

CITY OF PALMER ACTION MEMORANDUM NO. 11-004

SUBJECT: Authorize the City Manager to Sign a Memorandum of Agreement with the State of Alaska Department of Natural Resources Division of Lands Accepting a Sidewalk Easement and a Bus Shelter and Bike Parking License Agreement with Fred Meyer Stores to Provide for Construction of Two Bus Shelters

AGENDA OF: January 11, 2011

Council action:	Postponed to January 25, 2011	Authorized
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Approved for presentation by Douglas B. Griffin, City Manager

Route To:	Department/Individual:	Initials/Date:	Remarks:
X	Originator – Director of Community Development	12-20-10	
X	City Clerk	1/5/11	
X	City Attorney	1/5/11	
	Director of Administration		
	Director of Public Safety		
X	Director of Public Works	GW 12-20-10	

Attachment(s): Memorandum of Agreement with State of Alaska Department of Natural Resources
 Bus Shelter and Bike Parking License Agreement with Fred Meyer Stores
 Palmer Loop Transit Stops Map
 Bus Shelter Photo and Transit Stop Shelter Details
 Proposed Library, Borough Building and Post Office Bus Shelter locations

Certification of Funds:

X	No fiscal impact.	
	Funds are budgeted from this account number:	
	Funds are not budgeted. Budget modification is required. Affected account number:	
Unrestricted/undesignated fund balance (after budget modification):		

Director of Administration Signature:

Summary statement: These two agreements will permit the construction of two sheltered bus stops, one on S. Denali Street at the State Courthouse Complex and one at Fred Meyer Gas station located at the corner of S. Bailey and Blueberry Avenue to serve Palmer residents on the north side of town who use the bus system. These two bus shelters would be part of city transit

routes that will include sheltered stops on E. Elmwood Avenue in front of the Library, E. Dahlia in front of the Borough Building, and S. Cobb Street in front of the Post Office.

Background: The Matanuska-Susitna Borough has received a grant from the Federal Transit Administration to increase bus ridership throughout the Valley. After working with transit providers, the Borough has offered to use part of the grant funds to provide sheltered bus stops in Palmer and Wasilla and along the Palmer-Wasilla Highway in the core area.

Individuals who use the bus have voiced concerns about having to wait for a bus in the rain, wind, and snow. These shelters will provide some protection from the elements to people waiting for a bus to arrive. Each of the five new proposed shelters in Palmer would include a bench, trash can, and bike rack. This grant will also provide additional signs with information on bus schedules at the current bus stops by the Pioneer Home, in the Fred Meyer Store parking lot, the Pioneer Plaza parking lot and at the new Carr's Store.

The new bus stop on W. Blueberry Avenue near the Fred Meyer Gas Station and the Palmer Arms will require the jersey barriers to be removed from Blueberry Avenue, resulting in W. Blueberry becoming a two way street again. The barriers were installed as part of the 2004 traffic changes to the downtown area encouraging traffic to use the wider east-west cross streets such as Dogwood, Dahlia and Cedar Avenues.

Each bus shelter site has been selected to serve locations where ridership is highest and commuters have indicated a sheltered stop is desired. These bus stops were planned for use by Mat-Su Community Transit (MASCOT), but would also be used by other transit systems operating in the area such as the new privately owned Valley Mover service. Ownership and maintenance of the stops in Palmer would be the responsibility of the City of Palmer.

Construction of these bus shelters is scheduled for May 2011.

The City Attorney has reviewed both the Memorandum of Agreement with the Department of Natural Resources, Division of Lands for the Courthouse site and the Bus Shelter and Bike Parking License Agreement with Fred Meyer Stores for the Bailey and Blueberry Avenue site.

Administration recommendation: Approve action memorandum 11-004.



CITY OF PALMER
MEMORANDUM OF AGREEMENT

PROJECT NAME:
MSB PARK & RIDE - BUS STOPS
PARCEL #: 6819000L001A

AGREEMENT has been reached this ___ day of ___, 2010, between State of Alaska, Department of Natural Resources, Division of Lands and the CITY OF PALMER, for the acquisition of a Sidewalk Easement. The amounts to be paid, and other considerations to be given in full satisfaction of this Agreement, are as follows:

Table with 2 columns: Description and Amount. Rows include Right of Way Acquisition, Land Purchased, Improvements Purchased, Sidewalk Easement (205 square feet), Temporary Construction Easement, Cost to Cure for damage to remainder, Retention Value, and TOTAL COMPENSATION (rounded).

Damages are a consideration: [] yes [X] no Amount of Damages included in total compensation: \$0.00

Other Conditions: a) The Sidewalk Easement will be executed and recorded prior to construction. b) Landscaping damaged by construction will be restored by i) installing topsoil and seed to reestablish grassy areas and ii) by transplanting up to three existing trees from the construction area to another landscaping area on the same property (or by providing new trees of the same species and size). Trees shall be in a living, healthy condition following one complete growing season after planting.

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

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

CITY OF PALMER

ALASKA DNR

BY Doug Griffin, City Manager Date

X Date

Name, Title



CITY OF PALMER
SIDEWALK EASEMENT

PROJECT NAME:
MSB PARK & RIDE – BUS STOPS
PARCEL #: 6819000L001A

The grantor(s) State of Alaska, Department of Natural Resources, Division of Lands for and in consideration of \$1.00, receipt of which is hereby acknowledged, hereby grant(s) to the CITY OF PALMER (grantee), a municipal corporation, in the Matanuska Susitna Borough, State of Alaska, an easement for, and the right to construct, replace, remove or modify a public sidewalk and bus stop shelter in, upon, over and across that certain real property described below:

Lot 1A, Deneke Park Subdivision, recorded as Plat 2008-63 at the Palmer Recording District, Third Judicial District, Palmer, Alaska, containing 205.33 square feet, more or less, and more particularly described on Exhibit A, which is incorporated and made a part hereof,

together with the right to enter upon and to pass over and along said easement (and right of way) by the public, the City of Palmer, its officers, agents and employees and by any contractor, its agents and employees engaged by said City whenever and wherever necessary for the purpose set forth.

In consideration for the expenditure of public funds by the Grantee for sidewalk improvements in the easement area, the Grantor shall not construct permanent improvements in the easement area that are inconsistent with the right hereby acquired.

Dated this _____ day of _____, 2010.

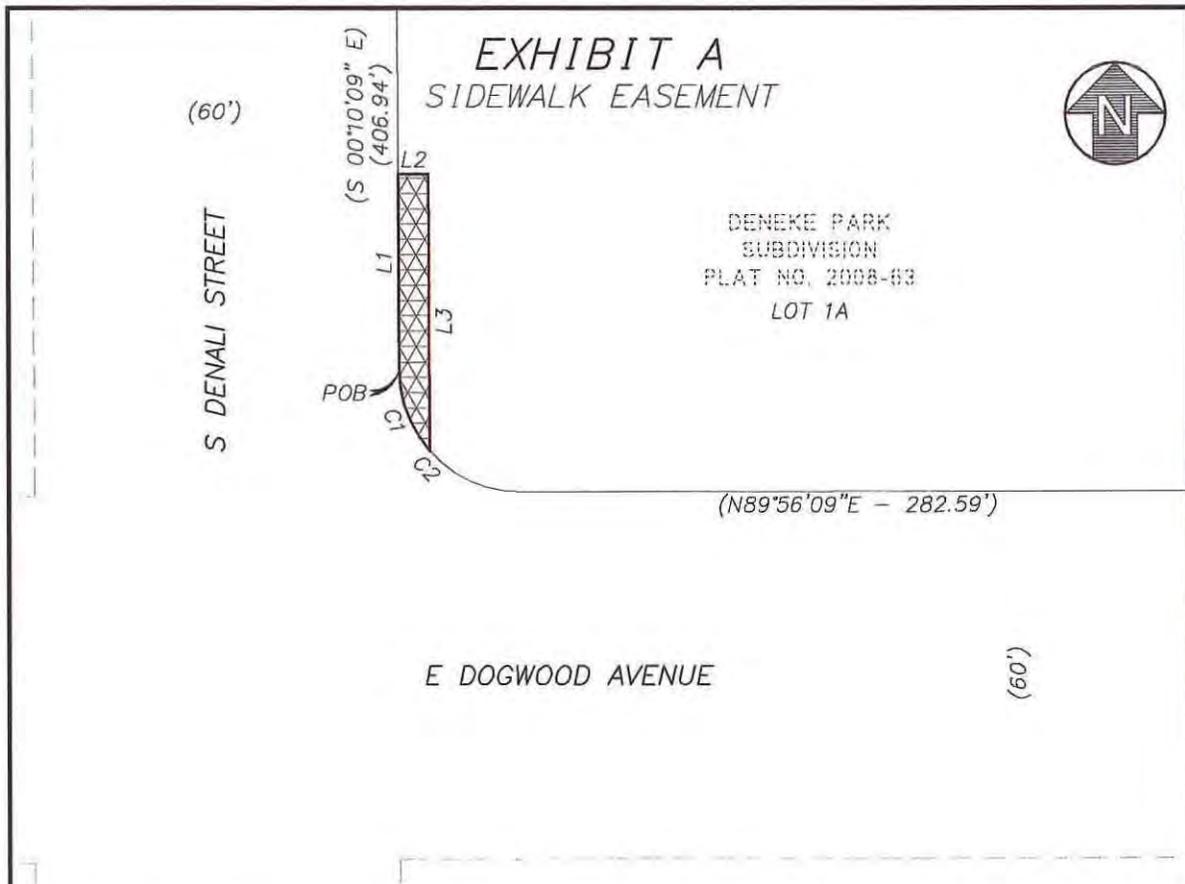
Grantor

Printed Name, Title

CITY OF PALMER

MSB PARK & RIDE – BUS STOPS
Page 1 of 3

PARCEL NO(s): 6819000L001A



CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	20'	14.45'	7.56'	41°24'35"
(C2)	(20')	(31.38')	(19.96')	(89°53'42")

LINE TABLE

LINE	LENGTH	BEARING
L1	32.00'	N 00°10'09" W
L2	5.00'	N 89°49'51" E
L3	45.23'	S 00°10'09" E
AREA = 205 SQ. FT.		

LEGEND

- SIDEWALK EASEMENT
- POB TRUE POINT OF BEGINNING
- () RECORD DATA PER PLAT 2008-63

HDL HATTENBURG DILLEY & LINNELL
Engineering Consultants
3335 Arctic Blvd, Anchorage, AK, 99503 (907)564-2120

SIDEWALK EASEMENT
MSB PARK & RIDE - BUS STOPS
LOT 1A, DENEKE PARK SUBDIVISION
HDL PROJECT #10-011

CHECKED BY _____ RJKA
DRAFTED BY _____ FJS
PAGE 3 OF 3 DATE 9/30/10

EASEMENT AREA 205 SF
SCALE: 1" = 30' DATE: 9/30/10
PARCEL NO. 6819000L001A

BUS SHELTER AND BIKE PARKING LICENSE AGREEMENT
Palmer, AK – Fred Meyer Fuel Location

This Bus Shelter License Agreement (“**Agreement**”) is between Fred Meyer Stores, Inc., an Ohio corporation (“**Licensor**”) and City of Palmer (“**Licensee**”).

1. **License.** Licensor owns certain real property in which it operates a Fred Meyer fuel station located at 170 W. Arctic Avenue, City of Palmer, State of Alaska, legally described on **Exhibit A** attached hereto and by this reference incorporated herein (“**Property**”). In consideration for the obligations of Licensee set forth herein, Licensor grants to Licensee a revocable license (“**License**”), subject to all encumbrances, liens, interests and claims of record and the claims and rights of all prior persons and occupants of the affected property, on and across the portion of the Property described or designated on **Exhibit B** attached hereto and by this reference incorporated herein (“**License Area**”), said License Area being approximately 600 square feet of land, for the purpose of construction, maintenance, and operation of a mass transit bus shelter bike parking and related improvements (including any necessary concrete pad, foundation, or related work) (“**Shelter**”).
2. **Term.** The term of this Agreement shall be for one (1) year commencing on November 1, 2010 and provided that Licensee is not then in default under this Agreement shall automatically renew for successive one (1) year periods unless terminated as provided herein.
3. **Use.** Licensee shall use the License Area solely for the purposes outlined above. All expenses for the construction, maintenance and operation of the Shelter shall be paid by Licensee. Prior to commencement of construction of the Shelter, Licensee shall submit its plans and specifications for the Shelter to Licensor for review and approval. Licensee shall not construct or reconstruct the Shelter on the License Area during the months of November or December without the prior written approval of Licensor. At the termination of this Agreement, Licensee, at its sole cost and expense, shall remove any debris which Licensee brought into the License Area and shall otherwise restore the License Area to the same condition as at the start of this Agreement. Notwithstanding the above, Licensor, at Licensor’s sole discretion, may allow Licensee to leave in place any concrete pad or paved area that may have been installed in relation to the placement of the Shelter. Once the Shelter is constructed, members of the public shall have the right to enter upon the License Area for purposes related to use of the Shelter.
4. **Maintenance.** Licensee shall maintain the Shelter in proper working condition at all times including, without limitation, removal of garbage, cleaning of the Shelter, and, if necessary, removal of graffiti. Licensee shall conduct its activities on the License Area so as to avoid interference with utilities, subsurface improvements or installations, and access to the Property and the Fred Meyer fuel station. Licensee shall keep the License Area and the Property free from any liens arising from work caused or done by Licensee, its employees, agents or independent contractors.
5. **Indemnity.** To the fullest extent not prohibited by law, Licensee shall protect, defend, indemnify and hold Licensor harmless for, from and against any and all claims, demands, losses, damages, expenses (including, without limitation, reasonable attorney fees)

and liabilities, including personal injury and for any damage to or loss or destruction of property, suffered by Licensor, its tenants, employees, and invitees arising out of or resulting from Licensee's use of the License Area including, without limitation, construction, maintenance and operation of the Shelter; provided, however, that Licensor shall not be entitled to such indemnification for damage caused to Licensor or any third party by reason of the sole negligence or misconduct of Licensor or damage caused by the concurrent negligence of Licensor to the extent of such concurrent negligence.

6. **Termination.** This Agreement may be terminated by either party for any reason with ninety (90) days prior written notice to the other party. In addition to the termination rights in the prior sentence, if Licensee is in default of any terms or conditions of this Agreement, Licensor may terminate this Agreement with sixty (60) days prior written notice if Licensee fails to cure such default within the notice period or such longer period (up to one hundred twenty (120) days) as may be reasonably required to diligently complete a cure provided that such cure is commenced within that sixty (60) day notice period.

7. **Non-exclusivity.** The License granted hereby shall be non-exclusive and Licensor reserves the right to grant other easement or license rights in and to the License Area; provided that such easement rights shall not substantially interfere with the rights granted herein.

8. **Nature of Rights.** Licensor and Licensee agree that the only right granted Licensee under this Agreement is a revocable license, and under no circumstances may this ever be construed to be the grant of an easement or other interest in real property. On termination of this License, Licensee shall not enter the License Area for any reason thereafter without Licensor's written consent.

9. **Permits.** Licensee will be responsible for obtaining any and all permits or approvals that may be necessary for Licensee's activities on the License Area.

10. **Assumption of Risk.** Licensee accepts the License Area AS IS, WHERE IS, with all faults, and assumes all risk of injury to Licensee and to any persons, goods, materials or other property entering onto the License Area. Licensor has no duty whatsoever to maintain the License Area.

11. **Non-assignability.** The License granted Licensee under this Agreement is personal to Licensee and does not run with the License Area, and may not be assigned or otherwise transferred by Licensee. This Agreement shall not be recorded.

12. **Compliance with Laws.** Licensee shall conduct its activities on the License Area in compliance with all applicable federal, state, and local laws, regulations, orders and rules.

13. **Notices.** Notices under this Agreement shall be in writing, effective when delivered, or if mailed, effective on the third day after mailed postage prepaid to the address for the other party stated below, or to such other address as either party may specify by notice to the other.

14. **No Third Party Beneficiaries.** Except for the Parties to whom this Agreement is

assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a Party hereto.

To Licensee:

City of Palmer
Attn: City Manager
231 W. Evergreen Avenue
Palmer, AK 99645
Phone: (907) 745-3271
Fax: (907) 745-0930

To Licensor:

Fred Meyer Stores, Inc.
Attn: Director Real Estate
3800 SE 22nd Avenue
Portland, OR 97202
Phone: (503) 797-3533
Fax: (503) 797-3539

15. **Miscellaneous Provisions.** Neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Agreement. This Agreement shall be governed by the laws of the State of Alaska. Time is of the essence of this Agreement. Any provision of this Agreement that is deemed invalid or unenforceable shall be ineffective to the extent of such unenforceability, without rendering invalid or unenforceable the remaining provisions of this Agreement. This Agreement may not be amended except in writing executed by the parties. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving party. If any suit or action to enforce the terms of this Agreement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees and all costs of discovery) incurred by such party or parties in such suit or action, including, without limitation any post-trial or appellate proceeding, or in the collection or enforcement or any judgment or award entered or made in such suit or action.

Dated: 10/29/10, 2010

LICENSOR: **FRED MEYER STORES, INC.,**
an Ohio corporation

By: 

Title: VICE PRESIDENT

LICENSEE: **CITY OF PALMER**

By: _____

Title: _____

EXHIBIT A

Description of Property

A portion of the Northwest one-quarter of the Southwest one-quarter (NW ¼, SW1/4), Section 33, Township 18 North, Range 2 East, Seward Meridian, Palmer Recording District, Third Judicial District, State of Alaska, described as follows:

Beginning at the one-quarter corner common to Sections 33 and 32; thence East 30 feet to the point of beginning; thence East 272.68 feet; thence South 0°08' East 329.14 feet; thence West 272.68 feet; thence North 0°08' West 329.14 feet to the point of beginning.

EXCEPTING THEREFROM the North 30 feet.

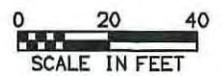
EXHIBIT B

Description of License Area

See attached.



AERIAL PHOTOGRAPH AUGUST 6, 2008.



H:\Jobs\10-011 Park and Ride (MSB)\04-Final Design\Cad\Drawings\1001_L_04_Z-Exhibit Fred Meyer License, 1-20, 10/06/10 et 13:42 by tlc
 LAYOUT: TGI
 VIEW: B10.LH.PDF, B10.LH.X700, 1011
 XREF: 10011_L_04_B001-B, 10011_L_04_TRANSIT24-25

HDL HATTENBURG DILLEY & LINNELL
 Engineering Consultants

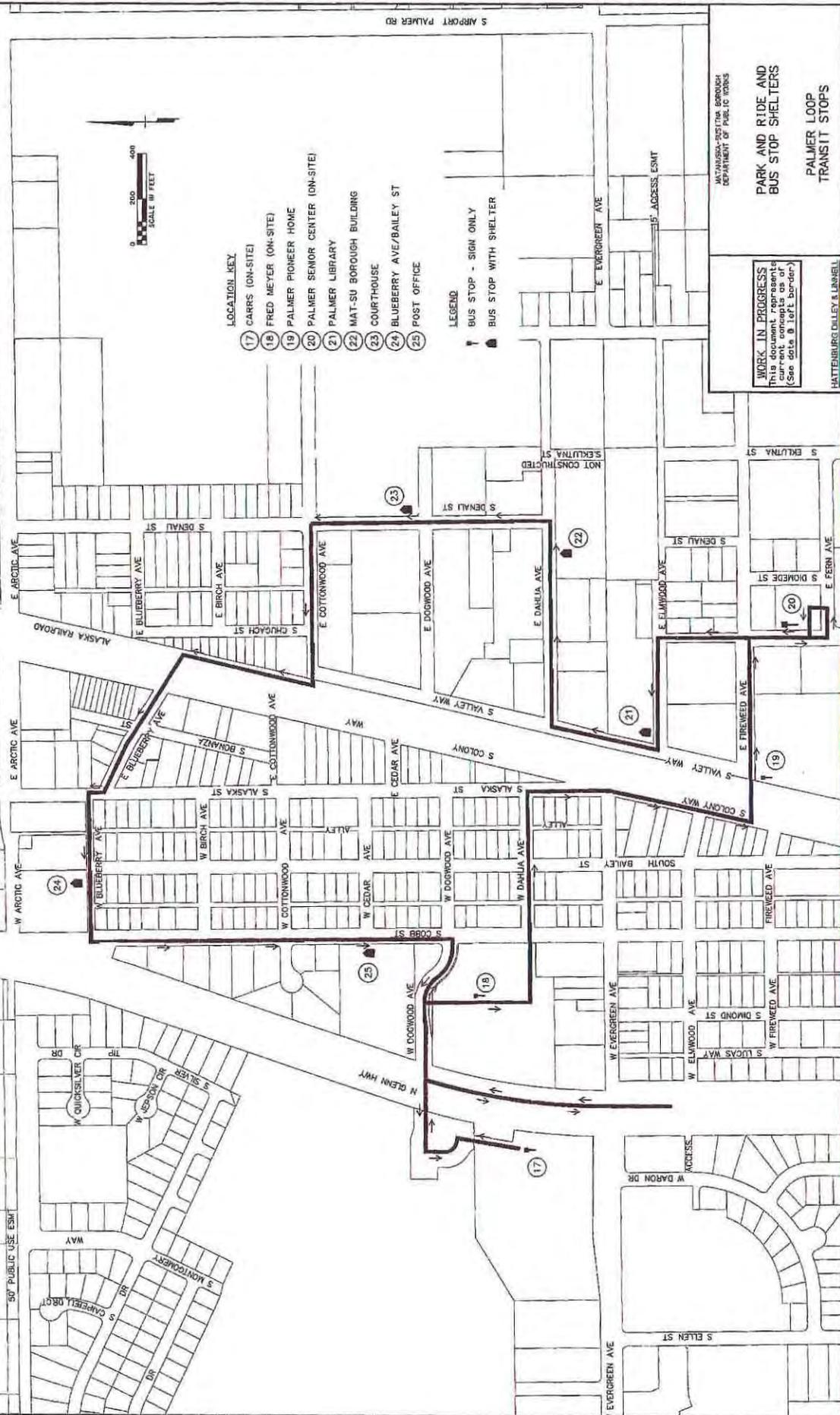
- ENGINEERING
- SURVEYING
- PROJECT MANAGEMENT
- EARTH SCIENCE
- PLANNING
- ENVIRONMENTAL

(907) 564-2120 - ANCHORAGE
 (907) 746-5230 - PALMER
 WWW.HDLALASKA.COM

EXHIBIT B
BLUEBERRY/BAILEY BUS STOP
LICENSE AREA
 PALMER, ALASKA

DATE:	10-06-10	DRAWN BY:	TLC	SHEET:	1
SCALE:	1"=20'	CHECKED BY:	DWL	JOB NO.:	10-011

NO.	DATE	REVISIONS DESCRIPTION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA		2010	3	



- LOCATION KEY**
- 17 CARRS (ON-SITE)
 - 18 FRED MEYER (ON-SITE)
 - 19 PALMER PIONEER HOME
 - 20 PALMER SENIOR CENTER (ON-SITE)
 - 21 PALMER LIBRARY
 - 22 MAT-SU BOROUGH COURTHOUSE
 - 23 BLUEBERRY AVE/BAILEY ST
 - 25 POST OFFICE

- LEGEND**
- ◻ BUS STOP - SIGN ONLY
 - ◻ BUS STOP WITH SHELTER

WORK IN PROGRESS
 This document represents preliminary work.
 (See sheets 1 & 2 for details.)

PARK AND RIDE AND BUS STOP SHELTERS

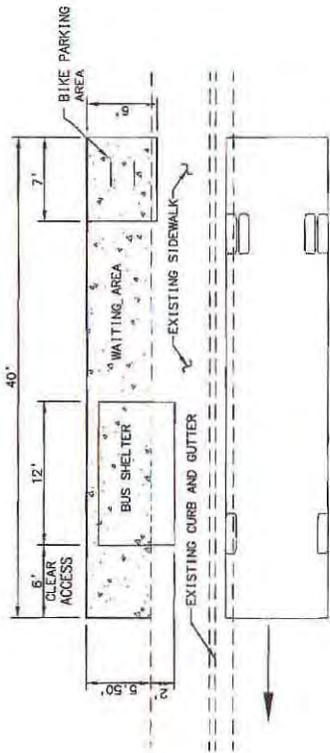
PALMER LOOP TRANSIT STOPS

MATANUSKA-SITKA BOROUGH
 DEPARTMENT OF PUBLIC WORKS

HATTENBURG DILLEY & LINNELL



NO.	DATE	REVISIONS DESCRIPTION	STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
			ALASKA		2010	E1	



TRANSIT STOP DETAIL

MATAMOROS-SEITZ INC. BROOKLYN
DEPARTMENT OF PUBLIC WORKS

BUS STOP SHELTERS
TRANSIT STOP
DETAILS

WORK IN PROGRESS
This drawing is preliminary and subject to change without notice.
(See date & left border)

HATTERBURG DILEY & LUNNELL

PROJECT NO.	2010-10-11
DATE	09/27/10
BY	DL
CHECKED BY	DL
DESIGNED BY	DL
PROJECT NO.	2010-10-11
DATE	09/27/10
BY	DL
CHECKED BY	DL
DESIGNED BY	DL

DATE: 10/11/10 10:00 AM
USER: DL

REVISED		STATE	PROJECT DESIGNATION	YEAR	SHEET NO.	TOTAL SHEETS
No.	DATE	ALASKA		2010	G2	G2



TRANSIT STOP PALMER LIBRARY

MATILUSKA-SUSTINA BONDUR
DEPARTMENT OF PUBLIC WORKS

BUS STOP SHELTERS
PALMER LIBRARY
TRANSIT STOP
SITE LAYOUT AND STRIPING

WORK IN PROGRESS
This drawing is for informational purposes only and does not constitute a contract. (See data & left border.)

HATTENBURG DILLEY & LINNELL

DATE	11/11/10	PROJECT	TRANSIT STOP PALMER LIBRARY
SCALE	AS SHOWN	DRAWN BY	MM
CHECKED BY	MM	DATE	11/11/10
APPROVED BY	MM	DATE	11/11/10
PROJECT NO.	10011011	PROJECT	TRANSIT STOP PALMER LIBRARY
DATE	11/11/10	PROJECT	TRANSIT STOP PALMER LIBRARY

10011011-011: PALMER LIBRARY TRANSIT STOP
11/11/10

REVISIONS		STATE	PROJECT DESIGNATION	YEAR	SHEET NUMBER
No. 1	DATE	ALASKA		2010	G3



TRANSIT STOP MAT-SU BOROUGH BUILDING

MAT-SU BOROUGH
DEPARTMENT OF PUBLIC WORKS

BUS STOP SHELTERS
MAT-SU BOROUGH BUILDING
TRANSIT STOP
SITE LAYOUT AND STRIPING

WORK IN PROGRESS
This document represents
current concepts as of
(See date at left border.)

HATTENBURG DILLEY & LUNNELL

