL MEMBER KEN ERBEY
COUNCIL MEMBER BRAD HANSON
COUNCIL MEMBER KATHRINE VANOVER

CITY ATTORNEY MICHAEL GATTI
CITY CLERK JANETTE BOWER
CITY MANAGER DOUG GRIFFIN

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Audience Participation
- E. New Business
 - 1. [Action Memorandum 11-035](#): Authorize the City Manager to Execute the Purchase of the Mat-Maid Block Properties Conflict of Interest Waiver with the Law Office Of Glen Price
 - 2. Granite Construction Land Swap (Note: action may be taken by the council following the committee of the whole)
 - a. Committee of the Whole
- F. Council Member Comments
- G. Adjournment



Item E.1. – New Business

**CITY OF PALMER
ACTION MEMORANDUM NO. 11-035**

Subject: Authorize the City Manager to Execute the Purchase of the Mat-Maid Block Properties Conflict of Interest Waiver with the Law Office of Glen Price

Agenda of: May 17, 2011

Council Action: _____

Approved for presentation by:

City Manager	_____
City Attorney	_____
City Clerk	_____

Joyles B. Griff

Certification of Funds:

Total amount of funds listed in legislation: \$ _____

This legislation (√):

Has no fiscal impact

_____ Funds are budgeted from this (these) line item(s):
➤
➤
➤

_____ Funds are not budgeted. Budget modification is required. Affected line item(s):
➤
➤
➤

Unrestricted/undesignated fund balance (after budget modification) \$ _____

Director of Administration signature certifying funds: _____ *AW*

Attachment(s):

- Conflict of Interest Waiver Letter

Summary statement: The City Council authorized the City Manager to negotiate and execute a Professional Services Agreement with the Law Office of Glen Price to serve as the City of Palmer's Consultant for the purchase of the seven properties which comprise the Matanuska Maid Block contingent upon the acceptance of a conflict of interest waiver. A draft waiver was presented to the Council on April 26, prior to passage of the action memorandum approving the contract.

Subsequent to that meeting, the City attorney has asked that the City Council formally approve the Conflict of Interest Waiver as a separate document. This action memorandum will accomplish that task.

Administration recommendation: Approve action memorandum no. 11-035.

April 28, 2011

Via E-Mail & Facsimile

Bruce Love, General Counsel
Crowley Maritime Corporation
9487 Regency Square Blvd.
Jacksonville, Florida 32225

Douglas Griffin, City Manager
City of Palmer
231 W. Evergreen Avenue
Palmer, Alaska 99645

Re: Purchase of the Mat-Maid Block Properties
Conflict of Interest Waiver

Dear Bruce and Doug:

This letter addresses the conflict of interest situation regarding my representation of the City of Palmer (the "**City**"), and requests a waiver from both the City and Crowley Maritime Corporation ("**Crowley**").

As you are both aware, I have been selected as the successful bidder by the City in the City's Request for Qualifications and Proposal, RFQ 11-002CM (the "**RFQ**") to serve as a Real Estate Consultant to assist the City with the purchase of the Mat-Maid properties and related matters (the "**Project**"). Final approval of my selection by the City Council occurred on April 26th. In conjunction with my engagement by the City, it is necessary for both the City and Crowley to sign a conflict of interest waiver.

The conflict of interest arises as a result of my prior (and current) representation of Crowley on various real estate projects in Alaska 1998. I anticipate continuing this representation in the future in the event Crowley sells other Alaska properties. As you know, Crowley is one of the seven property owners in the Project. If I was to represent both Crowley and the City in the Project, there would be an obvious conflict of interest present. This will not happen. I will only be representing the City's interests in conjunction with the Project. Crowley will be retaining separate counsel to represent

Crowley. As part of my representation of the City, and under Alaska Bar Ethics Rule 1.6, I am required to and will keep all information confidential. None of this information can or will be shared with Crowley, and any confidential information I may have obtained about Crowley during my prior representation of Crowley will be kept confidential and not shared with the City.

The other conflict of interest issue relates to my representation of the City, and, in conjunction with this representation, my representing the City in negotiations with Crowley's new counsel regarding the purchase of Crowley's property. This situation is addressed by Alaska Bar Ethics Rule 1.7, which provides, in part:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

....; and

(4) each affected client gives informed consent in writing.

Resolution of a conflict of interest problem under this Rule requires the lawyer to: (i) clearly identify the client or clients; (ii) determine whether a conflict of interest exists; (iii) decide whether the representation may be undertaken despite the existence of a conflict, i.e., whether the conflict is waivable; and (iv) if so, consult with the clients affected under paragraph (i), and obtain their informed consent, confirmed in writing.

Based on the Rule and analysis above, there exists a concurrent conflict of interest, since the representation of the City will be directly adverse to Crowley. However, as provided in paragraph (b) of the Rule, I believe that I will be able to provide competent and diligent

Bruce Love, General Counsel
Douglas Griffin, City Manager
April 28, 2011
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representation to the City despite the conflict. Further, with both the City's and Crowley's written consent below, the representation of the City is permitted.

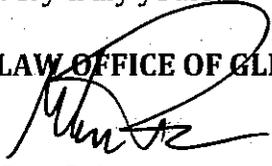
As I mentioned in my RFQ response, I have already discussed this issue with Crowley's general counsel, and he is aware of the conflict of interest. Crowley does not view this as a problem and has agreed to provide a written waiver of the conflict. In addition, Crowley will hire other Alaska counsel to represent it on the matter, which will further alleviate the conflict of interest. In addition, the conflict waiver will be reviewed by and signed by Crowley's General Counsel.

I have discussed the issue with the Alaska Bar Association's counsel and my malpractice insurer, and they concur in my conclusion on this issue. Given the steps to be taken as outlined above, I believe any conflict of interest issue will be adequately addressed, and I believe that I will be able to provide the City with competent and diligent representation. Further, I believe the City's confidential information will be adequately protected. Also, as stated above, I do not believe that there is any risk that my representation of the City will be materially limited by my prior (or any future) representation of Crowley. The previous projects that I worked on for Crowley involved various parcels of real estate throughout Alaska, and the information involved with these projects has no relevance to the City's Project. I understand that this letter has been reviewed by both Crowley's in-house counsel, Bruce Love, and the City's attorney, Michael Gatti. This further protects the City and Crowley since each will be obtaining an independent legal review of the conflict and its waivability.

If you are comfortable with my discussion and disclosure above, and that the conflict can be waived, I request that you sign and date below, and return the signed letter to my attention. Please be advised that facsimile counterpart signatures are acceptable in conjunction with your written waiver.

Very truly yours,

LAW OFFICE OF GLEN PRICE


Glen Price

gplaw@mtaonline.net

CONSENT TO WAIVER OF CONFLICT OF INTEREST

THE UNDERSIGNED, ON BEHALF OF HIS RESPECTIVE ENTITY, HAS READ AND FULLY UNDERSTANDS THE INFORMATION IN THIS LETTER, AND HAS BEEN FULLY INFORMED OF THE CONFLICT OF INTEREST CREATED BY MR. PRICE'S REPRESENTATION OF THE CITY WITH RESPECT TO THE CITY'S PURCHASE OF THE MAT-MAID PROPERTIES. BY SIGNING BELOW, THE UDERSIGNED, ON BEHALF OF HIS REPSECTIVE ENTITY, HEREBY WAIVES THE CONFLICT OF INTEREST AND AGREES TO THE REPRESENTATION OF THE CITY BY MR. PRICE. EACH OF THE UNDERSIGNED ACKNOWLEDGES THAT THIS WAIVER HAS BEEN REVIEWED BY AND DISCUSSED WITH THEIR OWN COUNSEL.

Crowley Maritime Services

By: _____
Bruce Love, General Counsel

Date: _____

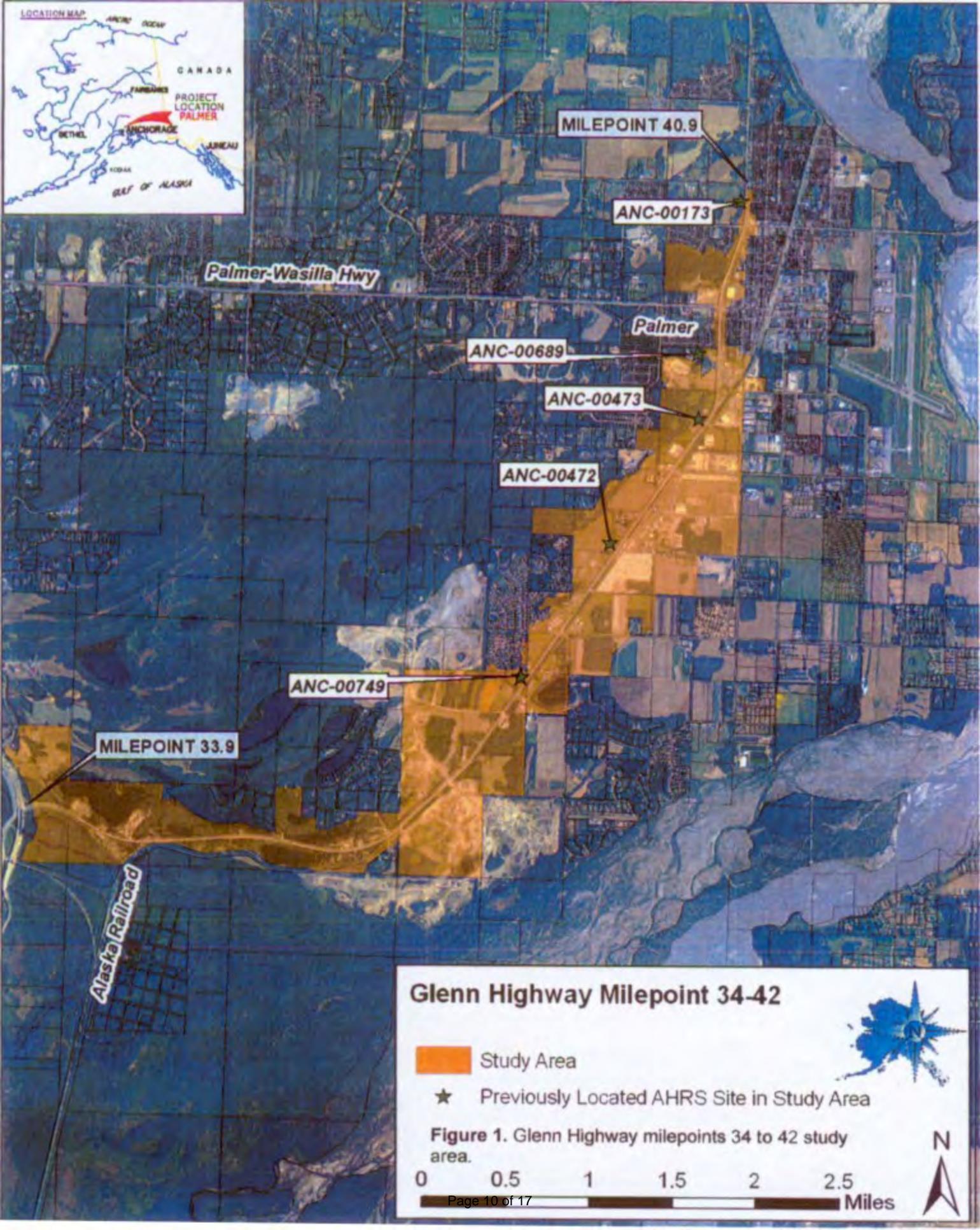
City of Palmer

By: _____
Douglas Griffin, City Manager

Date: _____



Item E.2. – New Business



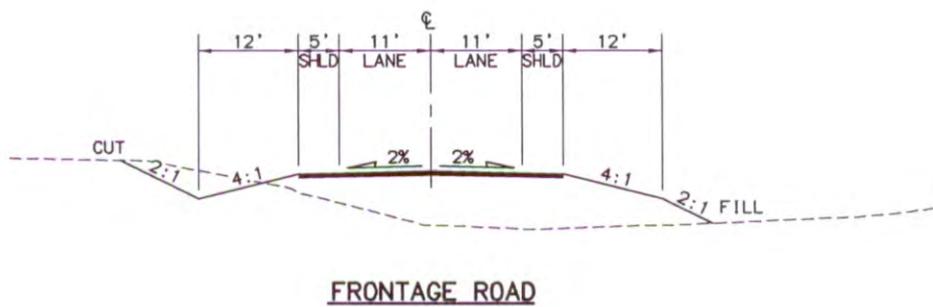
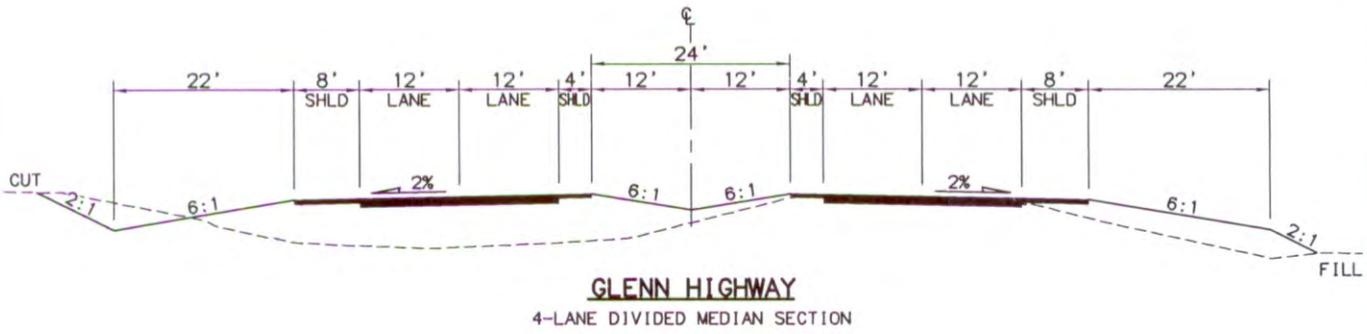
Glenn Highway Milepoint 34-42

 Study Area

 Previously Located AHRs Site in Study Area

Figure 1. Glenn Highway milepoints 34 to 42 study area.







LEGEND

XX MILEPOST
 CDS XX.X = COORDINATED DATA SYSTEM MILEPOINT
➔ AHR SITE

State of Alaska Department of Transportation & Public Facilities
 Glenn Highway MP 34-42
 Figure 3 Proposed road plan located between milepost 35 & 36
 Palmer, Alaska



LEGEND

XX

MILEPOST

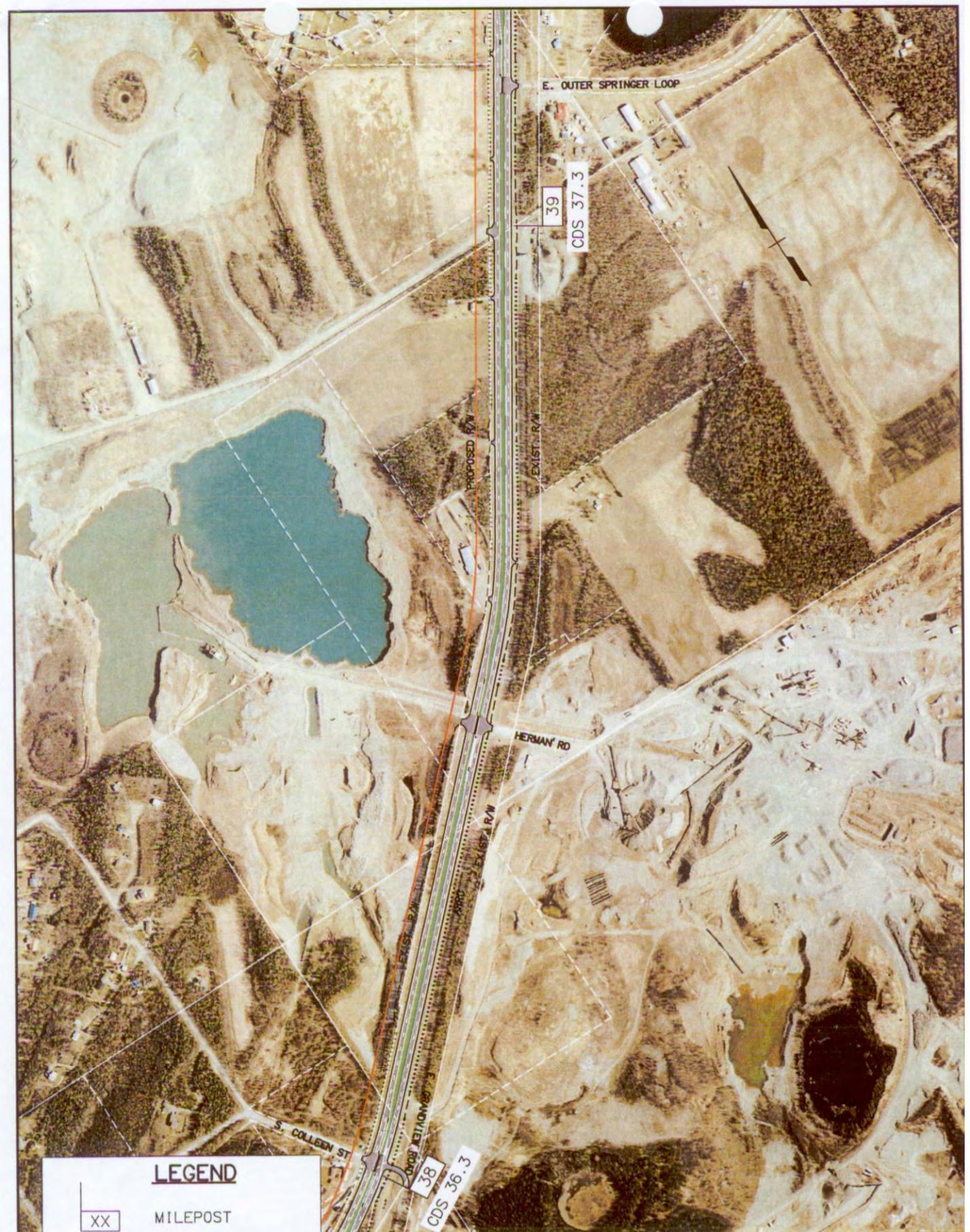
CDS XX.X = COORDINATED DATA SYSTEM MILEPOINT



AHRS SITE

State of Alaska Department of Transportation & Public Facilities
Glenn Highway MP 34-42

Figure 13 Proposed road plan located between milepost 37 & 38
Palmer, Alaska



LEGEND

XX MILEPOST
 CDS XX.X = COORDINATED DATA SYSTEM MILEPOINT
 AHR SITE



LEGEND

XX

MILEPOST

CDS XX.X = COORDINATED DATA SYSTEM MILEPOINT



AHRs SITE

State of Alaska Department of Transportation & Public Facilities
 Glenn Highway MP 34-42

Fig. 6 Proposed road plan located between milepost 39 & 40
 Palmer, Alaska

ANC-00689

ANC-00473

41
CDS 39.4

LEGEND

XX

MILEPOST

CDS XX.X = COORDINATED DATA SYSTEM MILEPOINT



AHRS SITE

State of Alaska Department of Transportation & Public Facilities
Glenn Highway MP 34-42

Figure 7. Proposed road plan located between milepost 40 & 41



LEGEND

XX

MILEPOST

CDS XX.X = COORDINATED DATA SYSTEM MILEPOINT



AHRs SITE

State of Alaska Department of Transportation & Public Facilities
Glenn Highway MP 34-42

Figure 8. Proposed road plan located between Evergreen Ave and Scott Rd
Palmer, Alaska