

Mayor Edna B. DeVries
 Deputy Mayor Sabrena Combs
 Council Member Julie Berberich
 Council Member Richard W. Best
 Council Member Steve Carrington
 Council Member Brian Daniels
 Council Member Jill Valerius

City Attorney Michael Gatti
 City Clerk Norma I. Alley, MMC
 City Manager John Moosey

City of Palmer, Alaska
City Council Meeting
January 12, 2021, at 7:00 PM
 City Council Chambers
 231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 21-001:** Authorizing the City Manager to Sign Palmer Museum of History and Art’s Service Contract Amendment No. 9 for Care, Custody and Control of Historical Artifacts Owned by the City in the Amount of \$46,200.00 to Reflect 2021 Payments .. Page 3
 - b. **Action Memorandum No. 21-002:** Authorizing the City Manager to Sign Amendment No. 1 to the Palmer Museum of History and Art’s Management Service Contract for Operation of the Visitor Information Center in the Amount of \$75,115.00 to Reflect 2021 Payments Page 7
 - c. **Action Memorandum No. 21-003:** Authorizing the City Manager to Negotiate and Execute a Management Services Contract with Eagle Golf Course Management, Inc. in the Amount of \$417,000.00 to Expire in 2026..... Page 11
 - d. **Action Memorandum No. 21-004:** Authorizing the City Manager to Execute a One-Year Extension of the Brand License Agreement with Matanuska Telephone Association for the MTA Events Center to Expire December 31, 2021 Page 25
 - e. **Action Memorandum No. 21-005:** Authorizing the City Manager to Negotiate and Execute a Purchase Agreement with Western Peterbilt, Inc. for a Solid Waste Collection Vehicle in the Amount of \$351,927.00 Using the Governmental and Property Procurement Process . Page 39
 - f. **Action Memorandum No. 21-006:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for The Palmer Bar, Located at 828 South Colony Way, Palmer, Liquor License No. 1274 of Liquor License Renewal..... Page 63
 - g. **Action Memorandum No. 21-007:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for Matanuska Brewing Company, LLC. Located at 513 South Valley Way, Palmer, AK, of Liquor License Renewal. Liquor License No. 5566 Page 67
 - h. **Action Memorandum No. 21-008:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for Moose Loyal Order 793, Located at 1136 South Cobb Street, Palmer, Liquor License No. 744 of Liquor License Renewal..... Page 71
2. Approval of Minutes of Previous Meetings
 - a. November 10, 2020, Special Meeting Page 75
 - b. November 10, 2020, Regular Meeting Page 77
 - c. November 18, 2020, Special Meeting Page 83
 - d. November 24, 2020, Special Meeting Page 87
 - e. November 24, 2020, Regular Meeting Page 89
 - f. November 25, 2020, Special Meeting Page 97
 - g. December 4, 2020, Special Meeting Page 99

E. COMMUNICATIONS AND APPERANCES REQUEST

- 1. Presentation from Matanuska-Susitna Borough Planning Services Manager Kim Sollien Regarding the Arctic Winter Games Page 101

F. REPORTS

- 1. City Manager’s Report
- 2. City Clerk’s Report
- 3. Mayor’s Report
- 4. City Attorney’s Report

G. AUDIENCE PARTICIPATION

H. NEW BUSINESS

- 1. **Committee of the Whole:** Discussion on Proposed Ordinances Regarding (note: action may be taken by the council following the committee of the whole):
 - a. Amending Palmer Municipal Code Chapters 17.08 Definitions, Palmer Municipal Code 17.28 Commercial Limited and 17.32 Commercial General, and Enacting a New Chapter Titled Palmer Commercial Land Use Matrix Page 129
 - b. Amending Palmer Municipal Code Title 17 Zoning Creating a Central Business District Within Palmer Municipal Code Title 17, Zoning Page 153

I. RECORD OF ITEMS PLACED ON THE TABLE

J. AUDIENCE PARTICIPATION

K. COUNCIL COMMENTS

L. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Jan 26	Regular	7 pm	
Feb 9	Regular	7 pm	
Feb 23	Regular	7 pm	
Mar 9	Regular	7 pm	
Mar 23	Regular	7 pm	
Apr 13	Regular	7 pm	
Apr 27	Regular	7 pm	
May 11	Regular	7 pm	
May 25	Regular	7 pm	

**City of Palmer
Action Memorandum No. 21-001**

Subject: Authorizing the City Manager to Sign Palmer Museum of History and Art's Service Contract Amendment No. 9 for Care, Custody and Control of Historical Artifacts Owned by the City in the Amount of \$46,200.00 to Reflect 2021 Payments

Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
<u> ✓ </u>	Community Development	<u><i>Brad Hanson</i></u>	<u>December 14, 2020</u>
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **46,200.00**

This legislation (✓):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 46,200.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): 01-01-20 6030 Contractual Services
- Not budgeted _____

Director of Finance Signature: *Jim Dalton*

Approved for Presentation By:

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

Attachment(s):

1. Contract Amendment No. 9

Summary Statement/Background:

Approval of this Action Memorandum will authorize payments as approved in the FY 2021 Budget on December 8, 2020 to the Palmer Museum of History and Art (PMHA) for detailed museum services. The \$46,200.00 approved for FY 2021 is the same amount paid to the PMHA for these services in FY 2015 - FY 2020.

A contractual relationship has existed between the City and the Palmer Museum of History and Art (PMHA) designating the PMHA as the exclusive entity responsible for the care, custody, and control of historic artifacts owned by the City since March 2006. On June 28, 2005, the City Council approved Resolution 05-017 authorizing the City to enter into a contract with the PMHA, an Alaska non-profit corporation, to be the official caretaker of all historical artifacts and museum properties for the City. That relationship was formalized by the execution of an Agreement on March 10, 2006.

On February 14, 2012, a new Agreement between the City and Palmer Museum of History and Art was approved by Council. The 2012 Agreement expired on 12/31/2016. Thereafter the agreement may be renewed in writing and signed by both parties for two additional five-year periods, this amendment marks the end of the first five-year extension. This agreement continues to require annual appropriation as approved in budget, funding section (II. F) has been amended each year since 2012.

The following table shows the history and compensation in the current contract for these services.

<u>Document</u>	<u>Approved by Council</u>	<u>Action Memorandum</u>	<u>Compensation</u>
Contract for Services	February 14, 2012	AM 12-012	\$ 40,000
Amendment #1	February 26, 2013	AM 13-011	\$ 44,000
Amendment #2	January 28, 2014	AM 14-010	\$ 44,000
Amendment #3	January 13, 2015	AM 15-009	\$ 46,200
Amendment #4	March 8, 2016	AM 16-023	\$ 46,200
Amendment #5	February 28, 2017	AM 17-013	\$ 46,200
Amendment #6	March 1, 2018	AM-18-023	\$ 46,200
Amendment # 7	February 12, 2019	AM-19-016	\$ 46,200
Amendment # 8	January 28, 2020	AM 20-005	\$ 46,200

Administration's Recommendation:

To approve Action Memorandum No. 21-001

Agreement Between
 City of Palmer and Palmer Museum of History and Art
 For Curatorial, Archival and Museum Services

AMENDMENT NO. 9

This Amendment, dated _____, 2021 amends the Agreement for curatorial, archival and museum services approved by Palmer City Council on February 14, 2012, between the City of Palmer (City) and Palmer Museum of History and Art (PMHA) as follows:

II.F. Subject to the provisions of this Agreement, as compensation for PMHA’s services, the City shall pay PMHA, the amount of \$46,200. As approved by the City Council in the FY 2021 Budget, the City shall pay Contractor as follows:

At signing	\$26,200
April 1, 2021	\$10,000
June 1, 2021	\$5,000
October 1, 2021	<u>\$5,000</u>
TOTAL	\$46,200

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

 John Moosey, City Manager

 Patricia R. Chesbro, President

 Date

 Date

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

On _____, 2021, Patricia R. Chesbro personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____
3. [] whose identity I proved on the oath/affirmation of _____,
 a credible witness to be the signer of the Amendment No. 9 of the Contract for

Curatorial, Archival and Museum Services between the City and the Palmer Museum of History and Art and she acknowledged that she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2021, John Moosey, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

**City of Palmer
Action Memorandum No. 21-002**

Subject: Authorizing the City Manager to Sign Amendment No. 1 Palmer Museum of History and Art's Management Service Contract Amendment for Operation of the Visitor Information Center in the Amount of \$75,115.00 to Reflect 2021 Payments

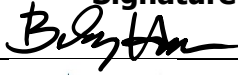
Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
✓	Community Development		December 14, 2020
✓	Finance		December 15, 2020
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **75,115.00**

This legislation (✓):


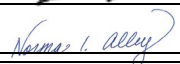
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 75,115.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): 01-01-20-6030 Contractual Services
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Amendment No. 1 to Management Service Contract for Visitor Information Services

Summary Statement/Background:

The Palmer Visitor Center is operated under a contract with the Palmer Museum of History and Art (PMHA). This management service contract is for a five-year period, beginning in 2020, with an option to extend an additional five one-year extensions. The Visitor Information management service contract is fixed price of \$75,115.00 per year.

The management service contract requires the PMHA to support and promote any City initiated marketing or promotional strategy and to staff seasonal operations from May 1 thru September 15 each year. Any alterations, additions or improvements to the physical appearance for the Visitor Information Center facility or its grounds requires prior approval. PMHA has satisfactorily performed the duties and obligations for Visitor Information Services for the past 12 years.

PMHA was originally awarded a contract for visitor Information services on March 24, 2009, and there were five one-year extensions to the 2009 contract. In March 2015 PMHA was awarded the contract in the amount of \$61,400 per year. The 2015 contract was extended to a five-year service agreement with allowance for two additional one-year periods extensions, by a mutual written agreement. In 2017 PMHA and the City negotiated a new Visitor Information Service Contract price of \$70,115 and continued for the 2018 and 2019 contract years. On December 10, 2019 City Council approved the current contract for a five-year period beginning in 2020 and ending December 31, 2025.

Administration's Recommendation:

To approve Action Memorandum No. 21-002

Contract
For
Visitor Information Services

AMENDMENT NO. 1

This Amendment, dated _____, 2021 amends the Contract for Visitor Information Services approved by City Council, December 10, 2019, between the City of Palmer (City) and the Palmer Museum of History and Art (PMHA), as follows:

The payment schedule outlined in Section II 1. Payment and Performance is amended to read as follows to reflect the following payment dates in 2021:

- A. Subject to the provisions of this contract, as compensation for all of the Contractor's services, the City shall pay Contractor the amount of \$75,115. The City shall pay as follows:

At signing	\$25,115
May 1, 2021	\$16,000
June 1, 2021	\$11,000
July 1, 2021	\$11,000
August 1, 2021	<u>\$12,000</u>
TOTAL	\$75,115

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

John Moosey, City Manager

Patricia R. Chesbro, President

Date

Date

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2021, Patricia R. Chesbro personally appeared before me,

1. [] who is personally known to me
2. [] whose identity I proved on the basis of _____

3. [] whose identity I proved on the oath/affirmation of _____,
a credible witness to be the signer of the Amendment No. 1 of the Contract for Visitor
Information Services between the City and the Palmer Museum of History and Art and
she acknowledged that she signed it.

Notary Public
My Commission expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

On _____, 2021, John Moosey, City Manager, personally appeared before me, who
is personally known to me, to be the signer of the above document, and he acknowledged that
he signed it on behalf of the City of Palmer.

Notary Public
My Commission expires: _____

**City of Palmer
Action Memorandum No. 21-003**

Subject: Authorizing the City Manager to Negotiate and Execute a Management Services Contract with Eagle Golf Course Management, Inc. in the Amount of \$417,000.00 to Expire in 2026

Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
✓	Community Development		December 15, 2020
✓	Finance		December 15, 2020
	Fire	_____	_____
	Police	_____	_____
	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ **417,000.00**



- This legislation (✓):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ 417,000.00
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): 15-01-10-6030 Contractual Services
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Draft Management Services Contract

Summary Statement/Background:

On February 14, 2019 The City of Palmer entered a five-year operation and management service contract with an option to extend for five years for the Palmer Golf Course with Eagle Golf Course Management, LLC. George Collum III Owner and General Manager of Eagle Golf Course Management has requested the city amend the current management service contract to change the legal entity from a Limited Liability Company to a Corporation. Mr. Collum also requested the contract be extended two additional years to end on January 31, 2026, for a five-year term.

Language in the February 14, 2019 management service contract prohibits the contract to be assigned, consequently the 2019 contract should be terminated, and a new contract executed. The terms and conditions of the 2019 and 2021 management service contract are nearly identical with no significant changes. Palmer Municipal Code (PMC) 3.21.260 Professional Services allows for the City to enter into contract for professional services as deemed appropriate by the City Manager. Further, PMC 3.21.230 A3 Governmental and Proprietary procurements allow for the city to contract without the use of the competitive source selection procedures for professional services, provided there is a reasonable limit of availability of sources. Eagle Golf Course Management has successfully performed the operation and management of the Palmer Golf Course since August 2007.

The Palmer Golf Course has experienced the two best years financially in the history of the course. This is a result of favorable weather, superior course maintenance and the contract rewrite in 2019. The rewrite incentivized both Eagle Golf Course Management and the City in areas of operation and management that each entity could control and benefit. This service contract eliminates the State of Alaska PERS liability to the City of Palmer for personnel working at the golf course.

The operation of the golf course as an enterprise fund requires that revenues generated at the golf course be used for the operation and maintenance of the facility and that it be self-sustaining. City of Palmer revenues are from green fees, cart rentals, trail fees and driving range.

This contract is for a fixed price of \$417,000.00 annually.

Administration's Recommendation:

To approve Action Memorandum No. 21-003

THIS AGREEMENT is made and entered into on this _____ day of _____ by and between the CITY OF PALMER, an Alaska municipal corporation, hereinafter called "CITY", and EAGLE GOLF COURSE MGMT., INC. hereinafter referred to as "CORPORATION".

RECITALS

A. CITY owns the Palmer Municipal Golf Course, which is a premier feature within the community and in need of continued management.

B. The parties previously entered into an Agreement for the Operation and Management of the Palmer Municipal Golf Course, dated August 16, 2008; Agreement has been extended and supplemented by various Amendments, and is currently set to expire on February 26, 2024.

C. CITY is satisfied with CORPORATION's performance under the Agreements and CITY desires to enter into an agreement in order to facilitate long term planning for the improvement, enhancement and operation of the Golf Course.

D. CITY expects that the management of the golf course and related facilities meets the highest regionally comparative standards for operations and shall provide patrons with a product and experience that is competitive for a public venue.

E. CORPORATION is willing and able to continue the operation and management of the golf course and related facilities with the intent and the obligation to enhance the desirability of the golf course, snack bar/proshop and all related facilities.

F. CITY expects expenditures to support operations and that CITY golf course revenues are returned to the facility to make improvements and to ensure that the golf course remains a self-sustaining enterprise fund of the CITY.

G. CITY and CORPORATION recognize that promotion of the golf course, snack bar/proshop, and all related facilities is a primary factor towards increasing golf rounds, snack bar/proshop visits, and engaging community support.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants, conditions, and obligations of the Parties set forth herein, the CITY and CORPORATION hereby agrees as follows:

I.

TERM OF AGREEMENT

A. **Term.** The term of this Agreement shall be for a period of five (5) years, from January 1, 2021 and ending December 31, 2026 with the option to extend an additional five (5) years by mutual written agreement of the parties. This provision shall not prevent the parties from developing amendments to the agreement to ensure the best and most appropriate management of all operations. CITY has granted CORPORATION the exclusive use of the Palmer Municipal Golf Course land and improvements. CORPORATION shall continue to occupy and operate the course, driving range and snack/pro shop.

B. **Review.** CITY and CORPORATION agree to review the terms of the Agreement and the operations of the golf course and all related facilities annually.

C. **Previous Agreements.** All previous agreements between the Parties, including agreements relating to the improvement of the Golf Course, snack bar/proshop, and related facilities, and financing thereof, are hereby terminated and superseded by this agreement.

II.

PAYMENT AND PERFORMANCE

A. The Fixed Contract price shall be \$417,000 beginning with the budget year 2021. This amount shall be reviewed and may be revised annually at the mutual agreement of both parties.

1. Payment shall be as follows:

- a. January 15: \$50,000
- b. February 15: \$67,000
- c. March 15: \$100,000
- d. April 15: \$100,000
- e. May 15: \$100,000

2. Payment schedule may be adjusted upon written request by CORPORATION, not to exceed annual contract amount.

B. Revenue generated through the sales of green fees (daily and presold), Golf Cart rentals (carts, boards, scooters, and other means of rental transportation on the course), trail fees, and driving range fees are collected by the CORPORATION on behalf of the CITY. City Employees with an approved City of Palmer identification card shall have green fees waived upon presentation of the identification card with the exception of tournaments, to further the goals of the City of Palmer health and welfare program. All guests of City Employees will be required to pay green fees.

C. Merchandise and Snack Bar (food and beverage) expenses are the responsibility of the CORPORATION. Revenue generated through the sale of merchandise, snack bar sales (food and beverage), alcohol and golf club rentals are collected for the Corporation.

D. Corporation shall invoice the City monthly for amounts owed to Corporation from the sale of merchandise, snack bar (food and beverage), alcohol and golf club rentals. Corporation shall be paid by the 15th of the following month.

E. Corporation is responsible for the collection and remittance of applicable sales tax for items sold on the premises.

III.

GENERAL OBLIGATIONS OF CORPORATION

A. **Course Supervision.** CORPORATION is responsible for the general operation of the play on the course insofar as the playing and golfing public is concerned, shall enforce all rules and regulations which are adopted by CORPORATION from time to time, and shall assume responsibility for policing the course, keeping off trespassers, preventing injury to the course by players and others and preserving proper order in and about the general premises including the snack bar/proshop area. CORPORATION shall have the right to hire and dismiss their employees and to allow reduced rate golf to employees for non-prime time play. CORPORATION will provide to CITY a breakdown of total discounted rounds played by CORPORATION employees for the year.

B. **General Manager.** CORPORATION may hire a General Manager/Golf Professional or other individual who is well qualified to be in charge of the operation and management of the golf course, the clubhouse, snack bar/proshop, range, maintenance facilities and all other operations and amenities on the property. The manager will be familiar with best practices within the golf industry and at all times maintain a high quality of professional services while managing the Palmer Municipal Golf Course.

C. **Course Hours of Operation.** CORPORATION shall determine hours of operation. A competent representative of CORPORATION shall be available each day the course is open. There shall be no obligation to keep the course open when it is unplayable, although the clubhouse and snack bar/pro shop may remain open during regular business hours.

D. **Fees.** CORPORATION shall establish fees for snack bar/proshop pricing, and other charges for business operations by the CORPORATION.

CORPORATION shall review and recommend prices for greens fees, cart fees, and driving range fees as needed to ensure that costs for golf course operations are met and all expenditures are covered by revenue(s).

E. **Golf Lessons and Instruction.** CORPORATION shall make provisions for qualified golf instruction including a variety of individual and group instruction to be given in the game of golf, so that the increased play of golf is encouraged and enjoyed.

F. **Pro Shop Merchandise for Sale and Rent.** CORPORATION is responsible for all merchandising of products, and shall at all times keep and maintain for sale and rental when appropriate a stock of merchandise, supplies and equipment in keeping with the demand and suitable for use upon the course including but not limited to clothing, golf clubs, golf bags, golf carts, golf shoes, tees, books and other golfing equipment and supplies. Corporation is solely responsible for the profit and / or loss of merchandise sold.

G. **Other Business.** CORPORATION may carry on such other business activities on the premises as are compatible with the game of golf and the facilities. Activities may include but are not limited to the renting out of the facility for private receptions or parties. Such activities that interfere with the game of golf require prior approval and must adequately compensate the CITY for lost revenue for green fees, golf cart rentals and driving range.

H. **Course Promotion.** CORPORATION shall have the responsibility to advertise and promote golf and tournaments, banquets & events, activities, the driving range and the snack bar/proshop facility, and any remaining services, to increase rounds of play, number of visitors and general community support for the facility. CORPORATION shall promote the facility as a public, municipal course and strive to reach a minimum of 15,000 rounds of golf each year.

I. Corporation to ensure the continued success of the golf course, annual rounds need to be maintained to a level competitive to the marketplace and current industry, ultimately supporting and maintaining a fiscally viable business.

J. **Course Maintenance and Repairs.** CORPORATION shall properly maintain the course, including the trees, greens, fairways, and Clubhouse landscaping.

CORPORATION shall also service and maintain all equipment associated with course and clubhouse maintenance. Maintenance shall be a continuing obligation, so that the course, greens, fairways and grounds are safe, attractive and in a quality and competitive condition that promotes the use of all aspects of the facility.

CORPORATION shall maintain a comprehensive city owned equipment list as well as the equipment's operational state. Corporation will prioritize and allocate city budgeted repair and maintenance monies annually.

CORPORATION shall implement conservation practices whenever possible or required by regulating agencies.

K. **Communications.** CORPORATION recognizes the need to communicate with users of the golf course facilities and also recognizes that the best interest of the community and the users of the facilities can be best served by maintaining an open line of communication. CORPORATION shall utilize all communication practices that are traditional and innovative with any person or group within the community that has an interest in the operation of the said facility.

L. **Permits, Licenses, and Taxes.** CORPORATION shall obtain, at its own expense, any and all permits and licenses which may be required by any public agency other than CITY for the exercise of said rights, licenses and privileges in connection with all operations. CORPORATION shall pay any and all taxes including but not limited to, sales taxes, which might be assessed CORPORATION for whatever purpose in the operation of the golf course and all related facilities.

M. **Golf Course Beer and Wine License.** The City holds a Golf Course License (AS 4.11.115) which is limited to the sale of beer and wine. Contractor shall manage beer and wine sales for the Golf Course under the City's license and shall learn and comply with all applicable alcoholic beverage laws. In particular, the Contractor shall be responsible to inform the City of staff who are authorized to serve alcoholic beverages and to provide City Manager with proof that they all have current alcohol server training. City shall have the right to monitor Contractor's acts under this provision. All notices from the State of Alaska regarding the City's beer and wine license shall be directed to the City Manager.

N. **Receipts and Accounting.** CORPORATION shall install and maintain a system of records and accounts that meet standard accounting practices.

CORPORATION shall deliver to the Golf Course account, at a bank in Palmer, as designated by the City Finance Director, each day all funds received under this contract.

CORPORATION shall provide to the City daily activity reports (DARs) on a bi-weekly basis.

CORPORATION, no later than 30 days following the close of each month, shall furnish to CITY a maintenance report that indicates hours expended on the maintenance of Palmer Golf Course.

O. **Maintenance of Parking Lot.** CORPORATION shall be responsible for the daily housekeeping of the parking lot i.e., litter pickup, debris removal, and weed abatement.

IV.

GENERAL OBLIGATIONS OF THE CITY

A. **Rates and Pricing.** CITY shall set for green, cart, and driving range fees recommended by the CORPORATION. CORPORATION will, from time to time, review fees and make recommendations to CITY to ensure reasonable competition and comparison with regional golf operations.

B. **Communication.** CITY shall meet with CORPORATION regularly to review golf and facility operations, communicate and share resource information and collaborate on future opportunities.

C. **Modification.** CITY reserves the right to modify, amend, or update the agreement to best meet the needs of CITY after a joint discussion with CORPORATION.

D. CITY is responsible for capital repairs and renovations of \$5,000.00 or more for all features within the golf course, snack bar/pro shop, clubhouse, maintenance yard and open areas within the boundaries of the Palmer Golf Course.

E. **Annual appropriation.** This agreement is subject to annual appropriation by the City Council. CORPORATION shall recommend to CITY how to appropriate budget money.

V.
PROHIBITIONS

CORPORATION shall not do any of the following acts:

- A. Assign or transfer this Agreement. CORPORATION may, however, subcontract for services to implement this Agreement.
- B. Commit, permit or allow any nuisance or waste in, or injury to, the course, snack bar/proshop, driving range, maintenance facility, or any portion of them, or permit the use of any of the facilities for any illegal purpose.
- C. Deny fair and equal use, or allow discriminatory use, of the premises and facilities or deny equal employment opportunities on the basis of race, color, sex, religion, ancestry, national origin, place of residence or membership or non-membership in any club, organization or other association, or in any arbitrary or discriminatory manner.
- D. Allow any use of the facilities without first paying or having a signed agreement for all fees for services provided including but not limited to golf play, events and special programs, and snack bar/proshop purchases.

VI.
UTILITIES

- A. CORPORATION shall at all times adopt and implement best practices for water management for golf course operations, snack bar/proshop and facility operations and general landscaping. Best Management Practices for water conservation could be described as the combination of proper plant selection and cultural maintenance practices that provide adequate turf quality for the game of golf.
- B. CITY shall be responsible for the cost of all utilities to include, but not be limited to natural gas, electricity and garbage/sewer.

VII.
IMPROVEMENTS

- A. CORPORATION recognizes that CITY has entered into this Agreement with corporation so that all of the City's revenues in excess of actual, reasonable expense shall be returned to the golf course facilities and business to provide competitive and quality improvements.

B. CORPORATION shall inform CITY about major alterations, additions, or improvements at the course through the regular meetings and communication established with any Committees or staff liaison.

VIII.

LIABILITY AND WORKERS' COMPENSATION INSURANCE AND INDEMNIFICATION

A. **Workers' Compensation and Liability Insurance.** CORPORATION, at the time of execution of this Agreement, shall, at its sole expense, procure and at all times during the term of this Agreement maintain in full force and effect Workers' Compensation Insurance and Public Liability Insurance as follows:

1. A policy covering the full liability of CORPORATION and all persons employed by it, directly or indirectly.

2. A policy of Public Liability Insurance, including automobile insurance in, which CITY, its officers, employees and agents, shall be named as additional insureds insuring, indemnifying and saving harmless and agreeing to defend said additional insureds against all suits, claims or actions of any person or persons for or on account of any injury, or damages to persons or property, sustained or arising from the operation of CORPORATION included in this Agreement or in consequence thereof and to pay all judgments and costs of expenses in connection with litigation therewith. Said Public Liability Insurance shall provide for a limit of not less than \$1,000,000.00 combined single limit for all risks. Said policy or policies of insurance shall require that CITY be given a 30-day notice prior to cancellation or change in any policy or policies.

The aforementioned policies shall be issued by an insurance carrier and shall be in form satisfactory to the City Manager. In lieu of actual delivery of such policies, a certificate issued by the insurance carrier showing such policies to be in force for the period covered by the Agreement may be delivered to CITY.

B. **Hold Harmless.** CORPORATION shall indemnify and hold harmless CITY and all of its officers, agents or employees from any and all claims arising out of or through accidents or otherwise which may occur due to CORPORATION's use of the premises, exercise of any of the rights, licenses, and privileges herein granted to CORPORATION or performance herein agreed by it, and shall defend said CITY, its officers, employees and agents in any suit, claim or action brought on account of any injury or damages to persons or property sustained or arising from the operations of CORPORATION, and to pay all judgments and costs of expenses in connection with litigation therewith.

IX. TERMINATION

A. **Cause of Termination.** CITY reserves the right to terminate this Agreement for nonperformance or inadequate performance. If, in the view of the CITY, CORPORATION has not performed adequately under the Agreement, it may cause a notice to be given to CORPORATION, specifying the areas of inadequate performance. The notice shall give CORPORATION 90 days in which to rectify or resolve the areas of inadequate performance. If the CITY remains unsatisfied, it may terminate the Agreement. Any resolution terminating the Agreement shall contain findings and reasons for the termination. Upon such termination, CORPORATION shall have 90 days to vacate the facility and remove personal property. Upon such termination, CITY shall assume responsibility for operation and maintenance of the golf course and facilities; however, CITY may make arrangements for another corporation, person, or entity to assume such responsibility.

CORPORATION may also elect to terminate this Agreement upon the following grounds:

1. That CORPORATION finds itself unable to financially continue the operation and maintenance of the course and its facilities; or
2. That CORPORATION is in the process of dissolving or has been dissolved.

CORPORATION will give CITY at least six months' notice of its intent to terminate the agreement.

CORPORATION will specify the reasons for such termination. Upon such termination, CITY shall assume responsibility for operation and maintenance of all golf and related facilities.

B. **Eminent Domain.** If the entire premises shall be taken by condemnation by any governmental authority or conveyed in lieu of condemnation, or if a portion of the premises shall be so taken or conveyed so as to render the premises usable for a golf course for the purposes of this Agreement, this Agreement shall terminate as of the date possession shall be required by said governmental authority, and the parties shall be released from all further liability hereunder.

If only a portion of the premises shall be so taken or conveyed and the remainder of the premises is not thereby rendered unusable for a golf course for the purposes of this Agreement, CITY shall, at its expense, restore the premises, as in its

judgment after consultation with CORPORATION, is required by such taking, and this Agreement shall continue in force, otherwise unaffected.

The entire award or compensation on account of such condemnation or conveyance shall belong and shall be paid to CITY without deduction therefrom for any estate vested in CORPORATION, and CORPORATION shall receive no part of any such award or compensation except any portion of the award or compensation made specifically for CORPORATION's trade fixtures and equipment, provided that said portion shall in no way decrease the amount of award or compensation which would otherwise be payable to CITY.

Provided however that notwithstanding anything to the contrary herein, CITY shall pay to CORPORATION, from the condemnation payment or award, a sum representing the "agreed value" of CORPORATION's approved improvements to the golf course.

The value of such improvements shall be negotiated and agreed upon between CORPORATION and CITY. The date of the taking for purposes hereof shall be the date CORPORATION is required to relinquish possession.

C. **CITY's Rights Upon Termination.** Upon termination by either party, CITY shall have the following rights:

1. To recover from CORPORATION all the facilities and equipment which were transferred to CORPORATION for its use.
2. The right of first refusal on all equipment, merchandise, furnishings, fixtures, and supplies which were acquired by CORPORATION. CITY shall have the option to purchase such property at market value.
3. Any item of personal property which CITY has not designated for purchase and which is not removed by CORPORATION within 30 days of termination shall be deemed abandoned by CORPORATION, and absolute title thereto shall vest in CITY immediately.

D. **CORPORATION'S Rights Upon Termination.** Upon termination by either party, CORPORATION shall have the following rights:

1. To recover from CITY all merchandise, furnishings, fixtures, computers, supplies, equipment and intellectual property belonging to CORPORATION.
2. To recover from CITY any merchandise, supplies or equipment purchased by CORPORATION prior to the date of termination.

X

MISCELLANEOUS PROVISIONS

A. **Lease.** This Agreement does not constitute a deed or grant of an easement by CITY and does not constitute a lease.

B. **No Warranty of Suitability.** CITY does not warrant or represent that the course, snack bar/proshop, driving range, or other public places to which this Agreement relates, are safe, healthful or suitable for the purposes for which they are permitted to be used under this Agreement.

C. **Right to Enter.** CITY, through the City Manager or his/her authorized representative may, upon reasonable notice, enter into the premises, including but not limited to the snack bar/proshop, at any and all reasonable times during the term of this Agreement for the purpose of determining whether CORPORATION is complying with the terms and conditions hereof or for any other purpose incidental to the rights of CITY for emergency reasons. CORPORATION shall be required to submit a key to all locked doors to the police department and shall also provide a key or other device to turn off the alarm system.

D. **Failure to exercise Rights after Breach.** Failure of CITY to insist upon a strict performance of any of the duties, obligations, conditions or covenants contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions or covenants herein contained.

E. **Waiver of Claims against CITY.** CORPORATION hereby waives any claim against CITY, the City Council and its officers, agents or employees for damages or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying any part of this Agreement from being carried out.

F. **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.

G. **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 in Palmer, only. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

H. **Mutual Drafting.** This Agreement is the result of mutual drafting by the parties both of whom were represented by legal counsel. No interpretation shall be given to this Agreement based upon the identity of the drafter.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF PALMER, pursuant to Resolution No. _____ authorizing the City Manager to execute the Agreement by and between CITY and CORPORATION,

CITY OF PALMER:

EAGLE GOLF MGMT., INC.:

John Moosey
City Manager

George L. Collum III
Owner/General Manager

Date: _____

Date: _____

Attest:

Norma I Alley, MMC,
City Clerk of the City of Palmer

**City of Palmer
Action Memorandum No. 21-004**

Subject: Authorizing the City Manager to Execute a One-Year Extension of the Brand License Agreement with Matanuska Telephone Association for the MTA Events Center to Expire December 31, 2021

Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ **15,000.00**

This legislation (√):

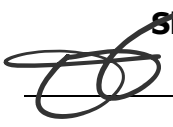
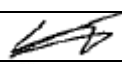

- Creates revenue in the amount of: \$ 15,000.00
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): 01-00-00-3005
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Brand License Agreement
2. Brand License Amendment No. 1

Summary Statement/Background:

The City and Matanuska Telephone Association (MTA) entered into a Brand License Agreement in January 2011 to identify the Event Center as The MTA Events Center. The initial term was five years. MTA agreed to pay the City \$60,000 per year for the naming rights to the facility and exclusive right as the only telecommunications company advertising in the facility. In January 2012, the City and MTA agreed to an amendment to the Branding Agreement, extending the agreement one year (2016), paying the city \$10,000. The 2017 amendment increased Brand License Agreement to the current amount of \$15,000.

On March 27, 2018 the City and MTA entered a three-year term with the option, with mutual consent to extend for three one-year terms for \$15,000 per year. Amendment No. 1 will be for the first year of the extensions to the Brand License Agreement.

Amendment No. 1 to the Brand License Agreement keeps the terms and conditions with MTA the same as the 2018 agreement. MTA is responsible for installation and maintenance of signage and other branding materials. The agreement also allows MTA use of the Facility up to four (4) times annually, free of cost. Each event will be no more than 2 days.

Approving this Action Memorandum will allow the City Manager to execute the Brand Licensing Agreement Amendment No. 1 with MTA and keep the Events Center branded with MTA through December 31, 2021.

Administration's Recommendation:

Approve Action Memorandum No. 21-004

THIS BRAND LICENSE AGREEMENT ("Agreement") is made as of the 1st day of January 2018 by and between Matanuska Telephone Association, Inc., with its principal place of business at 1740 S. Chugach Street, Palmer, Alaska 99645 (hereinafter referred to as "MTA"), and City of Palmer, with its principal place of business at 231 W. Evergreen, Palmer, Alaska 99645 (hereinafter referred to as "COP").

The Parties agree to these basic tenants:

MTA is the owner of the MTA name and logo and certain other marks which incorporate such logos, as show on Exhibit "B" hereto.

COP owns and operates the Palmer Ice Rink located at 1317 Kerry Weiland Court, Palmer, Alaska 99645 ("Facilities").

The Parties desire to enter into an arrangement whereby the Facilities shall be identified under a brand determined as provided in Section 1.1(a) in the definition of "Brand".

COP recognizes the vital importance of protecting MTA's exclusive and valuable rights in and to the MTA name and logo and the goodwill it symbolizes.

ARTICLE 1

DEFINITIONS

I.I. Definitions. For purpose of this Agreement, the following terms shall be defined as follows:

- (a) "Brand" means such trademark and/or branding which incorporates the Mark (as hereafter defined) on the COP Facility as mutually agreed upon by the Parties in Exhibit B. For the purpose of this Agreement the brand is Matanuska Telephone Association and/or MTA.
- (b) "Facility" or "Facilities" means the Palmer Ice Rink building to include, inside and outside of the building and parking lot.
- (c) "License Mark" or "Mark" means – MTA Events Center, and logo as set forth in Exhibit B which is incorporated by reference.
- (d) "Party" means MTA or COP. MTA and COP are collectively referred to herein as the "Parties".
- (e) "Initial Term" means the period commencing on the Effective Date and expiring on the third anniversary thereof.
- (f) "Renewal Term" means any extension of the term after the initial term pursuant to Section 2.2 of this Agreement.
- (g) "Anniversary" of this Agreement means at the end of three (3) years.

ARTICLE 2

GRANT OF LICENSE

2.1 Grant. Subject to the terms and provisions set forth in this Agreement, MTA hereby grants to COP, and COP hereby accepts, a nonexclusive, non-transferable, non-assignable license royalty free, to use the Mark during the Term solely in connection with the marketing of the Facilities, but only as incorporated into, or used in conjunction with, the Brand.

2.2 Term. The initial Term of this Agreement shall be for a period of three (3) years commencing from the later of January 1, 2018 "Effective Date". The parties may mutually agree to extend this written agreement beyond the initial term for up to 3 additional years.

2.3 Limitations of Use. COP has no right to nor shall it use the Mark as shown in Exhibit B, except for the marketing the Facilities or otherwise approved by MTA.

2.4 Limitation on Licensing. During the Term, MTA reserves and shall have the right to grant to any other person or entity the right to use the mark in conjunction with the Facility.

2.5 Use of Other Marks. During the Term of this Agreement, neither COP nor any subsidiary or affiliate of COP will use any mark or name except the Mark on the Facilities or in connection with advertising or promotional materials for the Facilities, except as approved in writing by MTA.

ARTICLE 3

QUALITY CONTROL

3.1 Quality Control; Inspections; Approvals. In order to protect the goodwill and reputation associated with the Mark, COP covenants, agrees, represents and warrants as follows, at a minimum that:

(a) All related advertising, labels, publicity materials, and promotional materials used by COP in connection with the Facilities; the Brand shall conform to the standards agreed upon in Exhibit B. COP shall require all users and renters of the Facility to incorporate the brand as provided to them by COP in all promotional materials, including, but not limited to flyers, brochures, electronic advertising, print advertising, and press releases. Advertising examples will be provided to MTA upon request.

(b) Notwithstanding any other provision in this Agreement, MTA shall have no liability to COP or third parties with respect to the management of the Facilities by COP, its agents, contractors or sub-contractors or its customers.

(c) All rental use of the Facility shall exclude sexually suggestive or explicit products or activities.

(d) Upon request, COP shall allow MTA to inspect Facilities.

(e) COP shall submit to MTA, without charges, for inspection and approval by MTA, a sample of each advertisement, publicity or promotional material that uses the Mark or the Brand. COP shall not use any advertisement, package, label, tag, publicity or promotional material for the Facilities using the Brand, the Mark or the MTA name, which has not been approved by MTA in writing.

(f) COP shall not have personality or celebrity endorse or promote the Facility unless and until it obtains a signed release with a clause stating that the celebrity shall not promote any other telecommunications company or a company that is in competition with MTA.

(g) COP's policy of the use and maintenance of the Facility shall be of the highest standard and shall in no manner reflect adversely upon the good name of the MTA or upon the goodwill and reputation associated with the Mark.

(h) The Parties shall use their reasonable best efforts to promptly handle any requests for approvals required under this Agreement (for example, approvals under Section 5.2; but excluding, without limitation, amendments to this Agreement). Unless the Parties agree otherwise, response to requests for approval must be given within ten (10) business days from the date of request. Lack of such response within ten (10) business days from the date of the second notice of such request (which second request shall not be given to ten (10) business days from the date of the first request) shall constitute approval of the request.

ARTICLE 4

OWNERSHIP OF THE MARK

4.1 Ownership of the Mark. COP acknowledges and agrees that:

(a) COP shall acquire no ownership rights in or to the Mark by virtue of this Agreement or otherwise and all use by COP of the Mark shall be deemed to inure to the benefit of MTA.

(b) COP shall not, during the Term or at any time thereafter, directly or indirectly, contest or aid in contesting MTA's ownership of the Mark or the validity of the Mark.

(c) COP shall not, during the Term or at any time thereafter, do anything inconsistent with or which impairs MTA's ownership of or the validity of the Mark.

4.2 Cooperation in Enforcing Ownership Rights. At MTA's request, COP will cooperate fully, at MTA's expense, in confirming, perfecting, preserving and enforcing MTA's rights in the Mark.

4.3 Unauthorized Use. COP agrees to notify MTA of any unauthorized use, or other infringement by other persons relating to the Brand or the Mark promptly after it comes to COP's express knowledge. MTA agrees to notify COP of any unauthorized use, unfair competition or other infringement by other persons relating to the Brand promptly after it comes to MTA's attention. The Parties shall have the right to determine what action, if any, will be taken to remedy any infringement(s) of or related to their respective name or logos or other intellectual property rights, either standing alone or as incorporated in the Brand. The Parties shall not take any action with respect to such infringements of the other Party's name or logos or other intellectual property, standing alone, without the prior written consent of the Party. Notwithstanding the foregoing, the Parties agree to cooperate in good faith in determining what action to take regarding any infringement of the Brand.

ARTICLE 5

ADDITIONAL OBLIGATION OF COP

5.1 Marketing. COP agrees to use its reasonable best efforts, consistent with its past practices and past financial expenditures, for marketing, advertising, promoting and publicity for the Brand.

5.2 When and if available, MTA shall have exclusive right to stream events live over the internet for events at the Facility and to broadcast such event on MTA's DTV Video on Demand. All broadcast games would be on a delayed basis.

5.3 Approval of Formats. COP shall use the Mark only in the composition, lettering, logos, print styles, forms and formats which have received the prior written approval of MTA.

5.4 Insurance Coverage. During the Term, COP shall obtain and maintain from a reputable insurance carrier liability insurance with limits not less than \$1,000,000 (U.S. dollars) (per person, per injury) in order to protect and insure MTA and COP against any claims or liabilities with which either or both of them may be charged because of personal injuries or injuries suffered by any person or entity, resulting from the use of the Facilities, whether during the Term or thereafter. MTA shall be named in the policy of such insurance as an additional insured and such policy shall provide that the insurance cannot be cancelled without the insurer giving MTA written notice thereof at least thirty (30) days prior to the effective date of the cancellation and that the insurance covers the contractual liability of COP to MTA under the provisions of paragraph 5.5 below. COP shall maintain such insurance in full force and effect throughout the Initial Term and for a Discovery Period of two (2) years after the termination date of the Agreement. Within ten (10) days after the term of this Agreement begins and on the first day of each year thereafter, COP shall deliver to MTA a certificate of insurance showing evidence of coverage. The insurance described in this Section shall be primary and shall not be subject to contribution by any other insurance, which may be available to MTA.

5.5 Indemnity. COP agrees to indemnify MTA and its affiliates, directors, officers, employees and agents and hold them harmless from and against any and all claims, demands, actions, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees) (collectively, "Damages") arising out of or resulting from or in connection with COP's (1) performance or non-performance of its obligations under this Agreement; or (2) negligent or willful acts or omissions (or such actions or omissions of COP's agents, employees, contractors, or consultants). This Section shall survive the expiration, termination, breach or alleged breach of this Agreement.

ARTICLE 6

MTA's OBLIGATIONS

6.1 MTA shall pay COP fifteen thousand (\$15,000) annually for naming rights to the Facility and for the exclusivity to MTA as the only telecommunications company advertising in the Facility, as outlined in Exhibit A.

6.2 Indemnity. MTA agrees to indemnify COP and its directors, officers, employees and agents and hold them harmless from and against any and all Damages arising out of or resulting from or in connection with MTA's (1) performance or non-performance of its obligations under this Agreement; or (2) negligent or willful acts or omissions of MTA (or such acts or omissions of MTA's agents, employees,

contractors, or consultants). This Section shall survive the expiration, termination, breach or alleged breach of this Agreement.

ARTICLE 7

BREACH, DEFAULT AND TERMINATION

7.1 Termination of Cause. Either Party may terminate this Agreement at any time if the other defaults in the performance of any of its obligations under this Agreement and fails to cure such default as set forth in this Agreement. In such event, the party declaring the default shall provide the other Party ("Recipient") with written notice thereof setting forth the nature of the default, and;

(a) Recipient shall have thirty (30) days from the date of the notice to cure a default (other than a default described in Section 7.1(b)), provided; however, that if the nature of the alleged fault is such that it cannot reasonably be cured within thirty (30) days, the Recipient may cure such default by commencing in good faith to cure such default promptly after its receipt of such written notice and prosecuting the cure of such default to completion with diligence and continuity within a reasonable time thereafter; or

(b) In the event COP shall at any time breach or be in default of any of the provisions set forth in Section 3.1(a) – (h) of this Agreement, COP shall have thirty (30) business days from receipt of MTA's notice to COP of such Quality Default to cure it; provided however, MTA may terminate this Agreement immediately without providing COP an opportunity to cure, upon the third Quality Default in any three (3) year period.

7.2 Termination in Event of Bankruptcy, etc. This Agreement shall terminate automatically upon notice to a Party, in the event that with respect to such Party; (a) there is an expropriation, confiscation or nationalization by any government of a substantial portion of its assets or property; (b) it becomes insolvent; (c) it seeks relief as a debtor under any applicable bankruptcy law or other law relating to the liquidation or reorganization of debtors or to the modification or alteration of the rights of creditors or consents to or acquiesces in such relief; (d) it makes an assignment for the benefit of, or enters into a composition with, its creditors; (e) it appoints or consents to the appointment or receiver or other custodian for all or a substantial part of its assets or property; (f) a petition seeking to have it declared or adjudicated bankrupt or insolvent under any applicable bankruptcy or similar law is not dismissed within sixty (60) days after filings; (g) an order or judgment is entered by a court of competent jurisdiction for relief against it in any case commenced under any bankruptcy or similar law or finding it to be bankrupt or insolvent or ordering or approving its liquidation, reorganization or any modification of the rights of its creditors or appointing a receiver, guardian or other custodian for all or a substantial part of its assets or property; or (h) it admits its inability to pay its debts when due.

7.3 No Waiver of Right to Terminate. Either Party's failure to exercise or delay in exercising its right of termination hereunder for any one or more causes shall not be deemed to prejudice its right of termination for such cause(s) or for any other subsequent cause. Termination or expiration of this Agreement for any reason whatsoever shall not relieve the Parties from their respective obligations accruing hereunder upon or prior to such termination or expiration.

7.4 Certain Obligations upon Termination or Expiration. Upon any expiration or termination of this Agreement;

COP shall, at its expense, within thirty (30) days following the date of such expiration or termination (“Transition Period”) remove from, and by the end of the Transition Period shall have ceased to use or display in any manner the Brand or the Mark inside the Facilities, in connection with the Facilities or any label, equipment, advertising or promotional medium of any kind whatsoever, or any other document, device or medium; unless the Parties expressly agree otherwise. MTA shall be responsible to remove any signage outside the Facilities.

7.5 Arbitration. The Parties agree to resolve any dispute hereunder through good faith negotiations. Accordingly, the Parties agree that any dispute or claim (collectively, “Disputes”) arising out of or in connection with this Agreement shall be settled by binding arbitration in Palmer, Alaska (or such other location as the Parties may agree) under the rules then prevailing of the American Arbitration Association by one arbitrator appointed in accordance with those rules. The arbitrator shall be chosen from a panel of arbitrators with knowledge relevant to the subject matter of the Dispute. The arbitrator shall apply Alaska law to the merits of any Dispute without reference to such state’s conflicts of law rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled to recover, in addition to any other relief awarded or granted, its incurred costs and expenses including, but not limited to, reasonable attorneys’ fees.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 No Agency. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between the Parties. In all transactions regarding the Facilities or the Brand, COP shall assume sole responsibility for any commitments, obligations and representations made by it in connection with the manufacture, marketing, use or advertising thereof.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, letters of intent, negotiations and discussions, whether oral or written, of the Parties, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding, unless it is set forth in a written document signed by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided in a written document signed by the Parties hereto.

8.3 Binding Nature of Agreement. Subject to Article 2 above, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

8.4 Governing Law. This Agreement shall be constructed in accordance with laws of the State of Alaska and the City of Palmer without regard to conflict of laws principles.

8.5 Headings. The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect the interpretation of this Agreement. Unless the context otherwise specifically requires, words importing the singular include the plural and vice versa. The term “hereunder,” “hereto”, “herein” and

similar terms relate to this entire Agreement and not to any particular paragraph or provision of this Agreement.

8.6 Voluntary Nature of Agreement. This Agreement has been entered into after negotiation and review of its terms and conditions by the Parties under no compulsion to execute and deliver a disadvantageous agreement. The Agreement incorporate provisions, comments and suggestions proposed by both Parties. No ambiguity or omission in this Agreement shall be construed or resolved against either Parties on the ground that this Agreement or any of its provisions was drafted or proposed by the Party.

8.7 Notices. All notices or other communication which are required, or which may be given under the provisions of this Agreement shall be in writing and shall be hand-delivered or mailed certified or registered mail, postage prepaid, as follows:

To MTA at:

Matanuska Telephone Association
1740 S. Chugach Street
Palmer, Alaska 99645
Attention: Contract Administrator
Facsimile #: (907) 761-2540

To COP at:

City of Palmer
231 W. Evergreen Ave.
Palmer, Alaska 99645
Attention: Director, Public Works
Facsimile #: (907) 745-0930

Either Party may change its address for notice by written notice to that effect given to the other Party in accordance with this Section. All notices shall be effective upon actual receipt (or refusal) at the address specified.

8.8 Remedies. Except where otherwise specifically referenced in this Agreement as an exclusive remedy, the Parties hereto shall have all remedies available at law or in equity, which remedies shall be cumulative and nonexclusive, and in addition shall be entitled to such restraining orders, injunctions, specific performance, protective orders or similar remedies as may be appropriate.

8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed signatures will be accepted, provided the originally signed documents are delivered on the following business day.

8.10 Compliance with Law. MTA shall be familiar with and at all times comply with and observe all applicable federal, state and local laws, ordinance, rules, regulations, and executive orders, all applicable safety orders, all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over.

ARTICLE 9

REPRESENTATION, WARRANTIES AND COVENANTS OF LICENSOR

9.1 Title to the Licensed Marks, MTA represents and warrants that:

(a) MTA has good title to the Licensed Marks and has the right to grant the licenses provided for hereunder in accordance with the terms and conditions hereof, free of any liabilities, charges, liens, pledgers, mortgages, restrictions, adverse claims, security interests, rights of others, and encumbrance any kind (collectively, "Encumbrances"), other than Encumbrances which will not restrict or interfere in any material respect with the exercise by COP of the rights granted to COP hereunder.

(b) There is no claim, action, proceeding or other litigation pending or, to the knowledge of Licensor, threatened with respect to MTA's ownership of the Licensed Marks or which, if adversely determined, would restrict or otherwise interfere in any material respect with the exercise by COP of the rights purported to be granted to Licensee hereunder.

Except as expressly provided elsewhere in this document, MTA makes no representation or warranty of any kind or nature whether express or implied with respect to the Licensed Marks (including freedom from the third-party infringement of the Licensed Marks).

9.2 Other Licensees. In the event MTA grants to any third party any licenses or rights with respect to the Licensed Marks, MTA shall not, in connection with the grant of any such license or rights, take any actions, or suffer any omission that would adversely affect the existence or validity of the Licensed Marks or conflict with rights granted to COP hereunder.

9.3 Abandonment. Licensor covenants and agrees that, during the term of this Agreement, it will not abandon the Licensed Marks.

ARTICLE 10

REPRESENTATION AND WARRANTIES OF BOTH PARTIES.

10.1 Representations and Warranties. Each party hereby represents and warrants to the other party as follows:

(a) Due Incorporation or Formation; Authorization of Agreement. Such party is a corporation duly organized, a limited liability company duly organized or a partnership duly formed, validly existing and, if applicable, in good standing under the laws of jurisdiction of its incorporation or formation and has the corporate, company or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. Such party is duly licensed or qualified to do business and, if applicable, is in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. Such party has corporate, company or partnership power and authority to execute and deliver this Agreement and to perform its obligations hereunder and this execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate, company or partnership action. Assuming the due execution and delivery by the other party hereto, this Agreement constitutes the legal, valid and binding obligation of such party enforceable against such party in accordance with its terms, subject as to enforceability to limits imposed by

bankruptcy, insolvency or similar laws affecting creditors' rights generally and the availability of equitable remedies.

(b) The City issued general obligation bonds in 2004 (refinanced in 2012) to pay costs of construction of the Facility. Such bonds were issued on a tax-exempt basis under, and pursuant to, the Internal Revenue Code of 1986, as amended. The City has covenanted with bondholders that it will not take any action which would cause interest on such bonds to be subject to federal income tax. The terms of this Agreement are subject to the federal income tax restrictions imposed on the City.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly authorized representatives to be effective as of the day and year first above written.


MATANUSKA TELEPHONE ASSOCIATION, INC.


CITY OF PALMER

By:
Printed Name: Wanda Tankersley
Title: COO
Date:

By:
Printed Name: Nathan E. Wallace
Title: City Manager
Date:

Exhibit A
To
Brand License Agreement
Presentation of Brand

MTA Signage on Exterior Building.

MTA (Lighted) Signage entering the parking lot.

Center Ice – MTA Logo (updated by MTA at earliest convenience of COP).

Zamboni or other ice resurfacing machine – MTA Logo

Scoreboards (x2) – MTA Logo

Eight (4) general admission tickets to each event for each year of the Term.

MTA may use the Facility up to four (4) times annually, free of cost. Each event will be no more than 2 days, unless combined with an additional usage time and agreed to by COP. MTA will coordinate with COP for scheduling.

Exhibit B
To
Brand License Agreement

MTA Logo

Name of Facility shall be "MTA Events Center". MTA Events Center signage shall be displayed in the interior and exterior of the Facility.

Any future signs or sign upgrades, referencing the Facility shall be new, lighted and at the sole expense of MTA.

Contract
For
Brand License Agreement

AMENDMENT NO. 1

This Amendment, dated _____, 2021 amends the Contract for Brand License Agreement approved by City Council, January 1, 2018, between the City of Palmer (City) and Matanuska Telephone, Inc. (MTA), as follows:

The payment schedule as outlined in ARTICLE 6, 6.1. Payment and Performance is amended to read as follows to reflect the following payment in 2021:

- A. Subject to the provisions of this contract, as compensation for all the City's services, MTA shall pay City the amount of \$15,000 as follows:

At signing	\$15,000
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CITY OF PALMER

Matanuska Telephone Association

John Moosey, City Manager

Wanda Tankersley, COO

Date

Date

**City of Palmer
Action Memorandum No. 21-005**

Subject: Authorizing the City Manager to Negotiate and Execute a Purchase Agreement with Western Peterbilt, Inc. for a Solid Waste Collection Vehicle in the Amount of \$351,927.00 Using the Governmental and Property Procurement Process

Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: Chris Nall, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
✓	Finance		12/21/2020
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works		12/21/2020

Certification of Funds:

Total amount of funds listed in this legislation: \$ **351,927.00**

This legislation (✓):

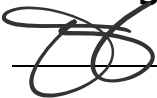
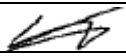

- Creates revenue in the amount of: \$ _____
- ✓ Creates expenditure in the amount of: \$ 351,927.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- ✓ Budgeted Line item(s): 05-01-10-6053
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. Western Peterbilt quote: October 2020
2. Sourcewell Vendor and Member Contract Numbers

Summary Statement/Background:

The City's 2021 budget was approved with an appropriation of \$351,927.00 dollars for the purchase of a new solid waste collection vehicle and attachments. Purchase of this vehicle will allow the City Solid Waste Department to have two like solid waste trucks, allowing for greater flexibility of operations and efficiency of maintenance.

Purchasing the vehicle through the Sourcewell contract allows the City of Palmer to take advantage of significant cost savings to the City and its patrons.

3.21.230 Governmental and proprietary procurements.

A. The purchasing officer may contract, without the use of the competitive source selection procedures of this chapter, for the following supplies, services, professional services or construction:

1. For contracts, including reimbursable agreements, with federal, state or local units of government or utility provider where the city has a financial responsibility or beneficial interest in entering into an agreement.
2. For contracts issued pursuant to any federal, state, or local government contract where the city is an authorized user, or where the resulting contractor agrees to extend the same terms, conditions, and pricing to the city as those awarded under the original contract, all in accordance with PMC 3.21.240. Such agreements shall be limited to those contracts where the award is issued pursuant to a formally advertised solicitation.
3. For contracts where the purchasing officer determines in writing that the city's requirements reasonably limit the source for the supplies, services, professional service or construction to one person.

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

C. No contractor may provide supplies, services, professional services, or construction to the city before the applicable requirements of this section are first satisfied.

Administration's Recommendation:

Approve Action Memorandum No. 21-005

**Peterbilt**

Class 6, 7 & 8 Vehicles & Chassis

#081716-PMC

Maturity Date: 11/15/2020

Products & Services **Products & Services**

Sourcwell contract 081716-PMC gives access to the following types of goods and services:

- Vocational & medium duty trucks
- Serving Class 6, 7, 8

Additional information can be found on the vendor-provided, nongovernment website at:
www.peterbilt.com/dealers

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcwell-mn.gov or 877-585-9706.

City of Palmer Public Works Department

ID# 76630

1316 S Bonanza St
Palmer, AK 99645-6716

Is this your organization?

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

Update your organization’s information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at membership@sourcewell-mn.gov or 877-585-9706.



[Sourcewell for Vendors →](#)



Peterbilt Motors Company

SOURCEWELL CONTRACT #018-716-PMC

Western Peterbilt	10/26/2020	City of Palmer
1316 S Bonanza street Palmer AK 99645-6716		76630

PETERBILT MODEL	520
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CHASSIS #	INSERT CHASSIS #
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CAB & CHASSIS LIST PRICE	\$251,855
SOURCEWELL DISCOUNT %	41.32%
SOURCEWELL DISCOUNT \$	\$104,066
CAB & CHASSIS PRICE	\$147,789

PETERBILT MODEL	SOURCEWELL DISCOUNT
220	22.33%
325	27.29%
337	29.59%
348	32.54%
365	40.76%
367	41.04%
567	41.06%
579	39.92%
389	40.75%
320	41.24%
520	41.32%

BODY SUPPLIER (if applicable) OEM-name only (not distributor/dealer)	Labrie
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BODY PRICE (if applicable)	\$184,448.00
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TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES	\$204,138
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TOTAL PRICE FOR CAB & CHASSIS AND ALL SOURCED GOODS/SERVICES	\$351,927
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Notes: 2021 Peterbilt 520, epuip with Labrie/Wittke Starlight 40 CY Front Loader Refuse Body w/Curotto Can....Price per each FOB Anchorage. Labrie body supplied by local distributor BSI Equipment. \$204,115 includes Labrie Body cost, and options not included under Sourcewell contract. Such as: Factory Warranties, Freight, Flooring, Custom Chassis Layout, Inspection, PDI, DOT, Wash, Fuel, DEF, Extended Warranty.



Quote Date: 10/22/2020
 Prepared By: Jim Lackey
 Cell: (907) 841-9999
 Email: jlackey@bsiequipment.com

2009 Spar Avenue Anchorage, AK 99501

QUOTE FOR: Dobbs Peterbilt/City of Palmer
CONTACT: Gene Mountcastle
PHONE: 907-276-2020 / 907-350-4042
EMAIL: Gene.Mountcastle@dobbstruckgroup.com

QUOTATION
 QUOTE VALID THROUGH
 12/31/2020

**New 2020 Labrie/Wittke Starlight 40 CY Front Loader Refuse Body w/ Curotto Can
 For use on Customer Supplied Peterbilt 520 Cab-Over Chassis**

Configurative features:

BBCS0900 Canopy Sweeper (Not available with Adjustable Hydraulic Forks- options HHAF0900 - HHAF0910)
 BCOS0900 Hopper Clean Out Sump with Door (Street Side)
 BMLS0950 Service Hoist (according to space availability)

Lifting arm option:

AALC0950 Arm Lifting Capacity: 10-000 lbs.
 AFST0910 Forks Steel Thickness: 1½ in. ILO of 1 in. - (STD on Superduty)

Cans & Tippers options:

BEHC0910 Electric and hydraulic connections located on the left arm (new Curotto)

Control options:

AAJC0900 Drive Position Main Control Pneumatic Joystick- 2 handles- arm & fork actuation (Can't be ordered with option EMVS0915 Electric Main Valve System ILO Pneumatic Main Valve System)

Hydraulic options:

CCPM0930 Front Mount Dual Vane Pump for Residential unit with Curotto Can
 HHPC0900 Hydraulic Front Pump Top Cover
 HNHC0930 Packer Cylinders: Telescopic - Double Acting - Nitrided with Durascope™ shavers

Electrical options:

EPHM0900 Hour Meter connected to pump switch
 ATAT0930 Throttle Advance Toggle Switch (ON/OFF/Auto)

Lighting options:

LSLA0920 **Light: amber strobe 6" Whelen I.10 in center of tailgate: in-cab switch - Qty 1**
 LLPA0910 Multifunction Lights Package: Multifunction round amber lights (4). Oval center brake light-red- in upper tailgate (1). Round brake lights- red- in upper tailgate light bar (2)

Camera options:

CCCM0901 3rd Eye 7" color LCD monitor: Included in system base price. Split screen
 WIT-0004 Hopper LH-side (4)
 CCC0904 Quadruple 3rd Eye cameras (no shutter): Monitor must be selected separately. Heater. No Shutter
 WIT-0001 Tailgate center 2/3 (1)
 WIT-0007 Tailgate center left 2/3 (7)
 WIT-0008 Tailgate center right 2/3 (8)



Quote Date: 10/22/2020
 Prepared By: Jim Lackey
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QUOTATION
 QUOTE VALID THROUGH
 12/31/2020

**(cont.) New 2020 Labrie/Wittke Starlight 40 CY Front Loader Refuse Body w/ Curotto Can
 For use on Customer Supplied Peterbilt 520 Cab-Over Chassis**

Body options:

- BCGB0900 Centralized Grease Block - Cylinders Pins on Packer Body Side Door Access: 2 points
- BSWS0930 Chromium Overlay Wear Strips - Packer Shoes - Channels
- BWBT0900 Continuous body welding at specified points
- BESK0900 Environmental spill kit installed on body
- BFEX0910 Fire Extinguisher- 20 lbs (standard position: body streetside unless specified otherwise by regulation)
- BASN0900 Mud flaps w/o Logo
- BSAD0900 Sliding Type Access Door (ILO Hinge type)

Chassis options:

- CCTB0930 Toolbox: Aluminum- chassis-mounted- size: 24" x 24" x 14" (Location TBD- depending on space availability- Additional charges may apply if chassis components need to be relocated)

Paint options:

- PCBP0910 Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color
- PSSS0920 CAUTION THIS VEHICLE MAKES FREQUENT STOPS STAY BACK 50 FEET- 65in x 20in (red on white background)

Non standard options:

- 2019-7444 Lighting, Work light, Hopper, One side, Single, LED, Clear, 4 inch round, Swivel mount, **Truck-Lite 8150 - W1**
- 2019-7446 Lighting, Work light, Behind packer work lamp, LED, Clear, 4 inch round, Swivel mount, Qty 1, **Truck-Lite 8150 - W1**
- 2019-7445 Lighting, Work light, LH mirror facing hopper, LED, Clear, 4 inch round, Swivel mount, Qty 1, **Truck-Lite 8150 - W1**
- 2019-7440 Lighting **Truck Lite 8150** Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
- 2019-7447 Lighting, Back up lights, Mid-body rubrails, LED, Clear, 4 inch round, Swivel mount, Qty 2, **Truck-Lite 8150 - W1, RL**
- 2020-4864 **Hydraulic, Driveshaft, Replace standard driveshaft by a driveshaft with greaseless U joints - Spicer 5-1310X**
- 2019-5183 Cans and tippers, Curotto, Work lamps kit provision - W1
- 2018-6047 Lighting, Upgrade stop/tail & turn/tail to Truck-Lite Super 44 and backup lights to Truck-Lite Super 44 Dome Light (ALL LED)
- 2017-5666 Body latch with clamp ilo bolted



Quote Date: 10/22/2020
 Prepared By: Jim Lackey
 Cell: (907) 841-9999
 Email: jlackey@bsiequipment.com

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CONTACT: Gene Mountcastle
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QUOTATION
 QUOTE VALID THROUGH
 12/31/2020

**(cont.) New 2020 Labrie/Wittke Starlight 40 CY Front Loader Refuse Body w/ Curotto Can
 For use on Customer Supplied Peterbilt 520 Cab-Over Chassis**

Options included:

- NEW NSO Front canopy high mount turn signals
- NEW NSO Additional Work Lights: Canopy - Truck Lite 8150
- NEW NSO Force rear mudflaps location on tailgate
- 2020-5283R Curotto Provision Curbside (no can, no auto-dump, single Right Drive Cab)

Curotto-Can:

- ✓ Standard Curotto Can with Work Lights (painted Yellow, YS916EB)
- ✓ Brush Kit
- ✓ 9-inch Spacer Kit
- ✓ Conspicuity Tape
- ✓ Single Point Lubrication System

⚠ Note:

- * Western Peterbilt is to deliver chassis to San Luis, Mexico.
- * Freight from San Luis, Mexico to Tacoma, WA is included.
- * Price quoted includes Inspection Trip for (2) Persons.
- * Price includes a complete set of replacement filters, as required.
- ✓ Refuse Body is designed with particular consideration for Alaska's elements.

Total Purchase Price: \$184,448.00
Price includes additional Municipal Discount
FOB Tacoma, WA



Dobbs Peterbilt - Anchorage (W397)
2756 Commercial Drive
Anchorage, Alaska 99501

City Of Palmer
231 W Evergreen Ave
Palmer, Alaska 99645
United States of America

Gene Mountcastle
Cell Phone:
Office Phone: (907)276-2020
Email: gene.mountcastle@dobbspeterbilt.com

David Sutton
Cell Phone: 907-761-1301

Vehicle Summary

	Unit		Chassis	
Model:	Model 520	Fr Axle Load (lbs):		20000
Type:	Full Truck	Rr Axle Load (lbs):		46000
Description 1:	FRONTLOAD	G.C.W. (lbs):		66000
Description 2:				
	Application	Road Conditions:		
Intended Serv.:	Refuse/On-Highway	Class A (Highway)		95
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)		5
		Class C (Off-Hwy)		0
		Class D (Off-Road)		0
	Body	Maximum Grade:		6
Type:	Residential Front Loader	Wheelbase (in):		197
Length (ft):	24	Overhang (in):		90
Height (ft):	13.5	Fr Axle to BOC (in):		0.1
Max Laden Weight (lbs):	10000			
		Cab to Axle (in):		196.9
		Cab to EOF (in):		286.9
		Overall Comb. Length (in):		344.6
	Trailer			
No. of Trailer Axles:	0			
Type:				
Length (ft):	0			
Height (ft):	0			
Kingpin Inset (in):	0			
Comer Radius (in):	0			
	Restrictions			
Length (ft):	40			
Width (in):	102			
Height (ft):	13.5			

Special Req.

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0005201	S	Model 520 Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.	196,670	16,475
0091180	S	Refuse, Scrap, Recycling	0	0
0093035	S	Refuse/On-Highway Truck or tractor which hauls refuse, recycled material, etc. Includes roll-on/roll-off container movement, as well as hauling refuse from transfer stations to, but not into, landfills.	0	0
0095350	O	Residential Front Loader A lift-equipped truck used to load waste from the front into the body on residential routes. The load is removed by a tilt of the truck body.	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514160	O	10-3/4" Steel Rails 306-342" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	176	220
0601500	O	Full Steel Inner Liner	842	695
0620110	O	FEPTO Provision 9in Bumper Extension Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension	1,682	42
0644020	O	EOF Square with Steel Crossmember	156	64
0651090	S	Omit Rear Mudflaps and Hangers	0	0
0713130	O	(2) Solid Mount Cable Hooks	0	40
Front Axle & Equipment				
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop	504	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.		
1114040	O	Taper Leaf Springs, Shocks 23,000 lb Standard with Heavy Resistance Shocks.	430	473
1243010	S	Power Steering Sheppard M100 Dual For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	0	0
1354850	S	PHP10 Iron PreSet PLUS Hubs-Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	0	0
1354870	S	Severe Service Disc Brake Rotor For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	0	0
1380230	O	Dana Spicer 5" Drop IPO 3.5", Front Axle 5" drop (127 MM) provides lower chassis suspension and profile. Offers maximum maneuverability and the light weight solution. Available for a variety of brakes.	0	0
1380240	O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	56	15
1380290	S	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0	0
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	30	2

Rear Axle & Equipment

1526120	O	Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	69	113
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Sales Code	Std/Opt	Description	\$ List	Weight
		If code 1526120 (RT46-160) is ordered with 1680460 (Heavy Wall), you will get the 16 mm wall, but not the improved carrier that is in 1526130 code (RT46-160E) that also has a 16 mm wall. This could affect Heavy Haul service warranty length in Canada per Meritor.		
1616305	S	PHP10 Iron Preset + Hubs - Air Disc	0	0
1616310	O	Severe Service Disc Brake Rotor Severe Service Disc Brake Rotor for refuse applications.	0	0
1660020	O	Pad and Rotor Dust Shields For Air Disc Brakes, Drive Axle(s)	609	15
1672630	O	Differential Lock Both Axles Air Rocker Switch Occupies the Space of One Gauge	2,058	60
1673090	O	Separate Dash Controls, Cont Trac Full Lock Dana Spicer or Meritor - Tandem or Tri-Drive Axles (Air Rocker Switch occupies the space of two gauges for tandem axle and three gauges for tri-drive axle)	84	2
1680470	O	Lube Pump, Drive Axle(s) Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.	436	36
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1682710	O	Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.	456	35
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687040	S	Air Disc Rear Brakes, Tandem Drive Axle Includes Automatic Slack Adjusters.	0	0
1706140	O	Ratio 6.14 Rear Axle	0	0
1824410	O	Hendrickson HMX EX 460 46,000 LBS., 54" Haulmaax, 70K Creep Rating	810	-67

Engine & Equipment

2072608	S	PACCAR MX-11 400R@1600 GV@2200 1450@900 Refuse N20740 N015 NO....Enable MX Retarder in Neutra N20780 N001 16....Minimum Speed to Turn Cruise N20800 N002 19....Min Speed to Automatically T N20790 N003 19....Minimum Cruise Control Speed N20700 N006 68....Max Cruise Speed (N006)	17,421	670
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Sales Code	Std/Opt	Description	\$ List	Weight
N20770	N013	4.....Downhill Speed Limiter Vehic		
N20760	N014	2.....Auto Retard Vehicle Speed Of		
N20750	N019	0.....Delay in Engine Brake Activa		
N20710	N052	700...Idle Target (N052)		
N21680	N055	780...RPM Set Point 1 (N055)		
N21690	N056	1030..RPM Set Point 2 (N056)		
N20940	N072	1900..Maximum Fast Idle Control En		
N21980	N076	2000..Max Accelerator Controlled E		
N20990	N078	ON....PTO Mode Disabled w/ Clutch		
N21010	N079	ON....PTO Mode Enable Only w/ Park		
N21020	N080	1.....PTO Vehicle Speed Limit (N08		
N21110	N086	2000..Maximum Engine Speed During		
N21100	N087	780...RPM Set Point (N087)		
N21030	N089	ON....PTO Mode Enable Only w/ Tran		
N21000	N101	ON....PTO Mode Disabled w/ Service		
N21320	N106	650...Minimum Engine Speed During		
N20690	N162	68....Maximum Accelerator Pedal Ve		
N21310	N170	155...Standard Maximum Speed Limit		
N21640	N179	YES...Enable Park Brake Reset (N17		
N21910	N182	30....Coolant Temperature Override		
N20870	N184	80....High Ambient Temperature Ove		
N20860	N185	0.....Low Ambient Temperature Over		
N20900	N186	5.....Timer Setting When in PTO Mo		
N20840	N187	1.....Timer Setting Non-PTO Mode w		
N20850	N188	1.....Timer Setting Non-PTO Mode w		
N20910	N190	YES...Reset EIST Timer Based on En		
N21170	N191	NO....Override EIST Timer Based on		
N21230	N197	YES...Enable Accelerator Pedal Res		
N21240	N198	YES...Enable Service Brake Reset (
N21250	N199	YES...Enable Clutch Pedal Reset (N		
N21260	N200	YES...Allow EIST Timer Overrides i		
N21930	N224	2.....Maximum Vehicle Speed Bonus		
N21940	N227	-2....Maximum Vehicle Speed Penalt		
N21950	N246	4.....Minimum Vehicle Speed for DS		
N21960	N247	1.....Lowest Gear that DSA will be		
N21970	N248	10....Highest Gear that DSA will b		
N21990	N307	OFF...Cab Accelerator Active in Re		
N20830	N039	OFF...Allow Multi-Torque Only When		
N20930	N071	ON....FIC Enable/Disable (N071)		
N21900	N073	0.....Cab Accel Pedal Type in PTO		
N21160	N110	1.....Enable Set Point w/ Set/Acce		
N21670	N164	252...Reserve Speed Function Reset		
N21920	N219	0.....Offset mode (N219)		
N21300	N169	0.....Expiration Distance (N169)		
N21190	N193	0.....Expiration Distance (N193)		
N21280	N163	0.....Maximum Cycle Distance (N163		
N21650	N173	0.....Reserve Speed Offset (N173)		
2091310	O	Engine Idle Shutdown Timer Disabled	0	0
2091372		Eff EIST NA Expiration Miles	0	0

Price Level: July 1, 2020

Deal: FRONTLOAD

Printed On: 10/27/2020 3:34:48 PM

Date: October 27, 2020

Quote Number: QUO-516235-B1S6N7



Sales Code	Std/ Opt	Description	\$ List	Weight
2091640		Effective VSL Setting NA	0	0
2092011	O	Typical Operating Speed 50 MPH	0	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2092048	O	PTO Stationary-Cab Station Switches	0	0
2092082	O	Engine Monitoring Protection - Derate (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0	0
2092089	O	Enable Engine Regeneration In PTO Mode	0	0
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2511400	O	160 Amp Alternator, 36 SI Brushless The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offered in 12 volt and 24 volt models with a J180 hinge mount.	501	10
2516070	O	Remote Voltage Sense Wiring	15	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	80	2
2521110	O	Oil Pan Heater 120V/300W Oil Pan Heater 120V/300W operates via 120V ShorePower system and keeps oil warm and free flowing for instant lubrication with oil and transmission immersion heaters when the engine is not running. This option utilizes the same receptacle as the immersion pre-heater if specified together.	66	2
2522080	O	PACCAR Premium Starter - MX Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.	51	0
2538040	S	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539220	O	Battery Jumper Terminals Mtd In Front Of Battery Box	193	4
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	160	3

Price Level: July 1, 2020

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Date: October 27, 2020

Quote Number: QUO-516235-B1S6N7



Sales Code	Std/ Opt	Description	\$ List	Weight
2621000	S	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0	0
2738410	O	WABCO 25.9 CFM Air Compressor, MX only WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	8	7
2814170	O	Omit Engine Brake, MX-11	-568	-16
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0	0
3120320	O	Bugscreen	140	0
3120450	S	Stainless Steel Grille	0	0
3261980	S	Heavy Duty Air Cleaner Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0	0
3281750	O	Pre-Cleaner ECG	142	13
3365300	S	Exhaust Vertical LH DPF/SCR LH Back of Cab Vertical.	0	0
3381770	O	Curved Tip Standpipe(s)	70	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	10	-2
Transmission & Equipment				
4052410	O	Allison 4000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid,	16,372	390



Sales Code	Std/ Opt	Description	\$ List	Weight
		filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.51, 2nd-1.91, 3rd-1.43, 4th-1.00, 5th-0.74, 6th-0.64. Reverse ratios: DR-(4.80).		
4210190	O	1810 HD Driveline, 1 Midship Bearing 4.5in x .180 wall tubing	14	15
4216590	O	1710 Driveline Interaxle For tandem rear axles	-283	-5
4233030	O	(1) Dash Mounted Single Acting Air PTO Control Standard with PTO engaged indicator light on Class 8 units. Occupies the space of one gauge. Specing PTO switch does not ensure the PTO will fit.	55	0
4252170	O	Auto Neutral Activates With Parking Brake Auto Neutral helps improve jobsite safety by reducing the possibility of the truck moving due to throttle application.	19	0
4252890	O	Allison FuelSense 2.0 Not Desired	-106	0
4252950	O	Omit Allison Neutral At Stop	0	0
4256020	S	Console Mounted Push Button Shifter Allison Automatic Transmissions or LFNA Electric Vehicle	0	0
4256350	O	Auto Neutral AK, Allison HD/RDS Single steer left-hand or right-hand, add code 4540940 if plumbed to flip valve to actuate service brakes is desired	298	0
4256700	O	Allison 5-Speed Configuration, Close Ratio Gears Allison 4000 transmission only	0	0
4256870	O	Allison Output Function S Neutral Indicator Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.	0	0

Air & Trailer Equipment

4510190	O	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	-176	-6
4520420	O	Pull Cords All Air Tanks	13	1
4540420	S	Nylon Chassis Hose	0	0

Price Level: July 1, 2020

Deal: FRONTLOAD

Printed On: 10/27/2020 3:34:48 PM

Date: October 27, 2020

Quote Number: QUO-516235-B1S6N7



Sales Code	Std/ Opt	Description	\$ List	Weight
4540940	O	(1) Flipper Valve To Actuate Front/Rear Brakes Use with RH or LH steer, or dual seated cab	799	11
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
Tires & Wheels				
5032580	O	FF: GY 20ply 425/65R22.5 G296 WHA DuraSeal Efficiency Rating: Fair Goodyear's Best Mixed Service All-Position Super Single Tire for Long Miles to Removal in On- and Off-road Applications with Puncture Sealing Technology. Diameter= 44.4 inches; SLR= 20.6 inches	576	46
5133470	O	RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD Efficiency Rating: Poor Diameter= 42.5 inches; SLR= 19.9 inches	2,356	216
5190008	S	Code-rear Tire Qty 08	0	0
5220090	O	FF: Alcoa 823627 22.5X12.25 Clean Buff Finish Aluminum	539	-82
5320710	O	RR: Alcoa 882677 22.5X8.25 Clean Buff Finish Aluminum. Clean buff finish on both sides as applicable. Finish options for heavy-duty trucks, 2.5 lbs. weight savings, new hub bore with less metal to metal contact to hinder corrosion with a maintained half dual space and load rating.	1,132	-336
5390008	S	Code-rear Rim Qty 08	0	0
Fuel Tanks				
5532100	O	23" Aluminum 70 Gallon Fuel Tank RH BOC Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	21	9
5603070	O	Location RH BOC 70 Gallon	0	0
5652940	O	PACCAR MX Engine Fuel Cooler	141	15
5652980	O	DEF To Fuel Ratio Between 1:1 And 2:1	0	0
5655069	S	DEF Tank 520	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
Battery Box & Bumper				
6021500	S	Steel Space Saver Battery Box LH Back Of Cab	0	0
6030150	O	Rubber Battery Pad In Bottom of (1) Battery Box Mat in box that holds batteries only	24	4
6122810	O	Steel Bumper Swept Back Painted Requires bumper extension, includes two front tow eyes with pins	-20	2
Cab & Equipment				
6501090	O	53" LCF ProBilt Cab RH Drive Use with auto-trans. Includes steel frames with aluminum and fiberglass panels, all aluminum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghouse full insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls, rear cab corner windows, 18" bolt-on step on each side, self-canceling turn signals and Front Directional and Side Mounted Turn Signals.	1,354	0
6800500	S	4.5" Rubber Flares On Cab And wheel well fenders	0	0
6914090	O	Sears C2 Plus Driver Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	284	0
6924090	O	Sears C2 Plus Passenger Seat Features contoured metal seat and back pans, ergonomically contoured cushions - 20" wide, recliner, 5.25" total suspension travel, shock absorber. Available in cloth or molded vinyl.	359	0
6931120	O	Seat Belt Color Orange IPO Standard Black	10	0
6939400	O	Air Ride Driver	319	43
6939430	O	Mid Back Driver	76	0
6939470	S	Vinyl Driver	0	0
6939500	O	Air Ride Passenger	319	43
6939530	O	Mid Back Passenger	76	0
6939570	S	Vinyl Passenger	0	0

Price Level: July 1, 2020

Deal: FRONTLOAD

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Date: October 27, 2020

Quote Number: QUO-516235-B1S6N7



Sales Code	Std/Opt	Description	\$ List	Weight
7000000	S	Gray Interior Color Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.	0	0
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7040060	O	Diamond Plate Floor Covering LH/RH ipo Floormat In Dual Steer application RH Diamond Plate covering is standard. Single drive applications the Diamond Plate is optional.	179	13
7110680	S	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	0	0
7220130	S	Rear Window Back of Cab Standard Tint 18.5in X 54in	0	0
7230350	S	2-Piece Flat Windshield	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7330920	O	(2) Defroster Fan On Rear Header	237	60
7564140	O	Black LH/RH Dual Plane Mirrors, Heated Dual Plane motorized mirrors are mounted to doors on both the right and left hand sides. Includes fold-away feature and requires additional top mounted convex mirrors (7564160) For front loader body type configuration.	-23	2
7564160	O	Add'l Convex Mirrors, Mounted Top of LH/RH Dual Plane Mirrors	88	0
7620620	O	(2) Air Horns 24.5" Chrome - Round w/Horn Shields	485	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	422	10
7725740	O	Midlevel Speaker Package For Cab (4) Speakers	135	6
7728020	O	Bluetooth Located On Driver Side	0	0
7728040	O	Bluetooth Phone and Audio	62	0
7728050	O	USB Port	62	0
7788055	S	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault	0	0



Sales Code	Std/ Opt	Description	\$ List	Weight
		coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.		
7788056	S	24 Months SmartLINQ Subscription With OTA Functionality - PACCAR MX Engines	0	0
7851330	O	Cab Tilt Pump Air Assist	512	0
7851580	O	Front Cab Guard, Painted Black	410	15
7851870	O	Rain Gutters Over Driver and Passenger Doors	76	8
7852150	S	Peterbilt Pantograph Windshield Wipers With intermittent feature.	0	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	20	13
7900270	O	Fire Extinguisher, Cab Mounted Hazmat approved UL listed/rated ABC	75	12
7901130	O	Backup Alarm (107 DB)	110	3
8011395	O	Engine Oil Temperature Gauge Located in Driver Information Display	0	0
8011400	S	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0	0
8021315	S	Air Restriction Indicator Mounted on exhaust stanchion	0	0
8031120	O	Warning Light Battery Disconnect, Switch Engaged Marker light external mounted	14	0
8110150	O	Headlights Single Rectangular LED Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.	1,002	0
8120570	S	(5) LED Clearance With (2) LED Marker Lights Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door	0	0
8133900	S	None Furnished Stop/Tail/Backup Lights Available with full truck only, not available with tractor	0	0
8133960	O	Daytime Running Lights The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.	61	0



Sales Code	Std/Opt	Description	\$ List	Weight
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Paint

8530770	O	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - YS916EY AMARILLO LISO N85700 BUMPER L0001EA BLACK N85500 CAB ROOF YS916EY AMARILLO LISO N85200 FRAME L0001EA BLACK	0	0
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Shipping Destination

8999990	O	Shipping Destination Other Than Dealer	0	0
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Options Not Subject To Discount

9400090	S	Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)	0	0
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9400092	O	PACCAR MX Standard Coverage 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0	0
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9401614	O	Hendrickson HAULMAAX 40K/46K - U.S.(3/Unlimited) 3 Years/Unlimited Miles	708	0
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9401706	O	Basic Vehicle - U.S. (3/300) Three Years/300,000 Miles. All components covered in the Standard Basic Vehicle Warranty schedule plus Heater/Air Conditioner Warranty which includes all HVAC system except receiver-dryers, refrigerant leaks at o-rings, loose fittings or rubber hoses, or other maintenance-related items. Radiator/ATAC Warranty which includes radiator assembly and air-to-air aftercoolers only. Excludes leaks at hoses, hose connections and outlet neck gasket, mounting hardware and bushings, and radiator cap. Peterbilt Rear Suspension Warranty which includes brackets, beams, tie rods, track rods, air bags, and leveling valves. Excludes shocks, bushings, alignment, and fitting air leaks. General exclusions of Extended Warranty Program in all categories excludes batteries, chrome, paint, loose fitting leaks and wiring connections, fluids, component wear, and other items excluded from the Peterbilt standard warranty.	2,915	0
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9408982	O	Vehicle Layout Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	1,350	0
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Miscellaneous

9409800	S	2017 EPA Emissions Engine Warranty Only	0	0
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Promotions

Order Comments



Total List Price (W/O Freight & Warranty & Surcharges)	\$251,855
Marketing and Service Support Fee	\$875
Prepaid Freight	\$3,225
Total Surcharge/Options Not Subject To Discount	\$4,973
Total Weight	19,431

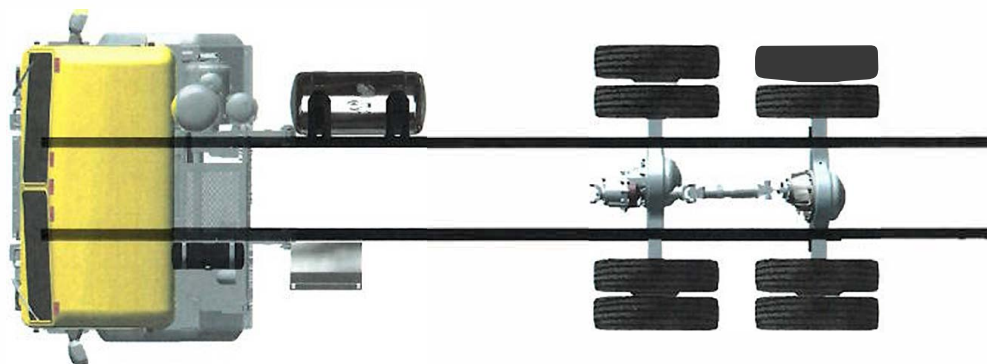
Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

Dtpo: Truck Model: 520 Customer: City Of Palmer



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options

Sales Option	Description	Width	Side
5655069	DEF Tank 520	11	Left
6021500	Steel Space Saver Battery Box LH Back Of Cab	18	Left
5532100	23" Aluminum 70 Gallon Fuel Tank RH BOC	23	Right

Available Space: Left: 76.6 in. Center: 110.4 in. Right: 55.0 in.

10/27/2020, 11:51:25 AM

**City of Palmer
Action Memorandum No. 21-006**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for The Palmer Bar, Located at 828 South Colony Way, Palmer, Liquor License No. 1274 of Liquor License Renewal

Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

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

Certification of Funds:


Total amount of funds listed in this legislation: \$ Unknown

This legislation (√):


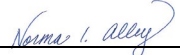
- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. AMCO Notice
2. Liquor License Review Form

Summary Statement/Background:

The Palmer Bar has applied for a liquor license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 21-006



November 27, 2020

City of Palmer

Matanuska- Susitna Borough

Via Email: cityclerk@palmerak.org ; adam.bradway@matsugov.us ; alex.strawn@matsugov.us
permitcenter@matsugov.us

Re: Notice of Liquor License Renewal Application

License Numb	DBA	Type	City	Borough	Community Council
744	Loyal Order of Moose Lodge #793	Club	Palmer	Matanuska-Susitna Borough	NONE
1274	The Palmer Bar	BDL	Palmer	Matanuska-Susitna Borough	NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: The Palmer Bar

OWNER: Poor Boy Investments, LLC

LICENSE TYPE: Liquor License

LOCATION: 828 South Colony Way, Palmer AK

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current:

Yes

No

If no, explain:

Other Comments:



Finance Director

12/23/2020

Date

Route to: Department of Community Development

Department of Community Development


Code (PMC/Bldg/Fire) Compliant:

Yes

No

If no, explain:

Other Comments:



Community Development Director

December 22, 2020

Date

Route to: Police Department

Police Department

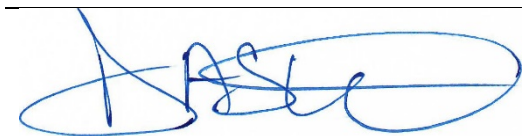
Excessive Calls:

Yes

No

If yes, explain:

Other Comments:



Chief of Police

12-23-2020

Date

TO COUNCIL FOR AGENDA OF: January 12, 2021

**City of Palmer
Action Memorandum No. 21-007**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for Matanuska Brewing Company, LLC. Located at 513 South Valley Way, Palmer, AK, of Liquor License Renewal Liquor License No. 5566

Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
<u>✓</u>	Community Development		<u>November 17, 2020</u>
<u>✓</u>	Finance		<u>December 10, 2020</u>
_____	Fire	_____	_____
<u>✓</u>	Police		<u>November 17, 2020</u>
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ Unknown

This legislation (✓):



- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

	Signature:	Remarks:
City Manager		_____
City Attorney		_____
City Clerk	<u>Norman L. Alley</u>	_____

Attachment(s):

1. AMCO Notice
2. Liquor License Review Form

Summary Statement/Background:

Matanuska Brewing Company, LLC has applied for a liquor license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 21-007



November 6, 2020

City of Palmer

Matanuska- Susitna Borough

Via Email: cityclerk@palmerak.org ; adam.bradway@matsugov.us ; alex.strawn@matsugov.us
permitcenter@matsugov.us

Re: Notice of 2020/2021 Liquor License Renewal Application

License Number	DBA	Type	City	Borough	Community Council
5566	Matanuska Brewing Company	Brewery	Palmer	Matanuska-Susitna Borough	NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: Matanuska Brewing Company **OWNER:** Kevin Burton
LICENSE TYPE: Brewery, License N. 5566
LOCATION: 513 S. Valley Way, Palmer AK 99645

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current: Yes No

If no, explain:



Finance Director

Jan 6, 2021

Date

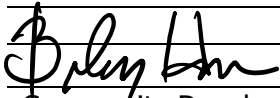
Route to: Department of Community Development

Department of Community Development

Code (PMC/Bldg/Fire) Compliant: Yes No

If no, explain:

Other Comments:



Community Development Director

November 17, 2020

Date

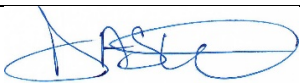
Route to: Police Department

Police Department

Excessive Calls: Yes No

If yes, explain:

Other Comments:



Chief of Police

November 17, 2020

Date

TO COUNCIL FOR AGENDA OF: January 12, 2021

**City of Palmer
Action Memorandum No. 21-008**

Subject: Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for Moose Loyal Order 793, Located at 1136 South Cobb Street, Palmer, Liquor License No. 744 of Liquor License Renewal



Agenda of: January 12, 2021

Council Action: **Approved** **Amended:** _____
 Defeated

Originator Information:

Originator: John Moosey, City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
<u>✓</u>	Community Development		<u>December 22, 2020</u>
<u>✓</u>	Finance		<u>12/22/2020</u>
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ Unknown

This legislation (✓):


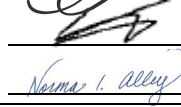
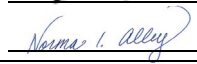
- Creates revenue in the amount of: \$ Unknown
- Creates expenditure in the amount of: \$ _____
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): _____
- Not budgeted

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. AMCO Notice
2. Liquor License Review Form

Summary Statement/Background:

Moose Royal Order 793 has applied for a liquor license renewal. Per State law a local governing body may protest the approval of an application pursuant to AS 04.11.480 by providing the applicant with a clear and concise written statement of the reason for the protest or may voice a non-objection to a request.

Administration's Recommendation:

Approve Action Memorandum No. 21-008



November 27, 2020

City of Palmer

Matanuska- Susitna Borough

Via Email: cityclerk@palmerak.org ; adam.bradway@matsugov.us ; alex.strawn@matsugov.us
permitcenter@matsugov.us

Re: Notice of Liquor License Renewal Application

License Numb	DBA	Type	City	Borough	Community Council
744	Loyal Order of Moose Lodge #793	Club	Palmer	Matanuska-Susitna Borough	NONE
1274	The Palmer Bar	BDL	Palmer	Matanuska-Susitna Borough	NONE

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

City of Palmer • Liquor License Review Form

BUSINESS NAME: Moose Lodge #793

OWNER: Palmer Lodge #793 Loyal Order of Moose Inc.

LICENSE TYPE: Liquor License

LOCATION: 1136 South Cobb Street, Palmer AK

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current:

Yes

No

If no, explain:

Other Comments:



Finance Director

12/22/2020

Date

Route to: Department of Community Development

Department of Community Development

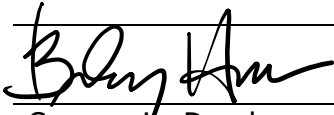
Code (PMC/Bldg/Fire) Compliant:

Yes

No

If no, explain:

Other Comments:



Community Development Director

December 22, 2020

Date

Route to: Police Department

Police Department

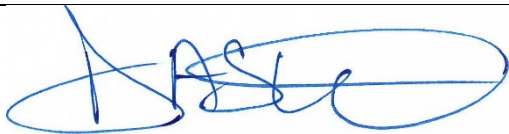
Excessive Calls:

Yes

No

If yes, explain:

Other Comments:



Chief of Police

12-22-2020

Date

TO COUNCIL FOR AGENDA OF: January 12, 2021

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on November 10, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrena Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

None.

F. NEW BUSINESS

1. **Committee of the Whole:** Presentation of the 2021 Budget

Main Motion: To Enter Into Committee of the Whole

Moved by:	Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

The Council entered into a Committee of the Whole at 6:03 p.m.

Topics addressed in the Committee of the Whole included:

- City of Palmer Budget;
- City of Palmer Pay Plan;
- City of Palmer Fee Schedule;
- City of Palmer Fine Schedule; and
- City of Palmer Capital Improvement Program.

The Mayor adjourned from Committee of the Whole at 6:46 p.m. and reconvened the special meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported no Items Placed on the Table.

H. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:48 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on November 10, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrena Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Introduction and Setting a Public Hearing for November 24, 2020, for **Ordinance No. 20-015:** Amending Palmer Municipal Code Section 2.04.160 Regarding Council Community Grants
 - b. **Action Memorandum No. 20-078:** Authorizing the City Manager to Purchase One Stainless Steel Sander, Belly Blade, and Hydraulic Controls with Installation from Bob’s Services, LLC, in the Amount of \$78,216.00 Under the Palmer Municipal Code Section 3.21.230 Section Governmental and Proprietary Procurements by Attaching to the State of Alaska Equipment Fleet Bid
 - c. **Action Memorandum No. 20-079:** Accepting Commission Member Richard Benedetto’s Resignation from the Planning and Zoning Commission
2. Approval of Minutes of Previous Meetings
 - a. October 12, 2020, Special Meeting
 - b. October 13, 2020, Regular Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes

Moved by:	Combs
Seconded by:	Valerius
Vote:	6 Yes/1 Absent (Best)
Action:	Motion Carried

Council Member Best joined the meeting at 7:02 p.m.

E. COMMUNICATION AND APPEARANCE REQUESTS

- 1. Presentation from Rodeo Alaska Executive Director Frank Koloski Regarding the 2021 Professional Rodeo Cowboy Event at the Palmer Fairgrounds

Mr. Frank Koloski spoke on the 2021 Professional Rodeo Cowboy Event and requested for the city’s support of \$7,500.00

City Council directed the city manager to prepare legislation to provide a Council Community Grant.

F. REPORTS

- 1. City Manager’s Report

City Manager Moosey reported he would be attending the Alaska Municipal League Conference.

- 2. City Clerk’s Report

City Clerk Alley provided an update on the CUP Appeal Hearing No. 20-004, City charter amendments, and the upcoming Alaska Municipal League Conference.

- 3. Mayor’s Report

Mayor DeVries highlighted her written report, requested changes to proposed Alaska Municipal League resolutions, and stated she would be attending the ribbon cutting ceremony at Matanuska Brewing Company.

- 4. City Attorney’s Report

None.

G. AUDIENCE PARTICIPATION

Ms. Julie Estey, Matanuska Electric Association Senior Director of External Affairs and Strategic Initiatives, spoke on the Capital Credit Program and informed Council of current district seat is open.

H. PUBLIC HEARINGS

- 1. **Ordinance No. 20-014:** Amending Palmer Municipal Code Section 18.27.020 Voting Methods Relating to Absentee Voting – By Mail

Mayor DeVries opened the public hearing on Ordinance No. 20-014.

Mr. Mike Chmielewski spoke in favor of Ordinance No. 20-014.

Hearing no objection from Council, Mayor DeVries closed the public hearing.

City Clerk Alley provided the staff report and fielded questions from Council.

Main Motion: To Approve Ordinance No. 20-014

Moved by:	Combs
Seconded by:	Valerius

Primary Amendment #1: To Remove D.1. and D.2. and Replace with "in the presence of one witness who is at least 18 years of age if an authorized official is not reasonably accessible"

Moved by:	Combs
Seconded by:	Valerius
Vote:	6 Yes/1 No (Best)
Action:	Motion Carried

Secondary Amendment #1: To Remove "if an authorized official is not reasonably accessible" in D.2.

Moved by:	Berberich
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve Ordinance No. 20-014, as Amended

Vote:	Unanimous
Action:	Motion Carried

- Resolution No. 20-028:** Authorizing the City Manager to Apply for Both a Loan and Grant from the United States of America, Acting Through the Department of Agriculture, Rural Utility Service, to Finance Improvements to the City's Wastewater Treatment Plant in an Aggregate Amount Not to Exceed \$8,000,000.00

Mayor DeVries opened the public hearing on Resolution No. 20-028. Seeing no one come forward and hearing no objection from the Council, Mayor DeVries closed the public hearing.

City Manager Moosey provided the staff report and fielded questions from Council.

Main Motion: To Approve Resolution No. 20-028

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

- Resolution No. 20-029:** Authorizing the Sale of 12.65 Acre Parcel of Land Located at 2390 S. Glenn Highway to Alaska Frontier Fabrication, LLC, in the Amount of \$408,300.00 in Accordance with Palmer Municipal Code Section 3.20.080(M)

Mayor DeVries opened the public hearing on Resolution No. 20-029.

Mr. Seth Grove, owner Alaska Frontier Fabrication, LLC, spoke in favor of Resolution No. 20-029.

City Clerk Alley read written testimony into the record (see official meeting packet for written testimony).

Hearing no objection from Council, Mayor DeVries closed the public hearing.

City Manager Moosey provided the staff report and fielded questions from Council.

Main Motion: To Approve Resolution No. 20-029

Vote:	Combs
Action:	Valerius

Motion to Postpone: To Postpone Resolution No. 20-029 Until a Current Property Appraisal is Completed on 2390 South Glenn Highway

Moved by:	Best
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

- Resolution No. 20-030:** Approving the Disposal of City Property by Vacation to Garic Hayes General Contractor LLC and Authorizing the Mayor to Execute All Documents Required for the Vacation of the Property to Garic Hayes General Contractor, LLC

Mayor DeVries opened the public hearing on Resolution No. 20-030. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

Mayor DeVries called a recess at 9:09 p.m. and reconvened the meeting at 9:20 p.m.

City Manager Moosey and Community Development Director Brad Hanson provided the staff report and fielded questions from Council.

Main Motion: To Approve Resolution No. 20-030

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

- Resolution No. 20-031:** Authorizing Round III of the City of Palmer Coronavirus Aid, Relief, and Economic Security Act (CARES Act) CARES Grants

Mayor DeVries opened the public hearing on Resolution No. 20-031. Seeing no one come forward and hearing no objection from the Council, Mayor Devries closed the public hearing.

City Manager Moosey provided the staff report and fielded questions from Council.

Main Motion: To Approve Resolution No. 20-031

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

I. NEW BUSINESS

- Committee of the Whole:** Presentation of the 2021 Budget

Due to lack of Motion, Council did not enter into Committee of the Whole.

J. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported the supplemental material for the Mayors Report, written public testimony, and supplemental material for Resolution No. 20-029 were Items Placed on the Table.

K. AUDIENCE PARTICIPATION

Mr. Mike Chmielewski testified on the public process and rights for the public to address policies and procedures.

L. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

M. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:43 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on November 18, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrina Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels (participated telephonically)
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures and proposed Ordinance No. 20-016.

F. Public Hearing

- 1. Ordinance No. 20-016:** Enacting an Emergency Mask or Face Covering Mandate

Mayor DeVries opened the public hearing on Ordinance No. 20-016.

Mr. Eugene Carl Haberman spoke against Ordinance No. 20-016.

Mr. Michael Coons spoke against Ordinance No. 20-016.

Mr. Kelly Turney, owner of Alaska Picker, spoke against Ordinance No. 20-016.

Mr. Peter Opheim spoke against Ordinance No. 20-016.

Ms. Lisa Wade, Chickaloon Tribal Council Secretary, spoke in favor of Ordinance No. 20-016.

Ms. Chris Ballard spoke against Ordinance No. 20-016.

Mr. Don Ballard spoke against Ordinance No. 20-016.

Mr. Don Maupin spoke in favor of Ordinance No. 20-016.

Mr. JJ Little spoke on Ordinance No. 20-016.

Ms. Janet Kincaid spoke against Ordinance No. 20-016.

Ms. Michele Kincaid spoke against Ordinance No. 20-016.

Ms. Jacquelyn Goforth spoke against Ordinance No. 20-016.

Mr. Eric Anderson spoke on Ordinance No. 20-016.

Mr. Sven Johnson spoke against Ordinance No. 20-016.

Mr. Cole Guthrie spoke against Ordinance No. 20-016.

Ms. Jessica Faulkner spoke against Ordinance No. 20-016.

Ms. Leah Jones spoke against Ordinance No. 20-016.

Mr. John Losier spoke against Ordinance No. 20-016.

Ms. Le Losier spoke against Ordinance No. 20-016.

Mr. Bert Houghtaling spoke against Ordinance No. 20-016.

Ms. Laura Brockman spoke against Ordinance No. 20-016.

Mr. John Loew spoke against Ordinance No. 20-016.

Ms. Margaret Loew spoke against Ordinance No. 20-016.

Mr. Ronald Downey spoke against Ordinance No. 20-016.

Ms. Lynamie Bandy spoke in favor of Ordinance No. 20-016.

Mr. Michael Ellis spoke against Ordinance No. 20-016.

Mr. Stu Schirmer spoke against Ordinance No. 20-016.

Mr. Kenneth Johnson spoke against Ordinance No. 20-016.

Ms. Jessie Pease spoke against Ordinance No. 20-016.

Ms. Jen Psenak spoke against Ordinance No. 20-016.

Ms. Elizabeth Heymen spoke against Ordinance No. 20-016.

Ms. Rebecca Gall spoke against Ordinance No. 20-016.

Mr. Michael Robinson spoke against Ordinance No. 20-016.

Ms. Caroline Garman spoke against Ordinance No. 20-016.

Ms. Jubilee Underwood spoke against Ordinance No. 20-016.

Ms. Joy Davidson spoke against Ordinance No. 20-016.

Mr. David Wilson spoke against Ordinance No. 20-016.

Mr. Sawyer Graber spoke against Ordinance No. 20-016.

Mr. Tait Zimmerman spoke against Ordinance No. 20-016.

Mr. Clayton Reimer spoke against Ordinance No. 20-016.

Mr. Andy Kosaszuk spoke against Ordinance No. 20-016.

Mr. Gordon DeVries spoke against Ordinance No. 20-016.

Mr. Sherman Leifer, Palmer Bar Owner/Member, spoke against Ordinance No. 20-016.

Mr. Tyler Jorgensen spoke against Ordinance No. 20-016.

Ms. Candis Carpenter spoke against Ordinance No. 20-016.

Mr. Steve Carpenter spoke against Ordinance No. 20-016.

Ms. Sidney Carpenter spoke against Ordinance No. 20-016.

Mr. Daniel Woestenberg spoke against Ordinance No. 20-016.

Ms. Whitney Martin spoke against Ordinance No. 20-016.

Ms. Paige Bailey spoke against Ordinance No. 20-016.

Mr. Sam Mikjos spoke against Ordinance No. 20-016.

Ms. Cerise Baily spoke against Ordinance No. 20-016.

Mr. Dane Baily spoke against Ordinance No. 20-016.

Mr. Dave Miller spoke against Ordinance No. 20-016.

Mr. Joshua Doak spoke against Ordinance No. 20-016.

Mr. William Topel spoke against Ordinance No. 20-016.

Mr. Luke Howard, 907 Freedom, spoke against Ordinance No. 20-016.

Ms. Leesh Pope spoke against Ordinance No. 20-016.

Ms. Grace Doak spoke against Ordinance No. 20-016.

Ms. Donna Anthony spoke against Ordinance No. 20-016.

Mr. Mike Chmielewski spoke on Ordinance No. 20-016.

Mr. Caleb Pempeck spoke against Ordinance No. 20-016.

Mr. Matthew Busbey spoke against Ordinance No. 20-016.

Seeing no one else come forward and hearing no objection from Council, Mayor DeVries closed the public hearing.

Mayor DeVries called a recess at 9:08 p.m. and reconvened the meeting at 9:20 p.m.

City Clerk Alley and Deputy Clerk Johnson read written testimony into the record (see official meeting packet for written testimony).

Motion to Continue: Move to Continue Public Hearing on November 25, 2020, at 5:00 p.m.

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

At 10:49 p.m. the Mayor recessed the meeting, for continuation, until Wednesday, November 25, 2020, at 5:00 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A special meeting of the Palmer City Council was held on November 24, 2020, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrina Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve the Agenda

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

E. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures and proposed Ordinance No. 20-016.

Mr. Michael Coons testified against proposed Ordinance No. 20-016.

F. NEW BUSINESS

1. **Committee of the Whole:** Presentation of the 2021 Budget

Main Motion: To Enter Into Committee of the Whole

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

The Council entered into a Committee of the Whole at 6:12 p.m.

Topics addressed in the Committee of the Whole included:

- City of Palmer Budget;
- City of Palmer Pay Plan;
- City of Palmer Fee Schedule;
- City of Palmer Fine Schedule; and
- City of Palmer Capital Improvement Program.

The Council adjourned from Committee of the Whole at 6:32 p.m. and reconvened the Special Meeting.

G. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported Michael Coons written testimony, 2021 Capital Improvement Plan Amendments and Finance Director Davis 2021 Budget Amendments were Items Placed on the Table.

H. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 6:34 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on November 24, 2020, at 7:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 7:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrena Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. Action Memorandum No. 20-080: Authorizing the City Manager to Extend the Contract for Audit Services with BDO USA, LLC for One Additional Year
 - ~~b. Action Memorandum No. 20-081: Confirming the Mayor's Nomination of Joyce Momarts and Jeff Helmericks for Appointment to the Airport Advisory Commission with Terms Ending December 31, 2023~~
 - ~~c. Action Memorandum No. 20-082: Confirming the Mayor's Nomination of Barbara Hunt and Ronalee Moses for Appointment to the Board of Economic Development with Terms Ending December 31, 2023~~
 - ~~d. Action Memorandum No. 20-083: Confirming the Mayor's Nomination of Lisa Albert Konecky, Joseph Parreira III, and Gladys Mosher for Appointment to the Parks and Recreation Advisory Board with Terms Ending December 31, 2023~~
 - ~~e. Action Memorandum No. 20-084: Confirming the Mayor's Nomination of Lizabeth Jackson, Pamela Melin and Linda Combs for Appointment to the Planning and Zoning Commission with Terms Ending December 31, 2023~~
2. Approval of Minutes of Previous Meetings
 - a. October 27, 2020, Special Meeting
 - b. October 27, 2020, Regular Meeting
 - c. November 3, 2020, Special Meeting

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes

Moved by:	Combs
Seconded by:	Berberich

Primary Amendment #1: To Move D.1.b., D.1.c., D.1.d., D.1.e., On the Consent Agenda to New Business H.4, H.5, H.6, and H.7

Moved by:	Daniels
Seconded by:	Combs
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve the Agenda, Consent Agenda, and Minutes as Amended

Vote:	Unanimous
Action:	Motion Carried

E. REPORTS

1. City Manager’s Report

None.

2. City Clerk’s Report

City Clerk Alley reported on achieving her Athenian Leadership Society Certification and voted in as the Alaska Association of Municipal Clerks Education Director.

3. Mayor’s Report

Mayor DeVries highlighted her written report.

4. City Attorney’s Report

None.

F. AUDIENCE PARTICIPATION

Ms. Blanca Ellis testified against Ordinance No. 20-016.

Ms. Anna Gooding testified against Ordinance No. 20-016.

Mr. Jeff Coeyler testified against Ordinance No. 20-016.

Mr. Eugene Carl Haberman testified against Ordinance No 20-016.

Mr. Mike Chmielewski spoke on how COVID-19 has affected the community.

PUBLIC HEARINGS

1. **Ordinance No. 20-015:** Amending Palmer Municipal Code Section 2.04.160 Regarding Council Community Grants

Mayor DeVries opened the public hearing on Ordinance No. 20-015. Seeing no one come forward and hearing no objection from the Council, Mayor DeVries closed the public hearing.

City Manager Moosey provided the staff report and fielded questions from Council.

Main Motion: To Approve Ordinance No. 20-015

Moved by:	Valerius
Seconded by:	Berberich

Primary Amendment #1: To Change the Word "City Manager" to "City Clerk" Under E. Grant Application and F. Grant Compliance and Reporting

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

Secondary Amendment #1: To Strike the Word "greater" in Section 2.04.160

Moved by:	Best
Seconded by:	Carrington
Vote:	6 Yes/1 No (Combs)
Action:	Motion Carried

Vote on Motion: To Approve Ordinance No. 20-015, as Amended

Vote:	Unanimous
Action:	Motion Carried

2. **Resolution No. 21-001:** Adopting the 2021 City of Palmer Employee Pay Plan (3rd Public Hearing)

Mayor DeVries opened the public hearing on Resolution No. 21-001.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Seeing no one else come forward and hearing no objection from Council, Mayor DeVries closed the public hearing.

City Manager Moosey provided the staff report and fielded questions from Council.

Vote on Motion: To Approve Resolution No. 21-001

Vote:	Unanimous
Action:	Motion Carried

3. **Resolution No. 21-002:** Adopting the 2021 Fee Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 (3rd Public Hearing)

Mayor DeVries opened the public hearing on Resolution No. 21-002.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Seeing no one else come forward and hearing no objection from Council, Mayor DeVries closed the public hearing.

Primary Amendment #1: To Amend the 2021 Fee Schedule with the Following Changes:

- **Airport Fees – All Tie Down Spaces Add 3% Sales Tax Including Transient Rate.**
- **Utilities – Monthly Added to Unmetered Wastewater Services Rate**
- **Removal of: Prohibited Items in Trash Warranting an Unplanned Garbage Truck Cleanout (per Hour)**

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve Resolution No. 21-002, as Amended

Vote:	Unanimous
Action:	Motion Carried

4. **Resolution No. 21-003:** Adopting the 2021 Fine Schedule for the City of Palmer for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 (3rd Public Hearing)

Mayor DeVries opened the public hearing on Resolution No. 21-003.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures plastic bag band.

Seeing no one else come forward and hearing no objection from Council, Mayor DeVries closed the public hearing.

Primary Amendment #1: To Amend the 2021 Fine Schedule with the Following Changes:

- **Change Section 1.08.020 Penalty Surcharge, Section (A)(1), to Read "Shall Be Assessed the Maximum Surcharge Allowable to Alaska Statutes 12.55.039 and 29.25.074"**
- **Change Chapter 8.38 Nuisance – Junk, Litter and Unsightly Premises Fine to "Actual Recovery Cost to the City"**

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve Resolution No. 21-003, as Amended

Vote:	Unanimous
Action:	Motion Carried

5. **Resolution No. 21-004:** Adopting the Five-Year Capital Improvement Program for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021 (3rd Public Hearing)

Mayor DeVries opened the public hearing on Resolution No. 21-004.

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies.

Mr. Eric Anderson testified in favor of the funds spent on the Golf Course.

Seeing no one else come forward and hearing no objection from Council, Mayor DeVries closed the public hearing.

Primary Amendment #1: To Amend the 2021 Capital Improvement Plan with the Following Changes:

- New Garbage Truck - \$352,000.00**
- Police Radios - \$67,433.00**
- Police Vehicle Annual Replacement - \$50,000.00**
- Golf Course Golf Carts - \$10,000.00**
- Golf Course Infrastructure - \$15,000.00**
- Roads Sander Truck with Plow Blade - \$275,000.00**
- Water Reservoir Repair - \$75,000.00**
- Water/Sewer Lift Station & Pumps - \$50,000.00**
- Avigation Easement Phase II - \$15,000.00**
- Tie Down Spaces w/Aircraft Outlets - \$25,000.00**

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve Resolution No. 21-004, as Amended

Vote:	Unanimous
Action:	Motion Carried

6. **Resolution No. 21-005:** Adopting a Budget for the City of Palmer, Alaska for the Fiscal Year Beginning January 1, 2021, and Ending December 31, 2021, and Appropriating Monies (3rd Public Hearing)

Mayor DeVries opened the public hearing on Resolution No. 21-005. Seeing no one come forward and hearing no objection from the Council, Mayor DeVries closed the public hearing.

Mayor DeVries called a recess at 8:39 p.m. and reconvened the meeting at 8:45 p.m.

City Manager Moosey provided the staff report and fielded questions from Council.

Primary Amendment #1: To Amend the 2021 Budget to Include the Purchase of a New Solid Waste Truck in the Solid Waste Fund

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried

Primary Amendment #2: To Amend the 2021 Budget to Reflect Allocations in the Approved 2021 Capital Improvement Plan Additions from the General Fund to Reflect \$392,433.00 to Fund 09 General Capital Improvement Plan Equipment and \$25,00.00 to Fund 15 Golf Course Capital Improvement Plan

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried

Vote on Motion: To Approve Resolution No. 21-005, as Amended

Vote:	Unanimous
Action:	Motion Carried

G. NEW BUSINESS

1. **Resolution No. 20-032:** Identifying the City of Palmer’s Capital Project Priorities for State, Federal and Other Interested Parties Funding

City Manager Moosey provided the staff report and fielded questions from Council.

Main Motion: To Approve Resolution No. 20-032

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried

2. **Action Memorandum No. 20-085:** Approving a Council Community Grant in the Amount of \$3,500.00 to Frank Koloski for the Rodeo Alaska

Main Motion: To Approve Action Memorandum No. 20-085

Moved by:	Combs
Seconded by:	Valerius

Primary Amendment #1: Move to Add \$1,000.00 to Grant Amount

Moved by:	Combs
Seconded by:	Valerius
Vote:	6 Yes/1 No (Best)
Action:	Motion Carried

Main Motion: To Approve Action Memorandum No. 20-085, as Amended

Vote:	6 Yes/1 No (Best)
Action:	Motion Carried

3. **Action Memorandum No. 20-086:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection to Liquor License No. 5032 for Arkose Brewery, Located at 650 E. Steel Loop

Main Motion: To Approve Action Memorandum No. 20-086

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

4. **Action Memorandum No. 20-081:** Confirming the Mayor’s Nomination of Joyce Momarts and Jeff Helmericks for Appointment to the Airport Advisory Commission with Terms Ending December 31, 2023

Mayor DeVries fielded questions from the Council.

Main Motion: To Approve Action Memorandum No. 20-081

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

5. **Action Memorandum No. 20-082:** Confirming the Mayor’s Nomination of Barbara Hunt and Ronalee Moses for Appointment to the Board of Economic Development with Terms Ending December 31, 2023
6. **Action Memorandum No. 20-083:** Confirming the Mayor’s Nomination of Lisa Albert-Konecky, Joseph Parreira III, and Gladys Mosher for Appointment to the Parks and Recreation Advisory Board with Terms Ending December 31, 2023
7. **Action Memorandum No. 20-084:** Confirming the Mayor’s Nomination of Lizabeth Jackson, Pamela Melin and Linda Combs for Appointment to the Planning and Zoning Commission with Terms Ending December 31, 2023

Mayor DeVries asked for objections to combining Action Memorandum No. 20-082, Action Memorandum No. 20-083, and Action Memorandum No. 20-084. Hearing no objection from the Council, Mayor Devries announced these items would be heard collectively.

Main Motion: To Approve Action Memorandum No. 20-082, Action Memorandum No. 20-83, and Action Memorandum No. 20-084

Moved by:	Best
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried

8. **Action Memorandum No. 20-087:** Approving the Cancellation of the December 8 and 22, 2020, Regular Council Meetings

Main Motion: To Approve Action Memorandum No. 20-087

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried

H. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported 2021 5 Year Capital Improvement Plan and 2021 City Budget Resolution Amendments were Items Placed on the Table.

I. AUDIENCE PARTICIPATION

Mr. Eugene Carl Haberman testified on the public process and rights for the public to address policies and procedures.

Ms. Gladys Moser spoke in favor of Ordinance No. 20-016.

Mr. Mike Chmielewski thanked Council for making a balanced budget for 2021.

J. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

K. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 9:43 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A continued special meeting of the Palmer City Council was held on November 25, 2020, at 5:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 5:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrina Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney (participated telephonically)
Norma I. Alley, MMC, City Clerk	Kara Johnson, Deputy City Clerk

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

E. AUDIENCE PARTICIPATION

F. Public Hearing

1. **Ordinance No. 20-016:** Enacting an Emergency Mask or Face Covering Mandate

City Clerk Alley, Deputy Clerk Johnson and City Manager Moosey read written testimony into the record (see official meeting packet for written testimony).

Council Member Carrington joined the meeting at 5:05 p.m.

Mayor DeVries called a recess at 6:30 p.m. and reconvened the meeting at 6:35 p.m.

Mayor DeVries called a recess at 8:20 p.m. and reconvened the meeting at 8:34 p.m.

Mayor DeVries called a recess at 10:22 p.m. and reconvened the meeting at 10:39 p.m.

Main Motion: Move To Continue the Council Meeting Until Midnight

Moved by:	Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried

Motion to Continue: Move to Continue Public Hearing on December 4, 2020, at 4:00 p.m.

Moved by:	Best
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried

At 11:54 p.m. the Mayor recessed the meeting, for continuation, until Friday, December 4, 2020, at 4:00 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A continued special meeting of the Palmer City Council was held on December 4, 2020, at 4:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 4:00 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrena Combs, Deputy Mayor
Julie Berberich (participated telephonically)	Brian Daniels
Richard W. Best (participated telephonically)	Jill Valerius (participated telephonically)
Steve Carrington (participated telephonically)	

Staff in attendance were the following:

John Moosey, City Manager	Kara Johnson, Deputy City Clerk
Michael Gatti, City Attorney (participated telephonically)	

City Clerk Alley was absent and excused.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

E. AUDIENCE PARTICIPATION

F. Public Hearing

1. **Ordinance No. 20-016:** Enacting an Emergency Mask or Face Covering Mandate

Deputy Clerk Johnson and City Manager Moosey read written testimony into the record (see official meeting packet for written testimony).

Council Member Berberich left the meeting at 4:40 p.m. Council Member Berberich joined the meeting at 4:42 p.m.

Mayor DeVries called a recess at 6:29 p.m. and reconvened the meeting at 6:40 p.m.

Council Member Best joined the meeting at 6:41 p.m.

Mayor DeVries called a recess at 8:25 p.m. and reconvened the meeting at 8:35 p.m.

Council Member Best joined the meeting at 8:42 p.m.

Main Motion: To Approve Ordinance No. 20-016

Moved by:	Combs
Seconded by:	Daniels

Primary Amendment #1: To Replace the Word "shall" to "may" in Section 5

Moved by:	Daniels
Seconded by:	Combs
Vote:	4 Yes/3 No (Best, Carrington, DeVries)
Action:	Motion Carried

Vote on Motion: To Approve Ordinance No. 20-016, as Amended

Vote:	3 Yes/4 No (Best, Carrington, Combs, DeVries)
Action:	Motion Failed

G. RECORD OF ITEMS PLACED ON THE TABLE

Deputy Clerk Johnson reported written public testimony were Items Placed on the Table.

H. COUNCIL MEMBER COMMENTS

No direction given to staff for legislation to be placed on a future agenda.

I. ADJOURNMENT

With no further business before the Council, the meeting adjourned at 11:00 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



MATANUSKA-SUSITNA BOROUGH
Planning and Land Use Department
Planning Division

350 East Dahlia Avenue • Palmer, AK 99645
Phone (907) 861-7822
www.matsugov.us

December 15, 2020

Edna DeVries, Mayor
Sebrena Combs, Deputy Mayor
Julie Berberich, Council Member
Richard Best, Council Members

Steve Carrington, Council Member
Brian Daniels, Council Member
Jill K. Valerius, Council Member

RE: 2024 Arctic Winter Games – Request to Partner

Dear Mayor DeVries and Palmer City Council Members,

The Matanuska-Susitna Borough (MSB) may be applying, pending Assembly approval, to be the host community for the 2024 Arctic Winter Games, typically held in the spring.

Since 1970, the Arctic Winter Games has been held every two years, bringing over 2,000 youth from Alaska, Russia, Greenland, and Canada together for a week-long event to compete in twenty-one individual sports, including cross-country and alpine skiing, snowboarding, volleyball, hockey, speed skating, figure skating, gymnastics, and Dene Games. The Games are essentially the youth Olympics of the Arctic. The Games also provide the host community the opportunity to showcase its world-class recreational facilities, and for visitors to explore all that our local businesses have to offer while they attend the Games, giving a boost to the economy.

To prepare a thoughtful and thorough bid proposal and successfully host the Games, the MSB will rely on community partnerships to guide our efforts. We would like to invite the city of Palmer to partner with us on this event.

Hosting the week long Games includes planning for the care, comfort, transportation, and meals for 2000 + visiting athletes and their chaperones, hosting the opening and closing ceremonies and cultural events, organizing 21 sporting events, and offering athletes, visitors and the media, the opportunity to experience our unique community. Partnering with the cities will be essential to hosting the Games, as many of your facilities will be needed as event and Games locations. We also recognize that hosting the Games will have a significant and positive impact on the local economy. In addition to the athletes, well over 1000 + visitors will attend the Games and they will be eating, shopping, staying, and playing in and around the community for the duration of the Games.

Please consider this letter a formal request for partnership. We hope you will agree that it

is a wonderful event to bring to our community and that it will have a positive impact on our local youth, our economy, and our community.

Staff from our Planning Department would welcome the opportunity to offer a brief presentation about the Arctic Winter Games at an upcoming city council meeting if that would help with your decision.

The MSB will be submitting our Bid Proposal to the Assembly on Feb 2, 2021. We hope we will be able to include a resolution of support from the council as a partner in our packet.

Sincerely,

Kim Sollien, Planning Services Manager

cc: John Moosey, Palmer City Manager
Mayor Halter
Mike Brown, MSB Manger
George Hays, Deputy Manager
Russ Krafft, Director of Purchasing

A winter landscape featuring a sunset over a frozen lake. The sun is low on the horizon, casting a golden glow across the sky and reflecting on the ice. The foreground is covered in snow with long shadows cast by bare trees and bushes. The background shows a line of trees and a few buildings under a cloudy sky.

MAT-SU BOROUGH 2024

Arctic Winter Games

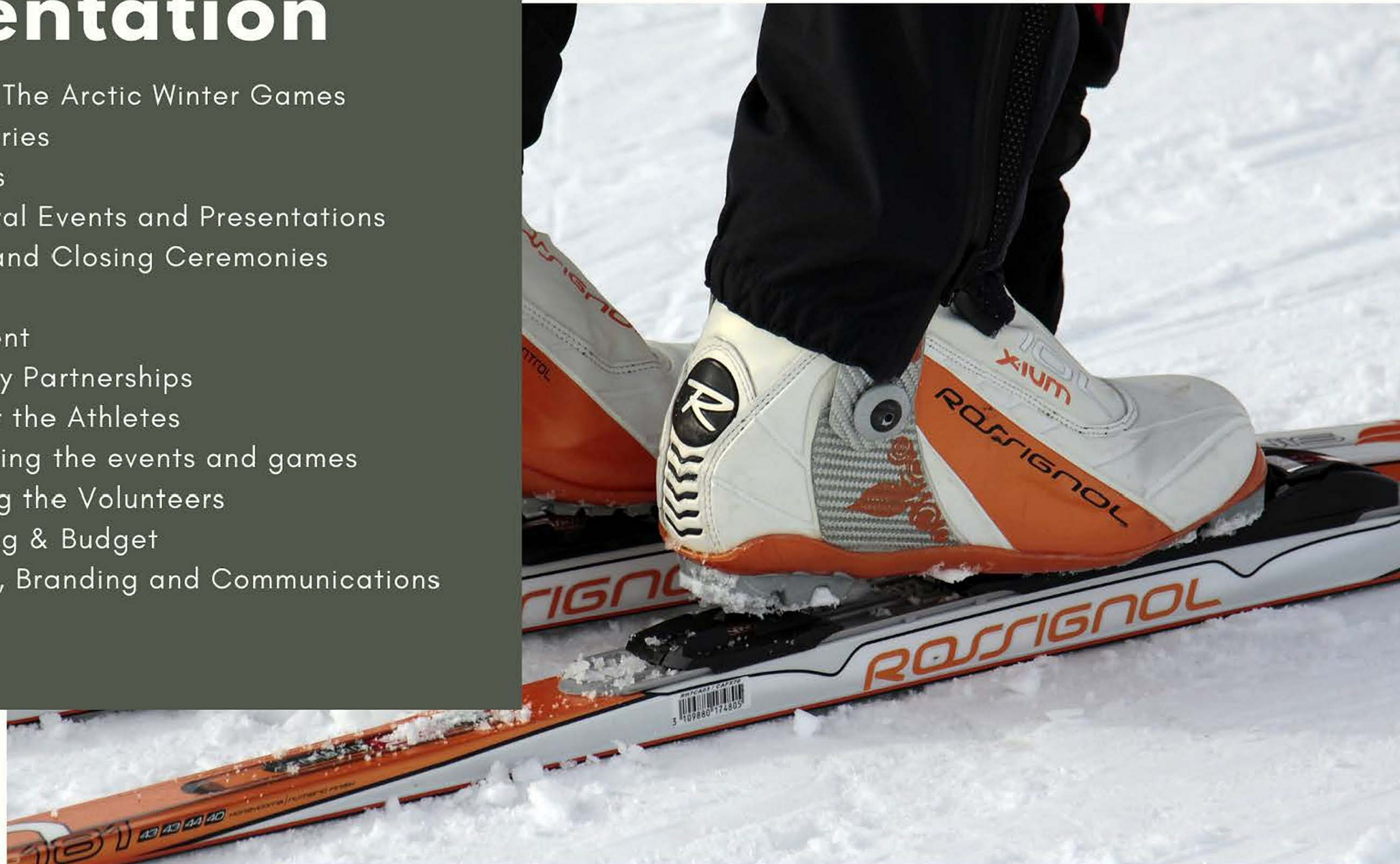
Presentation

Introduction to The Arctic Winter Games

- The Countries
- The Sports
- The Cultural Events and Presentations
- Opening and Closing Ceremonies

Hosting the Event

- Community Partnerships
- Caring for the Athletes
- Coordinating the events and games
- Organizing the Volunteers
- Fundraising & Budget
- Marketing, Branding and Communications



“

youth teams from
**USA, Canada, Greenland,
Norway, Sweden,
Finland, and Russia**



ARCTIC WINTER GAMES

**IS COMPRISED OF 21 SPORTS, IN FOUR CATEGORIES:
TRADITIONAL SPORTS, NORDIC SPORTS, INDOOR
SPORTS, AND ICE SPORTS.**



ALPINE SKIING

Consists of four events: slalom, giant slalom, parallel slalom, and a team event.

HOCKEY

Competitions are held in three age categories: Junior Female, Midget Male and Bantam Male.





ARCTIC SPORTS

Events include the One-Foot High Kick, Two-Foot High Kick, Alaskan High Kick, Kneel Jump, Sledge Jump, Triple Jump, Arm Pull, Airplane, One Hand Reach, Head Pull and Knuckle Hop.

ARCHERY

Presentations are communication tools that can be demonstrations, lectures, speeches, reports, and more.





BADMINTON

Competition categories at the Arctic Winter Games include singles, doubles and mixed doubles. Competition begins with round-robin play, followed by a medal round among the top-ranked players.

BASKETBALL

Play begins with a round-robin tournament followed by a medal round based upon the final rankings in round-robin play.





BIATHLON SKI

Competition at the Arctic Winter Games consists of four events: interval start, mass or pursuit start, relay and a sprint event for males and females in two age categories: Junior and Juvenile.

BIATHLON SNOWSHOE

The snowshoe biathlon races are the same as ski biathlon except that the overall distances are shorter and the penalty lap is shorter.





CROSS-COUNTRY SKIING

Competition consists of four events: interval start, mass start, relay and sprint for each athlete.

CURLING

Teams take turns sliding heavy, polished granite stones down the ice towards the target (called the house).





DENE GAMES

Dene Games events include: finger pull, snowsnake, stick pull, hand games (team) and pole push (team). There is also an all-round event, with Ulus awarded based on top combined scores for the three individual events.

FIGURE SKATING

Athletes go for the gold Ulu by performing a combination of spirals, jumps, spins and rotations in the air all the while maintaining balance and control.





FUTSAL

Futsal is a fast-paced and exciting variation of indoor soccer played between two teams of five players each, one of whom is the goalkeeper.

GYMNASTICS

Gymnastics consists of four events: vault, uneven bars, beam, and floor.





SNOWBOARDING

Consists of three events: banked slalom, slopestyle, and boardercross, with Ulus awarded for individual events as well as a combined individual ranking.

SNOWSHOEING

Consists of four events: long distance, short/middle distance, relay and a combined event consisting of three shorter distances on a track, for a combined total of 20 gold ulus to be awarded in four classes; junior and juvenile, male and female.





SPEED SKATING

Speed Skating is one of the fastest sports featured in the Arctic Winter Games. Speed Skating has two age categories: Junior and Juvenile for both male and female competitors. A team consists of up to 16 athletes and two coaches.

TABLE TENNIS

Table Tennis competition at the Arctic Winter Games includes singles, doubles and a team event. Individual competition begins with round-robin play, followed by a medal round among the top-ranked players and the team event follows the same model.





VOLLEYBALL

Volleyball is a team sport in which two teams of six players are separated by a net suspended in the air. Each team tries to score points by grounding a ball on the other team's court under organized rules, which are quite extensive.

WRESTLING

Wrestling is one of the world's oldest sports. The origins were discovered in cave drawings in France from more than 15,000 years ago.





DOG MUSHING - MAYBE

Both the dogs and mushers are athletes as they work together to travel their given distance in the least amount of time. This combined athleticism is built upon a strong connection between the musher and animal, where both depend on each other to travel the race course well.

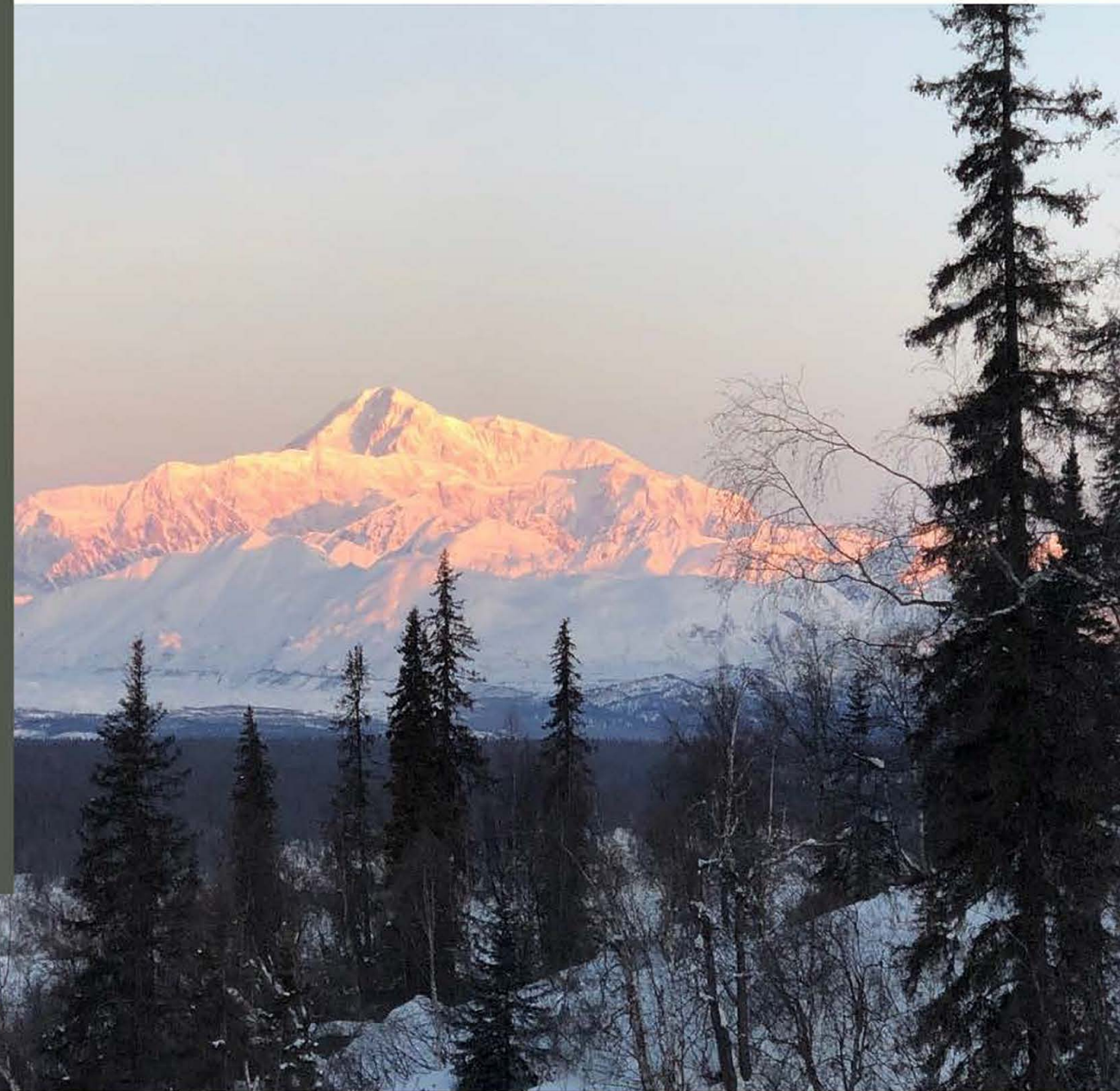
Cultural Programs & Opening Ceremonies

The Cultural Program & Ceremonies of the Arctic Winter Games will be a celebration of northern culture featuring youth, community and professional artists from the circumpolar north who will gather for learning, collaboration and presentation to an audience comprised of residents, athletes and their supporters, and visitors to the Games.



Bid Process

- Caring for the Athletes
- Community Partnerships
- Coordinating the events and games
- Organizing the Volunteers
- Marketing, Branding, and Communications
- Fundraising



Host Society Development and Obligations

PARTNERSHIP COMMITMENT

A local NGO will need to step up and fill the role of host society.

COORDINATE EVENTS & ACTIVITIES

Schedule all the 21 sporting events, organize officials, volunteers, awards etc...

FUNDRAISING, MARKETING AND COMMUNICATIONS

To seek out state and private grants, solicit funds from local governments, and secure business sponsorships.

CARE, LODGING, AND FEEDING

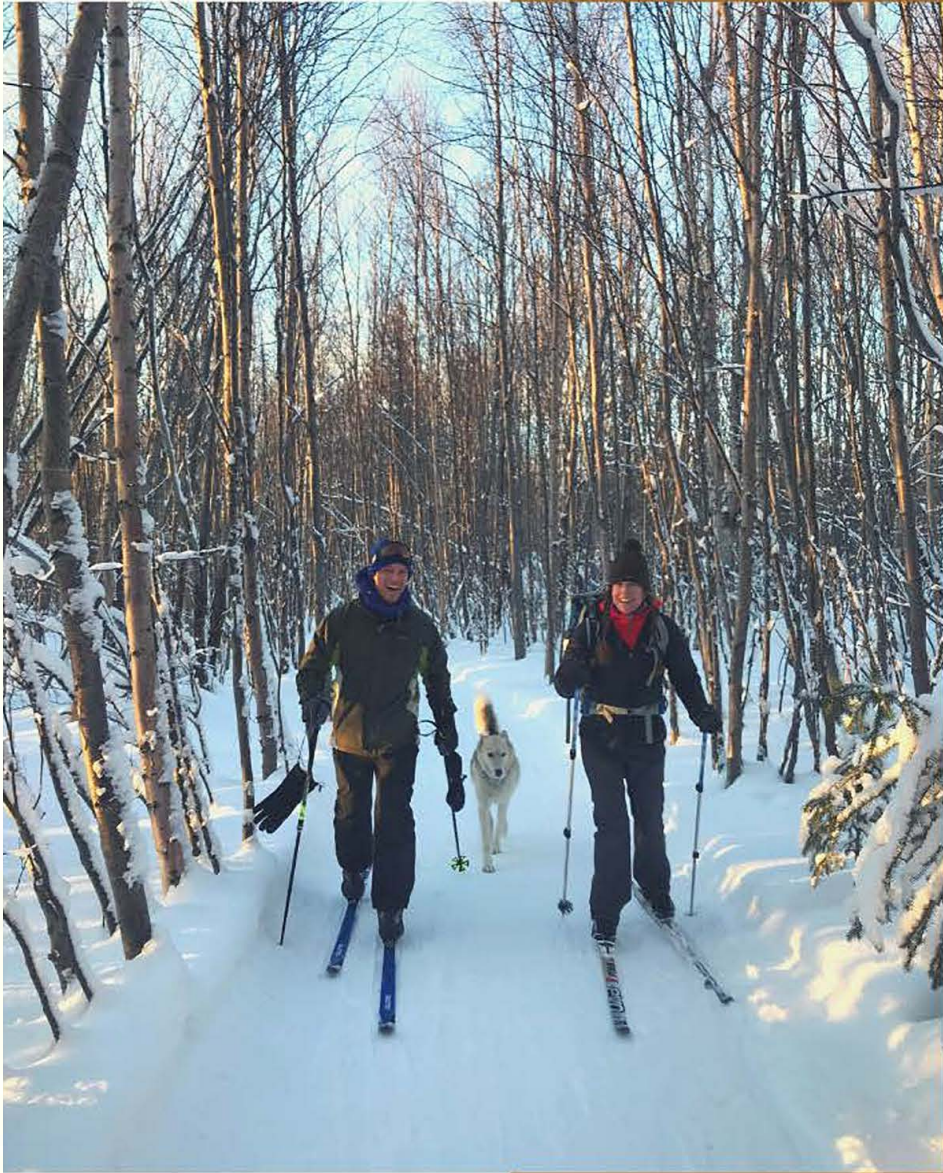
We will need to provide lodging, meals and entertainment to athletes, coaches and special guests at the athlete villages (schools and community centers).

TRANSPORTATION TO EVENTS

We will need to provide bus services to athletes throughout the week and offer shuttle services to events.

SAFETY AND MEDICAL SERVICES

Security at athlete villages and events plus access to onsite medical support.



Economic Benefits

HOW MANY PEOPLE WILL ATTEND THE GAMES?

3000 athletes and coaches, 500 media professionals, 300 volunteers and lots of local people

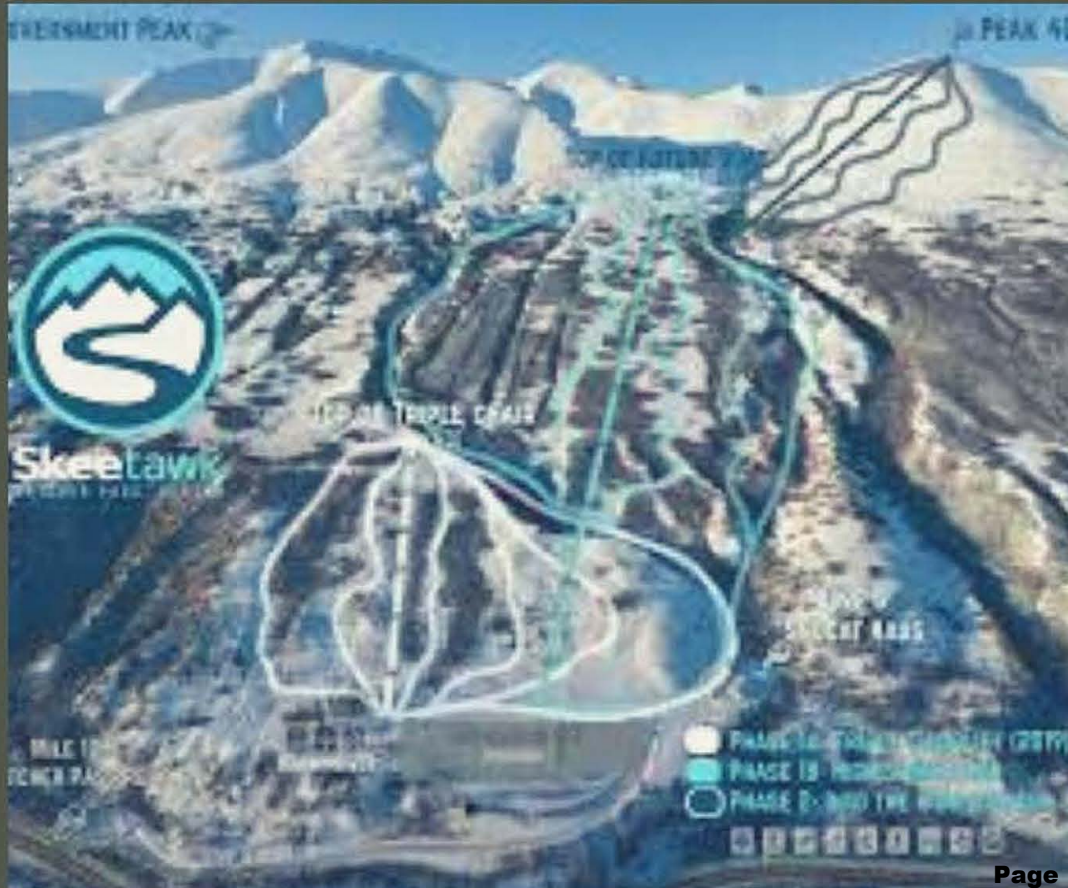
A BIG BOOST FOR LOCAL BUSINESSES

**4,000 people for
a week eating,
shopping,
staying, playing
and exploring**

LEGACY BENEFIT

Improvements to MSB facilities

Mat-Su Facilities to Share and Celebrate



- SETTLERS BAY COASTAL PARK
- GOVERNMENT PEAK RECREATION AREA
- GLENN MASSEY THEATRE
- MENARD SPORTS CENTER
- BRETT MEMORIAL ICE ARENA
- SKEETAWK
- LOCAL SCHOOLS
- LOCAL PARKS AND TRAILS
- THE CITIES OF PALMER AND WASILLA

Draft Budget \$6,500,000

ADMINISTRATION, FUNDRAISING,
VOLUNTEER MANAGEMENT
\$2,000,000

CARE AND COMFORT
\$1,250,000

MARKETING AND PROMOTION
\$1,000,000

SPORT EVENTS
\$1,000,000

CULTURE, CEREMONIES & LEGACY
\$1,000,000

IT AND COMMUNICATIONS
\$300,000



The State of Alaska

\$2,000,000

MSB start-up +

\$250,000

Fairbanks Arctic Winter Games

\$50,000

And

- Asks from the Cities of Palmer and Wasilla
- Grants from Local Foundations
- Donations cash and in-kind
- Merchandise sales
- Admissions



MSB Responsibilities

SUPPORT THE HOST SOCIETY



PREPARE THE BID

Hosting the games requires an application that details how we plan to host the games and complete all requirements

SUPPORT THE COORDINATION OF FACILITIES, PARTNERSHIPS & LOGISTICS

Cultural Events, Lodging, Sporting events, Transportation, Food, Entertainment

PROVIDE FINANCIAL SUPPORT

If the Host Society can't raise all the necessary funds to host the games, the MSB is responsible for covering the costs.



THE BID PACKAGE DUE JANUARY 15TH

Partnerships: MSB Planning, Emergency Services, Land Management, CVB, MSBSD, City of Palmer and Wasilla, Chambers, Athletic clubs and more



Questions ?

**City of Palmer
Ordinance No. 21-0XX**

Subject: Amending Palmer Municipal Code Title 17.08 definitions, Palmer Municipal Code 17.28 Commercial Limited and 17.32 Commercial General, and Enacting 17.XX Palmer Commercial Land Use Matrix

Agenda of: January 12, 2020

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

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

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

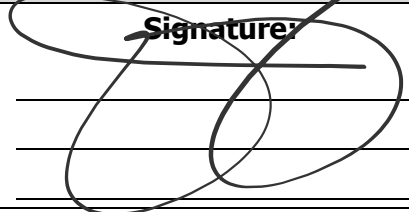
- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: *Amie Davis*

Approved for Presentation By:

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

Attachment(s):

- 1. Ordinance No. 21-0XX
- 2. PMC 17.28 Limited Commercial District & PMC 17.32 General Commercial Edits
- 3. Planning and Zoning Minutes of September 17, 2020

Summary Statement/Background:

Palmer City Council requested the Palmer Planning and Zoning Commission (P & Z) conduct a comprehensive review of title 17, land use. P & Z performed this review over a two-year period, studying similar communities, current land use techniques, and incorporation of a land use matrix.

The goal of the amended commercial districts is:

- 1. To promote opportunities for investment and reinvestment by allowing a more compatible use of land. Through the appropriate land use regulations and uniformity of code.
- 2. To promote transportation corridors in the City through motorized and nonmotorized access and beautification improvements.
- 3. To encourage economic opportunities through sound land use practices.
- 4. To promote land use flexibility to encourage quality, scale, and character of development consistent with Palmer’s existing or planned uses.

The proposed amendments to the commercial district are to promote the vitality and compatible values of the commercial districts. The amendments are designed to promote flexibility of allowable land use activities within different commercial land use districts. New and innovative land use can be evaluated based on intent of commercial zoning districts and their impacts. This will allow for innovative and responsiveness to new activities to be considered. Current code does not allow for activities to be considered if they are not specifically permitted within the zoning district.

Amendments propose to define and place conditions on the use of Conex and storage buildings within Commercial General and Commercial Limited.

The adoption of the City of Palmer commercial land use matrix should be more convenient for citizens to understand land use and their appropriate zoning district. Land uses are organized by district to allow a discernable comparison by zoning district.

Accessory and temporary buildings are defined allowing for differentiation of occupancy requirements.

Administration’s Recommendation:

Adopt Ordinance No. 21-0XX

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: January 12, 2021
Public Hearing: January 12, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 21-0xx

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Title 17.08 definitions, Palmer Municipal Code 17.28 Commercial Limited and 17.32 Commercial General, and Inserting 17.xx Palmer Commercial Land Use Matrix

WHEREAS, the Planning and Zoning Commission proposes and recommends text amendments as necessary to Title 17, Zoning to ensure that the regulations and standards are applicable to the current needs of the community, and;

WHEREAS, the Commission has reviewed and proposed amendments to Palmer Municipal Code Chapter 17.28 and 17.32 for the promotion of Palmer’s unique character and general welfare, and;

WHEREAS, the Commission has reviewed and discussed the City of Palmer’s commercial district comparing it to other similar districts and has drafted code language to allow for the establishment of other compatible land uses, and;

WHEREAS, the Commission has determined there is a need to expand opportunities for development activities through sound land use principals and projects that contain a compatible mix of commercial and residential uses.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 17.08 Definitions is hereby amended to include amendments as follows (new language is underlined, and deleted language is stricken):

17.08.xxx Accessory Use.

Are uses of land that are found on the same parcel as the principal use but are subordinate and incidental. Accessory uses may be less subordinate and incidental by floor space devoted to use, economic importance of the use to operation, the number of customers/visitors, and whether the accessory use serves the purpose of the principal use.

Section 4. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Conex.

Conex – A large, steel-reinforced reusable container principally used for intermodal shipping of cargo and equipment.

Section 5. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Brewery.

A brewery is duly licensed by the state of Alaska, where beer is manufactured and bottled or barreled for sale.

Section 6. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Building, Temporary.

Temporary “building” means a building or structure not on a permanent foundation, is capable of being immediately moved and is an occupied structure.

Section 7. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Building, Storage.

Storage “building” means a building or structure not on a permanent foundation, is capable of being moved, and is used as an accessory use to a primary use and in not occupied.

Section 8. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Caretaker Dwelling.

Caretaker dwelling unit means a permanent residence, secondary and accessory to an existing allowed use for persons employed on-site for purposes of care and protection of property, plants, animals, equipment, or other circumstances on site or on contiguous lots under the same ownership.

Section 9. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Commercial parking.

means a parking lot or parking garage that is designed, used or intended to be used for the parking of motor vehicles outside the street right-of-way. Commercial parking areas are used, rented or leased to the general public, customers or residents of development, or are provided as public parking for persons commuting to another location, such as a park-and-ride lot. This use does not include parking lots or garages which are constructed as required for another permitted use.

Section 10. Palmer Municipal Code Section 17.08.xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.08.0xx Special Event.

Any kind of public celebration or event designated by the city manager and officially authorized as a Special Event.

Section 11. Palmer Municipal Code Chapter 17.xx.0xx Palmer Commercial Land Use Matrix is hereby added to read as follows (new language is underlined and deleted language is stricken):

**Proposed
City of Palmer
Commercial Land Use Matrix**

Commercial - Retail	CBD Overlay	C-L	C-G	BP	I	P	A
Large retail establishment (+20000)			P				
Automobile sales			P	P	P		
<u>Airplane, Boat, motorcycle, ATV, recreational vehicle sales and service</u>			<u>P</u>	<u>P</u>	<u>P</u>		
Building Materials			P	P	P		C
Garden & Farm supplies		C	P	P	P		P
Convenience store (Neighborhood Grocery)	P	P	P				
<u>Renewable energy sales and service</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
<u>Bicycle sales and service</u>	<u>P</u>	<u>P</u>	<u>P</u>				
<u>Office supplies, home and office sale and service</u>	<u>P</u>	<u>P</u>	<u>P</u>				
<u>Telecommunication sales and service</u>	P		P	P	P		
Tire Sales and Service, auto parts and accessory sales	P		P	P	P		
Liquor Sale	P	C	P				
Sporting-goods store, Hunting apparel, camping, firearms, archery and accessory	P		P	P			
<u>Flea Market – indoor</u>			<u>P</u>	<u>P</u>	<u>P</u>		
<u>Butcher, delicatessen sales and service</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>			
Farmers Market	P	P	P				P
Apparel, shoe, clothing	P	P	P				
<u>Artisan sales and service – art, jewelry, collectibles</u>	P	P	P	P	P		P
General - Book, stationary, video, art supply, hobby, toy, game, fabric, floral, accessor, gift	P	P	P				
Pet shops			P	P	P		P
Auction	P		C	P	P		
<u>Collectibles – Antique, 2nd Hand, Thrift</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>C</u>			<u>P</u>
<u>Marijuana – Retail</u>							
<u>Marijuana – Cultivation</u>							
<u>Marijuana – Product Manufacturing</u>							
<u>Marijuana – Testing Facility</u>							
Retail fuel, gas, propane		C	P	P	P		
Home accessory – carpet, blinds, cabinets, or other similar	P	P	P	P	P		<u>P</u>

Education / Training	CBD Overlay	C-L	C-G	BP	I	P	A
Elementary						P	
Secondary						P	
Trade, College / University	C		<u>C</u>	P	P	P	
Boarding			<u>C</u>				
Beauty, art, dancing, drama, modeling, photography, or similar	P	<u>P</u>	P	P			
On-line	P	<u>P</u>	<u>P</u>				

Food Service	CBD Overlay	C-L	C-G	BP	I	P	A
Bakery, coffee Shop	P	P	P	<u>P</u>	<u>P</u>		
Brewery	P				P		P
Itinerant vendors	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Microbrewery, Brewpub, winery, distillery, artesian brewing	P		P	<u>P</u>	<u>P</u>		<u>P</u>
Meat processing and smoking house	P		<u>P</u>	<u>P</u>	P		<u>P</u>
Restaurant / Cafe	P	P	P				
Restaurant / Café with drive thru	P		P				
Specialty – ice cream, candy, other similar	P	P	<u>P</u>	<u>P</u>	<u>P</u>		

Health / Veterinary	CBD Overlay	C-L	C-G	BP	I	P	A
Hospital with heliport	C		C			C	
Urgent care, medical complex	P	P	<u>P</u>				
Health practitioner - Medical, dental, eye, Psychiatrist, physical therapy or other specialty with laboratories,	P	P	<u>P</u>			P	
Pharmacy, drug	P	P	<u>P</u>				
Mental Health facility	C		C			C	C
Veterinary practice, surgery, overnight boarding, veterinary groomers	P	<u>C</u>	<u>P</u>				
Boarding Kennels ¹				P	<u>P</u>		

General Services	CBD Overlay	C-L	C-G	BP	I	P	A
Lodging – STR (see 17.89), boarding, hotel, motel,	P	<u>C</u>	P				P
Automobile, equipment rental	P		<u>P</u>	P	<u>P</u>		
Daycare – Adult, children, infants	P	P	<u>P</u>				
Commercial parking	P	<u>C</u>	<u>P</u>	<u>C</u>	<u>C</u>		
Carwash	C	<u>C</u>	<u>P</u>	<u>P</u>	P	C	
Transportation terminals	P	<u>C</u>	<u>P</u>				

Personal Care – beauty, nail, spa, tattoo, massage therapist or other similar	P	P	<u>P</u>			P	
Laundromats, dry-cleaning, laundry and linen service	P	<u>P</u>	<u>P</u>	<u>P</u>	P		
Personal services – delivery, domestic, clothing alteration,	P	P	<u>P</u>	<u>P</u>			
<u>Exercise Facilities – gyms, health, yoga, Pilates, or other similar</u>	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
Printing and Post-office and accessory activities	P	<u>P</u>	<u>P</u>				
Mini – storage – Indoor				<u>P</u>	<u>P</u>		
<u>Indoor shooting range</u>			<u>P</u>	<u>P</u>	<u>P</u>		
<u>Screen printing, sign design and construction</u>	P	<u>P</u>	P	<u>P</u>	<u>P</u>		<u>P</u>
Bingo or other games of chance	P		<u>P</u>				
Taxidermy shops sales and service (excluding large scale tanning)	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
Meat storage – individual lockers, bulk	P	<u>C</u>	<u>P</u>	P	P		<u>P</u>
Pawn shops			P				P
Entertainment – billiards, bowling, arcade or other similar	P	<u>P</u>	<u>P</u>				
Machine shop		<u>C</u>	P	P	P		
Aeronautical (outside airport boundaries)		<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
Wireless communication towers	C	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>		
Automotive repair, including autobody			P	P	P	C	<u>C</u>
<u>Radio/Television studios, music or recording studio</u>	P		P	P			
Bail bonds	P		<u>P</u>				
<u>Authorized Special Event/Activity</u>	P	<u>P</u>	<u>P</u>	P	P	P	P

Office	CBD Overlay	C-L	C-G	BP	I	P	A
Banks – alternative financial, credit unions, saving and loans, or other similar	P	P	P				
Professional – business services, insurance, real-estate, administrative, engineering, drafting, lawyers	P	P	P				
Medical	P	P	P				
Construction (excluding storage of heavy equipment)	P	P	P	P	P		
Governmental	P	<u>P</u>	<u>P</u>	P	<u>P</u>	P	

Industrial / Manufacturing	CBD Overlay	C-L	C-G	BP	I	P	A
Warehousing and Freight movement and storage			C	P	P		
Impound vehicle yards				<u>P</u>	P		
Contractor yards – Electrical, masonry, building, roofing, Industrial, Manufacturing, processing, fabrication, packaging, or assembly of goods			<u>C</u>	P	P		
Large wholesale sales				P	P		
Mining/extraction				C	C		C
Recycling, including organic, junk yards				C	<u>C</u>		C
Landfills				C	C	C	C
Meat slaughterhouse and packing, wholesale fur dealers				<u>C</u>	<u>C</u>		
Heavy vehicle and equipment sales and service					P	P	
Asphalt plant				<u>C</u>	C		

Public Assembly	CBD Overlay	C-L	C-G	BP	I	P	A
Assembly Halls – Auditorium, civic center, concert hall, performing arts center, theaters, senior, youth	P	P	<u>P</u>			P	
Humanitarian service and shelter facilities – long-term	C		<u>C</u>				
Funeral parlors and mortuaries	P		<u>P</u>				
Libraries, Museums, Art galleries,	P		<u>P</u>			P	P
Recreational Facilities – ice arena, swimming pools	P					P	
Private clubs or lodges with alcohol	P		<u>P</u>				
Private clubs or lodges without alcohol	P	<u>P</u>	P				
<u>Racetrack - non-motorized</u>				<u>C</u>	C		C
<u>Racetrack – motorized</u>						C	C
Place of worship – churches	P	<u>C</u>	<u>P</u>				P
<u>Outdoor concert venue</u>	P		<u>P</u>	<u>P</u>			
Center – youth, senior	P	P	<u>P</u>				

Recreational	CBD Overlay	C-L	C-G	BP	I	P	A
Managed open space	P	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Boat – Launch, club,			<u>P</u>		<u>P</u>	P	
<u>Shooting ranges – indoor</u>				<u>P</u>	<u>P</u>		C
<u>Shooting ranges – outdoor</u>				<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>

Campgrounds – recreational vehicle parks						C	
Golf course						<u>P</u>	P
Miniature golf	P		<u>P</u>				P
Go-cart facility			<u>C</u>				

Public / Institutional	CBD Overlay	C-L	C-G	BP	I	P	A
Courthouse						P	
Jails						P	
Playgrounds, parks, ballfields	P	<u>P</u>	<u>P</u>			P	P
Electrical distribution substations, communication huts				P	<u>P</u>	P	P
Cemeteries						C	C
Fire stations/Emergency Services	C	C	C	P	<u>P</u>	P	C
Residential	CBD Overlay	C-L	C-G	BP	I	P	A
Single-Family residence	P	P	P				P
<u>Accessory Dwelling Unit associated with a single-family residence</u>	<u>P</u>						P
Single or Multiple family dwelling as a part of a mixed-use development on and above the second floor or below the ground level of the structure	P	P	P				P
Temporary Buildings	P	P	P	P	P		P

P = Permitted Use
C = Conditional use
Blank= Not permitted

¹ Provided such an activity be conducted within a completely enclosed building, except that outdoor exercise yard may be permitted.

Section 12. Palmer Municipal Code Chapter 17.28.010 Limited Commercial District is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.28.010 Intent.

- C. All of the permitted principal uses listed in PMC 17.28.020 shall be uses conducted wholly within an enclosed building. (Ord. 10-011 § 3, 2010; Ord. 05-026 § 4, 2005; Ord. 454 § 4, 1992)
- D. All uses are defined in Palmer Use Matrix 17.xx.xxx

Section 13. Palmer Municipal Code Chapter 17.28.020 is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.28.020 Permitted uses.

Permitted principal uses in the C-L district are:

- A. ~~One single-family dwelling per lot;~~
- A. Single- or multiple-family dwellings as part of a mixed-use development, on and above the second floor or below the ground level of the structure;
- C. ~~Truck gardens, raising of bush and tree crops, flower gardening and greenhouses;~~
- D. ~~Home occupations;~~
- E. ~~Churches;~~

- F. Banks;
- G. Barber or beauty shop;
- H. Bakery shop, candy or ice cream store or delicatessen;
- I. Cafe or restaurant;
- J. Clothing, dress, or shoe store;
- K. Office building, financial and professional offices;
- L. ~~Repealed by Ord. 10-011;~~
- M. Dentist, doctor, optometrist, medical, or dental clinic;
- N. Pharmacy, dry goods, grocery, meat market or locker plant;
- O. Dry cleaner or laundromat;
- P. Clothing alterations or shoe repair;
- Q. Florist, gift shop, music store, stationery, variety store, hobby and model shop;
- R. Book, camera, luggage, jewelry or toy store;
- S. Senior citizen centers;
- T. Hospitals and homes for the elderly;
- U. Child care facilities and preschools;
- V. Special needs day care facilities;
- W. Accessory uses customarily incidental to any of the above uses. (Ord. 10-011 § 3, 2010; Ord. 05-042 § 7, 2006; Ord. 05-026 § 4, 2005; Ord. 489 § 9, 1995; Ord. 454 § 4, 1992)

Section 14. Palmer Municipal Code Section 14.28.0xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.28.0XX Compatibility of Land Uses not defined

Where a proposed use is not specifically identified by this ordinance or the ordinance is unclear as to whether the use is allowed in a particular zone, the Zoning Administrator may find, based on a finding of facts, the use is similar to another use that is permitted, allowed conditionally, or prohibited in the subject zone and apply the ordinance accordingly. Land use findings by Zoning Administrator will be based on zoning district compatibility, intensity of use, and comparison to like activities or land use. Land Use rulings that require discretion on the part of Zoning Administrator shall be confirmed by the Planning and Zoning Commission at the next regular meeting that allows due public notice.

Section 15. Palmer Municipal Code Section 14.28.0xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.28.0XX Appeal of Compatibility of Use

In the event the petitioner disagrees with the decision of the Planning and Zoning Commission they may appeal to the Palmer City Council for final city evaluation. Any subsequent appeal will be the Alaska Superior Court in Palmer, Alaska.

Section 16. Palmer Municipal Code Section 14.28.030 is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.28.030 Accessory uses.

Accessory uses in the Commercial Limited district are as follows:

- A. Dwelling units in conjunction with and accessory to the permitted use.
- B. Uses customarily incidental to the permitted use.
- C. Storage Buildings.

Development standards.

1. Building Permits. The building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
2. Signage. All signs will meet the requirements of PMC 14.

3. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
4. Site Plan. Comply with site plan standards for Title 17 PMC.
5. Size Limitations. May not exceed 400 square feet.
6. Placement shall be in rear of primary structure or use.

Section 17. Palmer Municipal Code Chapter 17.28.030 Limited Commercial District is hereby amended to read as follows (new language is underlined and deleted language is stricken):

~~17.28.030 Conditional uses.~~

~~Uses which may be permitted in the C-L district by obtaining a conditional use permit are:~~

- ~~A. Utility substations;~~
- ~~B. Funeral parlors;~~
- ~~C. Residential care facilities;~~
- ~~D. Brewpubs;~~
- ~~E. Wineries;~~
- ~~F. Public and private schools.~~

Section 18. Palmer Municipal Code Chapter 17.28.040 is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.28.040 Prohibited uses.

~~Prohibited uses and structures in the C-L district are all uses and structures not specified as permitted outright, including, for example, large retail establishments and the outside storage of heavy equipment, such as tractors, graders or trucks, used for gain. (Ord. 05-026 § 4, 2005; Ord. 606 § 4, 2004; Ord. 454 § 4, 1992~~

A. Conex storage building unless

1. Screened with 6' solid cedar fence, when placed abutting a R-1 residential use.
2. Sided with siding of similar material as that of primary structure on lot.
3. Sided or screened when abutting a nonresidential use.
4. Placement shall be in rear of primary structure.
5. Size Limitations. Shall not exceed 200 square feet.

B. Parking or storage of heavy equipment, such as tractors, graders or trucks;

C. Temporary Buildings, except when;

Development Standards.

1. Sites with on-site parking and/or drive-up facilities will require an approved driveway approach with adequate sight distance per Section.
2. Drive-up stacking. Stands with drive-up windows require three (3), eighteen (18) foot-long queuing spaces per window. Fewer spaces may be approved by the zoning administrator; provided, that a plan is submitted that shows the site has sufficient overflow areas so that traffic will not block streets, sidewalks, or parking lot circulation aisles.
3. Parking. Parking shall meet minimum PMC 17.64.
4. Building Permits. The temporary building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
5. Meet all applicable licensing.
6. Signage. All signs will meet the requirements of PMC 14.
7. Setbacks. All structures shall meet the minimum set back requirements of PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
8. Site Plan. Comply with site plan standards for title 17 PMC.
9. Size Limitations. May not exceed 700 square feet.

Section 19. Palmer Municipal Code Chapter 17.28.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.28.064 Setback requirements.

Minimum setback requirements:

A. For ground level dwelling units (except for buildings existing as of January 17, 1978, in a recognized historic district, in which case the building setback for ground level residential use shall be the existing building setback), any part of a dwelling unit and residential garages, the setbacks are:

1. Front yard, 25 feet.
2. Side yard, 15 6 feet.
3. Rear yard, 25 feet.

B. For residential uses above the ground level and nonresidential uses not abutting or immediately across an alley from an R-1 or R-1E zone, the setbacks are:

1. Front yard, none.
2. Side yard, none.
3. Rear yard, none.

D. For nonresidential uses abutting or immediately across an alley from an R-1 or R-1E zone, the setbacks are:

1. Front yard, none.
2. Side yard, 25 6 feet.
3. Rear yard, 25 feet.

The width of the alley may be included in the side or rear setback measurement. (Ord. 05-026 § 4, 2005; Ord. 627 § 5, 2004)

Section 20. Palmer Municipal Code Chapter 17.28.066 Limited Commercial District is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.28.066 Open space requirements.

A. All residential uses require a minimum of 200 square feet of open space for outdoor activities per dwelling unit. No dimension of the open space shall be less than 10 feet. This open space requirement does not apply to any building which has a footprint constructed before January 17, 1978, and which footprint has not been significantly altered.

B. Open space shall not be used for storage, driveway, vehicle or other parking, ~~above ground building utilities or services, or any structures~~ sheds (other than a fence). Open space may be used for lawn, shrubs, or trees. (Ord. 05-026 § 4, 2005; Ord. 627 § 6, 2004)

Section 21. Palmer Municipal Code Chapter 17.28.020 Limited Commercial District is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.28.068 Fencing requirements.

~~Lots abutting or immediately across an alley from any residential zone which contains four or more dwelling units or any nonresidential use shall have a six foot, six inch, solid or interlap fence on the side or sides abutting or across an alley from residential zones. The fence shall be well built, finished and maintained.~~ (Ord. 05-026 § 4, 2005; Ord. 627 § 7, 2004)

A lot, which abuts or is immediately across an ally from an R-1 or a R-1E residential zone and which contain 5 or more dwelling units or any non-residential use shall have a 6 foot solid or inter-lap fence on the side or sides abutting or across an ally from the lower density residential zones. The fence shall be well built, finished and maintained.

Section 22. Palmer Municipal Code Chapter 17.32.010 Limited Commercial District is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.32.010 Intent.

The C-G district is established as a district in which the principal use of land is for commercial enterprises to provide for commercial enterprises which serve the needs of a large population and a large land area, and to provide a centralization of service by allowing heavier uses. (Ord. 05-027 § 3, 2005; Ord. 454 § 4, 1992)

A. All uses are defined in Palmer Use Matrix 17.xx.xxx

Section 23. Palmer Municipal Code Chapter 17.32.020 is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.32.020 Permitted uses.

Permitted principal uses in the C-G district are:

A. Any use permitted in the limited commercial district; (Mixed Residential Use)

- ~~2. Motels, hotels;~~
- ~~3. Bar, cocktail lounge, liquor and beer sales, including brewpubs and wineries;~~
- ~~4. Drive-in cafe or restaurant;~~
- ~~5. Private club of fraternal, religious or philanthropic associations and union hall;~~
- ~~6. Home appliance, electrical or electronic equipment, instrument, medical appliance, office equipment, plumbing equipment and store fixture sales, service and repair;~~
- ~~7. Hardware store, general merchandise, pet shop;~~
- ~~8. Surplus or secondhand store, pawnshop;~~
- ~~9. Department store, furniture and household goods, sales and repairing, glass and mirror sales, paint, flooring;~~
- ~~10. Tailor shop or furriers;~~
- ~~11. Blueprinting and photo-stating, engraving, photo-developing, print shop, publishing, rubber stamp or sign painting;~~
- ~~12. Beauty or business college and studio or school of art, design, dancing, drama, modeling or photography;~~
- ~~13. Collection or employment agency, janitor service, taxi or vending machines;~~
- ~~14. Dental laboratory, funeral parlor, mattress repairing, taxidermy or upholstering;~~
- ~~15. Telegraph or telephone office or travel agency;~~
- ~~16. Radio and TV studios;~~
- ~~17. Veterinarian clinic, except no boarding of animals;~~
- ~~18. Nursery and Christmas tree sales;~~
- ~~19. Billiard hall, bowling alley or theater;~~
- ~~20. Utility substation;~~
- ~~21. Motorcycle, boat and bicycle sales, parts and service;~~
- ~~22. Auto parts;~~
- ~~23. Service station, tire sales and service, battery sales;~~
- ~~24. Automobile and farm machinery sales; provided, that any open area used for the incidental repair of automobiles or farm machinery is located not less than 70 feet from the front lot line nor less than 25 feet from any other street line, unless such incidental repair is conducted and wholly confined within a building;~~
- ~~25. Garages including automobile repairing, painting, body and fender, or upholstering if all operations are conducted wholly within a completely enclosed building. If adjoining any R district, it shall have no openings other than stationary windows facing the R district;~~
- ~~26. Recreational vehicle and units, modular housing units, mobile homes, trailer repair and supporting parts and accessory sales; provided, that any open area used for the incidental repair of boats, automobiles, recreational vehicles and units, modular housing units, and mobile homes and trailers is located no less than 70 feet from the front lot line nor less than 25 feet from any other street line, unless such incidental repair is conducted and wholly confined within a building;~~
- ~~27. Tool and light equipment rental;~~
- ~~28. Large retail establishments;~~
- ~~29. Accessory uses customarily incidental to any of the above uses.~~

Section 24. Palmer Municipal Code Section 14.32.0xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.32.0XX Compatibility of land uses not defined

Where a proposed use is not specifically identified by this ordinance or the ordinance is unclear as to whether the use is allowed in a particular zone, the Zoning Administrator may find the use is similar to another use that is permitted, allowed conditionally, or prohibited in the subject zone and apply the ordinance accordingly. Land use findings by Zoning Administrator will be based on zoning district compatibility, intensity of use, and comparison to like activities or land use. Land use rulings that require discretion on the part of Zoning Administrator shall be confirmed by the Planning and Zoning Commission at the next regular meeting that allows due public notice.

Section 25. Palmer Municipal Code Section 14.32.0xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.32.0XX Appeal of compatibility of land use

In the event the petitioner disagrees with the confirmation of the Planning and Zoning they may appeal to the Palmer City Council for final city evaluation. Any Subsequent appeal will be the Alaska Superior Court, in Palmer Alaska.

Section 26. Palmer Municipal Code Section 14.32.0xx is hereby added to read as follows (new language is underlined and deleted language is stricken):

17.32.0xx Accessory uses.

- A. Dwelling units in conjunction with and accessory to the permitted use;
- B. Uses customarily incidental to the permitted use;
- C. Storage Buildings;
Development standards.
 - 1. Building Permits. The building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
 - 2. Signage. All signs will meet the requirements of PMC 14.
 - 3. Setbacks. All structures shall be set back according to the requirements Palmer Municipal Code; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
 - 4. Site Plan. Comply with site plan standards for Title 17 PMC.
 - 5. Size Limitations. May not exceed 400 square feet.
 - 6. Placement shall be in rear of primary structure or use.

Section 27. Palmer Municipal Code Chapter 17.32.030 Limited Commercial District is hereby amended to read as follows (new language is underlined and deleted language is stricken):

~~17.32.030 Conditional uses.~~

~~Uses which may be permitted in the C-G district by obtaining a conditional use permit are:~~

- ~~A. Laundry and linen supply service, dry cleaning businesses;~~
- ~~B. Propane or butane service;~~
- ~~C. Car washes;~~
- ~~D. Crematory;~~
- ~~E. Welding service and supplies;~~
- ~~F. Mental health facility;~~
- ~~G. Residential care facilities. (Ord. 05-027 § 3, 2005; Ord. 489 § 11, 1995; Ord. 454 § 4, 1992)~~

Section 28. Palmer Municipal Code Chapter 17.32.040 is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.32.040 Prohibited uses.

Prohibited uses and structures in the C-G district are all uses, and structures not specified as permitted outright, including:

- A. Parking or storage of heavy equipment, such as tractors, graders or trucks;
- B. Manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the retail or wholesale store or business. (Ord. 05-027 § 3, 2005; Ord. 454 § 4, 1992)

C. Conex building – unless

- 1. Screened with 6' solid cedar fence, when placed abutting a residential use.
- 2. Sided with siding of similar material as that of primary structure on lot.
- 3. Sided or screened when abutting a nonresidential use.
- 4. Placement shall be in rear of primary structure.
- 5. Size Limitations. Shall not exceed 200 square feet.

D. Temporary buildings except:

Development Standards.

- 1. Sites with on-site parking and/or drive-up facilities will require an approved driveway approach with adequate sight distance per Section.
- 2. Drive-up stacking. Stands with drive-up windows require three (3), eighteen (18) foot-long queuing spaces per window. Fewer spaces may be approved by the responsible official; provided, that a plan is submitted that shows the site has sufficient overflow areas so that traffic will not block streets, sidewalks, or parking lot circulation aisles.
- 3. Parking. Parking shall meet minimum City of Palmer parking code.
- 4. Building Permits. The temporary building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs downs and skirted with similar materials as principal siding.
- 5. Meet all applicable licensing.
- 6. Signage. All signs will meet the requirements of PMC 14.
- 7. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
- 8. Site Plan. Comply with site plan standards for title 17 PMC.

Section 29. Palmer Municipal Code Chapter 17.32.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.32.064 Setback requirements.

Minimum setback requirements:

A. For ground level dwelling units (except for buildings existing as of January 1, 1978, in a recognized historic district, in which case the building setback for ground level residential use shall be the existing building setback), any part of a dwelling unit and residential garages, the setbacks are:

- 1. Front yard, 25 feet.
- 2. Side yard, ~~15~~ 6 feet.
- 3. Rear yard, 25 feet.

B. For residential uses above the ground level and nonresidential uses not abutting or immediately across an alley from an R-1, R-1E or R-2 zone, the setbacks are:

- 1. Front yard, none.
- 2. Side yard, none.
- 3. Rear yard, none.

C. For nonresidential uses abutting or immediately across an alley from an R-1, R-1E or R-2 zone, the setbacks are:

- 1. Front yard, none.
- 2. Side yard, ~~25~~ 6 feet.
- 3. Rear yard, 25 feet.

The width of the alley may be included in the side or rear setback measurement. (Ord. 05-027 § 3, 2005; Ord. 626 § 5, 2004)

Section 30. Palmer Municipal Code Section 14.32.0xx is hereby added to read and re-lettered as follows (new language is underlined and deleted language is stricken):

17.32.066 Open space requirements.

A. All residential uses require a minimum of 200 square feet of open space for outdoor activities per dwelling unit. No dimension of the open space shall be less than 10 feet. This open space requirement does not apply to any building which has a footprint constructed before January 17, 1978, and which footprint has not been significantly altered.

B. Space that can be considered are roof tops, balconies and others similar.

~~BC.~~ Open space shall not be used for storage, driveway, vehicle or other parking, above ground building utilities or services, ~~or any structures, sheds~~ (other than a fence). Open space may be used for lawn, shrubs, or trees. (Ord. 05-027 § 3, 2005; Ord. 626 § 6, 2004)

Section 31. Palmer Municipal Code Chapter 17.32.064 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

17.32.068 Fencing requirements

Lots abutting or immediately across an alley from an R-1 or a R-1E residential zone which contain five ~~four~~ or more dwelling units or any nonresidential use shall have a six-foot, ~~six-inch~~, solid or interlap fence on the side or sides abutting or across an alley from residential zones. The fence shall be well built, finished and maintained. (Ord. 05-027 § 3, 2005; Ord. 626 § 7, 2004)

Section 32. Palmer Municipal Code Chapter 17.32.040 is hereby amended and language added to read as follows (new language is underlined and deleted language is stricken):

17.33.020 Standards for a large retail establishment permit.

B. Traffic Impacts.

1. Vehicular Access. There shall be a minimum of two primary vehicular accesses. Primary and secondary vehicular access shall be from a street designated collector or greater on the city's most recent traffic study or analysis.
2. Traffic Impact Analysis.
 - a. The developer shall submit a traffic impact analysis prepared by an engineer licensed by the State of Alaska under AS Title 8. Operational analysis and determination of level of service (LOS) for the traffic impact analysis prepared under this section must be in accordance with the Transportation Research Board's publication Special Report 209, Highway Capacity Manual (most current version). Alaska Department of Transportation highway standards for highway impact and mitigation.

Section 33. Effective Date. Ordinance No. 20-0XX shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Chapter 17.28

Limited Commercial District

17.28.010 Intent.

The C-L district is established as a district in which the principal use of land is for a combination of dwellings and commercial enterprises. The commercial enterprises are of a nature to serve the daily or frequent convenience shopping and personal service needs of residences, thus serving a population and trade area which is less than that served by the central business district. The specific intent as established for this district is:

- A. To provide buffer zone(s) between the heavy uses allowed in the general commercial area and the residential areas;
- B. To permit an intermingling of commercial structures and housing;
- C. All of the permitted principal uses listed in PMC 17.28.020 shall be uses conducted wholly within an enclosed building. (Ord. 10-011 § 3, 2010; Ord. 05-026 § 4, 2005; Ord. 454 § 4, 1992)
- D. All uses are defined in Palmer Use Matrix 17.xx.xxx

17.28.020 Permitted uses.

~~Permitted principal uses in the C-L district are:~~

- ~~A. One single family dwelling per lot;~~
- A. Single- or multiple-family dwellings as part of a mixed-use development, on and above the second floor or below the ground level of the structure;
- ~~C. Truck gardens, raising of bush and tree crops, flower gardening and greenhouses;~~
- ~~D. Home occupations;~~
- ~~E. Churches;~~
- ~~F. Banks;~~
- ~~G. Barber or beauty shop;~~
- ~~H. Bakery shop, candy or ice cream store or delicatessen;~~
- ~~I. Cafe or restaurant;~~
- ~~J. Clothing, dress, or shoe store;~~
- ~~K. Office building, financial and professional offices;~~
- ~~L. Repealed by Ord. 10-011;~~
- ~~M. Dentist, doctor, optometrist, medical, or dental clinic;~~
- ~~N. Pharmacy, dry goods, grocery, meat market or locker plant;~~
- ~~O. Dry cleaner or laundromat;~~
- ~~P. Clothing alterations or shoe repair;~~
- ~~Q. Florist, gift shop, music store, stationery, variety store, hobby and model shop;~~
- ~~R. Book, camera, luggage, jewelry or toy store;~~
- ~~S. Senior citizen centers;~~
- ~~T. Hospitals and homes for the elderly;~~
- ~~U. Child care facilities and preschools;~~
- ~~V. Special needs day care facilities;~~
- ~~W. Accessory uses customarily incidental to any of the above uses. (Ord. 10-011 § 3, 2010; Ord. 05-042 § 7, 2006; Ord. 05-026 § 4, 2005; Ord. 489 § 9, 1995; Ord. 454 § 4, 1992)~~

17.XX.0XX Compatibility of Uses not defined

Where a proposed use is not specifically identified by this ordinance or the ordinance is unclear

as to whether the use is allowed in a particular zone, the Zoning Administrator may find the use is similar to another use that is permitted, allowed conditionally, or prohibited in the subject zone and apply the ordinance accordingly. Use rulings that require discretion on the part of Zoning Administrator shall be confirmed by the Planning and Zoning Commission at the next regular meeting that allows due public notice.

17.XX.0XX Appeal of Compatibility of Use

In the event the petitioner disagrees with the confirmation of the Planning and Zoning they may appeal to the Palmer City Council for final city evaluation. Any subsequent appeal will be the Alaska Superior Court in Palmer, Alaska.

17.24.030 Accessory uses.

Accessory uses in the Commercial Limited district are as follows:

- A. Dwelling units in conjunction with and accessory to the permitted use.
- B. Uses customarily incidental to the permitted use.
- C. Storage Buildings.

Development standards.

- 1. Building Permits. The building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
- 2. Signage. All signs will meet the requirements of PMC 14.
- 3. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
- 4. Site Plan. Comply with site plan standards for title 17 PMC.
- 5. Size Limitations. May not exceed 400 square feet.
- 6. Placement shall be in rear of primary structure or use.

~~17.28.030 Conditional uses.~~

~~Uses which may be permitted in the C-L district by obtaining a conditional use permit are:~~

- ~~A. Utility substations;~~
- ~~B. Funeral parlors;~~
- ~~C. Residential care facilities;~~
- ~~D. Brewpubs;~~
- ~~E. Wineries;~~
- ~~F. Public and private schools.~~

17.28.040 Prohibited uses.

~~Prohibited uses and structures in the C-L district are all uses and structures not specified as permitted outright, including, for example, large retail establishments and the outside storage of heavy equipment, such as tractors, graders or trucks, used for gain. (Ord. 05-026 § 4, 2005; Ord. 606 § 4, 2004; Ord. 454 § 4, 1992~~

A. Connex storage building Unless

- 1. Screened with 6' solid cedar fence, when placed abutting a residential use.
- 2. Sided with siding of similar material as that of primary structure on lot.
- 3. Sided or screened when abutting a nonresidential use.
- 4. Placement shall be in rear of primary structure.
- 5. Size Limitations. Shall not exceed 200 square feet.

B. Parking or storage of heavy equipment, such as tractors, graders or trucks;

C. Temporary Buildings, except when:

Development Standards,

1. Sites with on-site parking and/or drive-up facilities will require an approved driveway approach with adequate sight distance per Section.
2. Drive-up stacking. Stands with drive-up windows require three (3), eighteen (18) foot-long queuing spaces per window. Fewer spaces may be approved by the responsible official; provided, that a plan is submitted that shows the site has sufficient overflow areas so that traffic will not block streets, sidewalks, or parking lot circulation aisles.
3. Parking. Parking shall meet minimum PMC 17.64.
4. Building Permits. The temporary building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
5. Meet all applicable licensing.
6. Signage. All signs will meet the requirements of PMC 14.
7. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
8. Site Plan. Comply with site plan standards for title 17 PMC.
9. Size Limitations. May not exceed 700 square feet.

17.28.050 Building height limit.

The maximum building height shall be 35 feet above grade. (Ord. 05-026 § 4, 2005; Ord. 454 § 4, 1992).

17.28.060 Lot area.

Repealed by Ord. 627. (Ord. 454 § 4, 1992)

17.28.062 Lot area restrictions.

Lot areas shall be subject to the following restrictions:

- A. Minimum lot width is 60 feet.
- B. Minimum lot area is 7,200 square feet.
- C. Residential square footage shall not exceed commercial square footage in a mixed-use structure. (Ord. 10-011 § 3, 2010; Ord. 05-026 § 4, 2005; Ord. 627 § 4, 2004)

17.28.064 Setback requirements.

Minimum setback requirements:

A. For ground level dwelling units (except for buildings existing as of January 17, 1978, in a recognized historic district, in which case the building setback for ground level residential use shall be the existing building setback), any part of a dwelling unit and residential garages, the setbacks are:

1. Front yard, 25 feet.
2. Side yard, ~~15~~ 6 feet.
3. Rear yard, 25 feet.

B. For residential uses above the ground level and nonresidential uses not abutting or immediately across an alley from an R-1 or R-1E zone, the setbacks are:

1. Front yard, none.
2. Side yard, none.
3. Rear yard, none.

D. For nonresidential uses abutting or immediately across an alley from an R-1 or R-1E zone, the setbacks are:

1. Front yard, none.
2. Side yard, ~~25~~ 6 feet.
3. Rear yard, 25 feet.

The width of the alley may be included in the side or rear setback measurement. (Ord. 05-026 § 4, 2005; Ord. 627 § 5, 2004)

17.28.066 Open space requirements.

A. All residential uses require a minimum of 200 square feet of open space for outdoor activities per dwelling unit. No dimension of the open space shall be less than 10 feet. This open space requirement does not apply to any building which has a footprint constructed before January 17, 1978, and which footprint has not been significantly altered.

B. Open space shall not be used for storage, driveway, vehicle or other parking, ~~above-ground building utilities or services, or any structures~~ sheds (other than a fence). Open space may be used for lawn, shrubs, or trees. (Ord. 05-026 § 4, 2005; Ord. 627 § 6, 2004)

17.28.068 Fencing requirements.

~~Lots abutting or immediately across an alley from any residential zone which contains four or more dwelling units or any nonresidential use shall have a six-foot, six-inch, solid or interlap fence on the side or sides abutting or across an alley from residential zones. The fence shall be well built, finished and maintained.~~ (Ord. 05-026 § 4, 2005; Ord. 627 § 7, 2004)

Substitute Language

A lot, which abuts or is immediately across an ally from an R-1, R-1E, R-2 residential zone and which contain 5 or more dwelling units or any non-residential use shall have a 6 foot solid or inter-lap fence on the side or sides abutting or across an ally from the lower density residential zones. The fence shall be well built, finished and maintained.

More consistent though out the other chapters.

17.28.070 Parking and landscaping.

Parking and landscaping shall meet the requirements of Chapter 17.64 PMC. (Ord. 10-011 § 3, 2010; Ord. 05-026 § 4, 2005; Ord. 454 § 4, 1992)

Chapter 17.32

Commercial General District

17.32.010 Intent.

The C-G district is established as a district in which the principal use of land is for commercial enterprises to provide for commercial enterprises which serve the needs of a large population and a large land area, and to provide a centralization of service by allowing heavier uses. (Ord. 05-027 § 3, 2005; Ord. 454 § 4, 1992)

A. All uses are defined in Palmer Use Matrix 17.xx.xxx

17.32.020 Permitted uses.

Permitted principal uses in the C-G district are:

- A. Any use permitted in the limited commercial district; (Mixed Residential Use)
- ~~2. Motels, hotels;~~
- ~~3. Bar, cocktail lounge, liquor and beer sales, including brewpubs and wineries;~~
- ~~4. Drive-in cafe or restaurant;~~
- ~~5. Private club of fraternal, religious or philanthropic associations and union hall;~~
- ~~6. Home appliance, electrical or electronic equipment, instrument, medical appliance, office equipment, plumbing equipment and store fixture sales, service and repair;~~
- ~~7. Hardware store, general merchandise, pet shop;~~
- ~~8. Surplus or secondhand store, pawnshop;~~
- ~~9. Department store, furniture and household goods, sales and repairing, glass and mirror sales, paint, flooring;~~
- ~~10. Tailor shop or furriers;~~
- ~~11. Blueprinting and photo-stating, engraving, photo-developing, print shop, publishing, rubber stamp or sign painting;~~
- ~~12. Beauty or business college and studio or school of art, design, dancing, drama, modeling or photography;~~
- ~~13. Collection or employment agency, janitor service, taxi or vending machines;~~
- ~~14. Dental laboratory, funeral parlor, mattress repairing, taxidermy or upholstering;~~
- ~~15. Telegraph or telephone office or travel agency;~~
- ~~16. Radio and TV studios;~~
- ~~17. Veterinarian clinic, except no boarding of animals;~~
- ~~18. Nursery and Christmas tree sales;~~
- ~~19. Billiard hall, bowling alley or theater;~~
- ~~20. Utility substation;~~
- ~~21. Motorcycle, boat and bicycle sales, parts and service;~~
- ~~22. Auto parts;~~
- ~~23. Service station, tire sales and service, battery sales;~~
- ~~24. Automobile and farm machinery sales; provided, that any open area used for the incidental repair of automobiles or farm machinery is located not less than 70 feet from the front lot line nor less than 25 feet from any other street line, unless such incidental repair is conducted and wholly confined within a building;~~
- ~~25. Garages including automobile repairing, painting, body and fender, or upholstering if all operations are conducted wholly within a completely enclosed building. If adjoining any R district, it shall have no openings other than stationary windows facing the R district;~~

- ~~26. Recreational vehicle and units, modular housing units, mobile homes, trailer repair and supporting parts and accessory sales; provided, that any open area used for the incidental repair of boats, automobiles, recreational vehicles and units, modular housing units, and mobile homes and trailers is located no less than 70 feet from the front lot line nor less than 25 feet from any other street line, unless such incidental repair is conducted and wholly confined within a building;~~
- ~~27. Tool and light equipment rental;~~
- ~~28. Large retail establishments;~~
- ~~29. Accessory uses customarily incidental to any of the above uses.~~

17.XX.0XX Compatibility of uses not defined

Where a proposed use is not specifically identified by this ordinance or the ordinance is unclear as to whether the use is allowed in a particular zone, the Zoning Administrator may find the use is similar to another use that is permitted, allowed conditionally, or prohibited in the subject zone and apply the ordinance accordingly. Use rulings that require discretion on the part of Zoning Administrator shall be confirmed by the Planning and Zoning Commission at the next regular meeting that allows due public notice.

17.XX.0XX Appeal of compatibility of use

In the event the petitioner disagrees with the confirmation of the Planning and Zoning they may appeal to the Palmer City Council for final city evaluation. Any Subsequent appeal will be the Alaska Superior Court, in Palmer Alaska.

17.32.30 Accessory uses.

- A. Dwelling units in conjunction with and accessory to the permitted use;
- B. Uses customarily incidental to the permitted use;
- C. Storage Buildings;

Development standards.

- 1. Building Permits. The building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
- 2. Signage. All signs will meet the requirements of PMC 14.
- 3. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
- 4. Site Plan. Comply with site plan standards for title 17 PMC.
- 5. Size Limitations. May not exceed 400 square feet.
- 6. Placement shall be in rear of primary structure or use.

17.32.030 Conditional uses.

Uses which may be permitted in the C-G district by obtaining a conditional use permit are:

- ~~A. Laundry and linen supply service, dry-cleaning businesses;~~
- ~~B. Propane or butane service;~~
- ~~C. Car washes;~~
- ~~D. Crematory;~~
- ~~E. Welding service and supplies;~~
- ~~F. Mental health facility;~~

~~G. Residential care facilities. (Ord. 05-027 § 3, 2005; Ord. 489 § 11, 1995; Ord. 454 § 4, 1992)~~

17.32.040 Prohibited uses.

~~Prohibited uses and structures in the C-G district are all uses, and structures not specified as permitted outright, including:~~

- ~~A. Parking or storage of heavy equipment, such as tractors, graders or trucks;~~
- ~~B. Manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the retail or wholesale store or business. (Ord. 05-027 § 3, 2005; Ord. 454 § 4, 1992)~~

C. Connex building – unless

1. Screened with 6' solid cedar fence, when placed abutting a residential use.
2. Sided with siding of similar material as that of primary structure on lot.
3. Sided or screened when abutting a nonresidential use.
4. Placement shall be in rear of primary structure.
5. Size Limitations. Shall not exceed 200 square feet.

D. Temporary buildings except;

Development Standards.

1. Sites with on-site parking and/or drive-up facilities will require an approved driveway approach with adequate sight distance per Section.
2. Drive-up stacking. Stands with drive-up windows require three (3), eighteen (18) foot-long queuing spaces per window. Fewer spaces may be approved by the responsible official; provided, that a plan is submitted that shows the site has sufficient overflow areas so that traffic will not block streets, sidewalks, or parking lot circulation aisles.
3. Parking. Parking shall meet minimum City of Palmer parking code.
4. Building Permits. The temporary building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs downs and skirted with similar materials as principal siding.
5. Meet all applicable licensing.
6. Signage. All signs will meet the requirements of PMC 14.
7. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
8. Site Plan. Comply with site plan standards for title 17 PMC.

17.32.050 General conditions.

All selling, dealing in or displaying of goods or merchandise by shops, stores or businesses shall be entirely conducted and located within a permanent building unless it is seasonal, promotional, special event, or otherwise specifically excepted. (Ord. 05-027 § 3, 2005; Ord. 454 § 4, 1992)

17.32.060 Building height limit.

The maximum building height shall be 50 feet above grade. (Ord. 05-027 § 3, 2005; Ord. 454 § 4, 1992)

17.32.062 Lot area restrictions.

Lot areas shall be subject to the following restrictions:

A. Minimum lot width is 60 feet.

B. Minimum lot area is 7,200 square feet.

C. Residential square footage shall not exceed commercial square footage. (Ord. 05-027 § 3, 2005; Ord. 626 § 4, 2004)

17.32.064 Setback requirements.

Minimum setback requirements:

A. For ground level dwelling units (except for buildings existing as of January 1, 1978, in a recognized historic district, in which case the building setback for ground level residential use shall be the existing building setback), any part of a dwelling unit and residential garages, the setbacks are:

1. Front yard, 25 feet.
2. Side yard, ~~15~~ 6 feet.
3. Rear yard, 25 feet.

B. For residential uses above the ground level and nonresidential uses not abutting or immediately across an alley from an R-1, R-1E or R-2 zone, the setbacks are:

1. Front yard, none.
2. Side yard, none.
3. Rear yard, none.

C. For nonresidential uses abutting or immediately across an alley from an R-1, R-1E or R-2 zone, the setbacks are:

1. Front yard, none.
2. Side yard, ~~25~~ 6 feet.
3. Rear yard, 25 feet.

The width of the alley may be included in the side or rear setback measurement. (Ord. 05-027 § 3, 2005; Ord. 626 § 5, 2004)

17.32.066 Open space requirements.

A. All residential uses require a minimum of 200 square feet of open space for outdoor activities per dwelling unit. No dimension of the open space shall be less than 10 feet. This open space requirement does not apply to any building which has a footprint constructed before January 17, 1978, and which footprint has not been significantly altered.

B. Space that can be considered are roof tops, balconies and others similar.

BC. Open space shall not be used for storage, driveway, vehicle or other parking, above ground building utilities or services, ~~or any structures,~~ sheds (other than a fence). Open space may be used for lawn, shrubs, or trees. (Ord. 05-027 § 3, 2005; Ord. 626 § 6, 2004)

17.32.068 Fencing requirements

Lots abutting or immediately across an alley from an R-1, R-1E, R-2 residential zone which contain ~~five~~ four or more dwelling units or any nonresidential use shall have a six-foot, ~~six-inch~~, solid or interlap fence on the side or sides abutting or across an alley from residential zones. The fence shall be well built, finished and maintained. (Ord. 05-027 § 3, 2005; Ord. 626 § 7, 2004)

17.32.070 Lot areas.

Repealed by Ord. 626. (Ord. 454 § 4, 1992)

**City of Palmer
Ordinance No. 21-0XX**

Subject: Amending Palmer Municipal Code Title 17 Zoning Creating a Central Business District Within Palmer Municipal Code Title 17, Zoning

Agenda of: January 12, 2021

Council Action: **Adopted** **Amended:** _____
 Defeated

Originator Information:

Originator: Brad Hanson, Director Community Development

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	<u><i>Brad Hanson</i></u>	<u>December 22, 2020</u>
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

Certification of Funds:

Total amount of funds listed in this legislation: \$ _____

- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- Not budgeted _____

Director of Finance Signature: *Amo Davis*

Approved for Presentation By:

	Signature:	Remarks:
City Manager	<u><i>[Signature]</i></u>	_____
City Attorney	_____	_____
City Clerk	_____	_____

Attachment(s):

1. Ordinance No. 21-0XX
2. Map of proposed Central Business District
3. September 17, 2020 Planning and Zoning Commission Minutes

Summary Statement/Background:

During Planning and Zoning Commission’s review of PMC Title 17, it became apparent the need to establish consistent procedures and standards for the traditional downtown within the city of Palmer. The central business district is unique and special consideration should be given due to their character, historical importance and the city’s economic well-being. The Central Business District (CBD) will assist Palmer to promote and protect the public health, safety, comfort, character, convenience and general welfare in the CBD zoning district while meeting the goals established in the comprehensive plan.

The general purpose of the Central Business District in the city of Palmer is:

1. To allow for the establishment of other appropriate uses which are determined to be compatible with the intent of the district.
2. To promote additional opportunities for investment and reinvestment by allowing higher intensity of development.
3. To promote the integrity of transportation corridors in the town through motorized and nonmotorized access and beautification improvements.
4. To expand opportunities to create high level development through sound land use practices.
5. Encouraging development and redevelopment that contains a compatible mix of residential and nonresidential uses within proximity to each other, rather than separating uses.
6. Promoting flexibility to encourage quality, scale, and character of development consistent with downtown’s existing or planned uses.

Administration’s Recommendation:

To Adopt Ordinance No. 21-0XX

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Date: January 12, 2021
Public Hearing: January 12, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 21-0XX

An Ordinance of the Palmer City Council Amending Palmer Municipal Code Title 17 Zoning by enacting 17.30 Central Business District

WHEREAS, the Planning and Zoning Commission proposes and recommends text amendments as necessary to Title 17, Zoning to ensure that the regulations and standards are applicable to the current needs of the community, and;

WHEREAS, the Commission has reviewed and determined enacting Palmer Municipal Code Chapter 17.30 Central Business District overlay zoning district can promote downtown Palmer’s unique character and general welfare, and;

WHEREAS, the Commission has reviewed and discussed Central Business Districts from other similar communities and has drafted code language to allow for the establishment of other compatible uses, and;

WHEREAS, the Commission has determined there is a need to expand opportunities to create high level development through sound land use principals, encouraging development and redevelopment that contains a compatible mix of commercial and residential uses.

THE CITY OF PALMER, ALASKA, ORDAINS:

Section 1. Classification. This ordinance shall be permanent in nature and shall be incorporated into the Palmer Municipal Code.

Section 2. Severability. If any provisions of this ordinance or application thereof to any person or circumstances are held invalid, the remainder of this ordinance and the application to the other persons or circumstances shall not be affected thereby.

Section 3. Palmer Municipal Code Section 17.08 Definitions is hereby amended to include a definition for the Central Business District as follows (new language is underlined, and deleted language is stricken):

17.08.xxx Central Business District.

Central Business District (CBD) means an overlay district created to assist Palmer to promote and protect the public health, safety, comfort, character, convenience and to encourage economic growth in the downtown core both commercially and residentially. The boundaries are those described in PMC 17.30.050 3.

Section 4. Palmer Municipal Code Chapter 17.30 Central Business District is hereby enacted to read as follows:

Sections:

- 17.30.010 Intent.
- 17.30.020 Permitted uses.
- 17.30.025 Compatibility of uses not defined
- 17.30.027 Appeal of Compatibility of use
- 17.30.028 Accessory Uses
- 17.30.030 Conditional uses.
- 17.30.040 Prohibited uses.
- 17.30.050 General provisions.

17.30.010 Intent.

The intent of this chapter is to establish consistent procedures and standards for the traditional downtown in the city of Palmer that is unique or requires additional consideration due to their character, historical importance or importance to the town's economic well-being. The overlay districts will assist Palmer to promote and protect the public health, safety, comfort, character, convenience and general welfare in the Central Business District (CBD) overlay zone while meeting the goals established in the comprehensive plan.

17.30.020 Permitted uses.

Permitted principal uses in the Central Business District (CBD) are:

- A. One single-family dwelling per lot;
 - 1. Accessory Dwelling Unit as an accessory use within the CBD.
- B. Single- or multiple-family dwellings as part of a mixed-use development on and above the second floor or below the ground level of the structure;
- C. Banks and financial services;
- D. Bars and lounges, including wineries, breweries, brewpubs and microbreweries;
- E. Business support services;
- F. Day care centers;
- G. Convenience markets
- H. Commercial communication services;
- I. Fitness centers;
- J. grocery stores;
- K. Furniture, furnishings, and equipment stores;
- L. Libraries and museums;
- M. Microbreweries, brewpubs, and wineries,
- N. Medical offices and clinics;
- O. Nurseries, retail;
- P. Offices, professional, medical, engineering, public;
- Q. Commercial parking lots;
- R. Personal services;
- S. Post offices;
- T. Recreation centers and facilities;
- U. Rental centers, household;
- V. Repair and maintenance, consumer products;
- W. Café and restaurants;
- X. Retail and general merchandise stores;
- Y. Schools, specialized, small;
- Z. Temporary commercial uses and events;
- AA. Theaters and meeting halls with an assembly occupant load of less than 50 persons in each room;
- AB. Veterinary hospitals;
- AC. Telecommunication facility, Telecommunication Facilities;
- AD. Hotels and motels;
- AE. Membership organization facilities;
- AF. Childcare facilities;

AG. Laundry mats, dry-cleaning;

AH. Accessory uses customarily incidental to any of the above uses.

17.30.025 Compatibility of use not defined

A. Where a proposed use is not specifically identified by this ordinance or the ordinance is unclear as to whether the use is allowed in a particular zone, the zoning administrator may find the use is similar to another use that is permitted, allowing conditionally, or prohibited in the Central Business District and apply the ordinance accordingly. Land use rulings that require discretion on the part of the zoning administrator shall be confirmed by the Planning and Zoning Commission at the next regular meeting that allows due public notice.

17.30.027 Appeal of compatibility of use

A. In the event the petitioner disagrees with the confirmation of the planning and zoning they may appeal to the Palmer City council for final city evaluation. Any subsequent appeal will be the Alaska Superior Court, in Palmer Alaska.

17.30.028 Accessory uses.

A. Accessory uses in the Commercial Limited district are as follows:

B. Dwelling units in conjunction with and accessory to the permitted use.

C. Uses customarily incidental to the permitted use.

D. Storage Buildings.

1. Development standards.

2. Building Permits. The building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.

3. Signage. All signs will meet the requirements of PMC 14.

4. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.

5. Site Plan. Comply with site plan standards for title 17 PMC.

6. Size Limitations. May not exceed 400 square feet.

7. Placement shall be in rear of primary structure or use

17.30.030 Conditional Uses.

A. The following conditional uses are allowed in the CD district upon the granting of a conditional use permit, in accordance with the provisions of Chapter 17.72 of this chapter, and include:

1. Propane and butane service;

2. Car washes;

3. Crematory;

4. Welding service and supplies;

5. Mental health facility;

6. Residential care facility;

17.30.040 Prohibited uses

A. Connex storage building unless

1. Screened with 6' solid cedar fence, when placed abutting a residential use.

2. Sided with siding of similar material as that of primary structure on lot.

3. Sided or screened when abutting a nonresidential use.

4. Placement shall be in rear of primary structure.

5. Size Limitations. Shall not exceed 200 square feet.

B. Parking or storage of heavy equipment, such as tractors, graders or trucks;

C. Temporary Buildings, except when;

Development Standards.

1. Sites with on-site parking and/or drive-up facilities will require an approved driveway approach with adequate sight distance per Section.

2. Drive-up stacking. Stands with drive-up windows require three (3), eighteen (18) foot-long queuing spaces per window. Fewer spaces may be approved by the responsible official; provided, that a plan is submitted that shows the site has sufficient overflow areas so that traffic will not block streets, sidewalks, or parking lot circulation aisles.
3. Parking. Parking shall meet minimum PMC 17.64.
4. Building Permits. The temporary building and any accessory structures, such as add-on canopies, stairs, and decks shall comply with building codes. Trailer-type stands that are raised off wheels shall require building permits for adequate tie-downs and skirted with similar materials as principal siding.
5. Meet all applicable licensing.
6. Signage. All signs will meet the requirements of PMC 14.
7. Setbacks. All structures shall be set back per the requirements PMC; Structures, signs, and parking and maneuvering areas shall not obstruct sight distance.
8. Site Plan. Comply with site plan standards for title 17 PMC.
9. Size Limitations. May not exceed 700 square feet.

17.30.050 General provisions.

A. Applicability.

1. The overlay district is created as a special area to be superimposed on the underlying districts by approval of the city council as appropriate.
2. Boundaries of the overlay district(s) are shown on the zoning map but may be modified from time to time by the city of Palmer.
3. Land use standards provided herein are intended to supplement those permitted in the Commercial General and Commercial Limited districts and in most cases may be more restrictive than those of the underlying commercial zoning district.
4. Underlying uses of residential districts shall prevail. Wherever there exists a conflict between the requirements of the underlying commercial zoning and those of the overlay district, the requirements for the overlay district shall prevail.
5. The Central Business District is defined as follows:
Beginning at the intersection of the Palmer/Wasilla Highway & the Glenn Highway centerlines, then north along the centerline of the Glenn Highway, then east to the northwest corner of parcel 18N02E32 Lot D9, then east along the north side of parcels 18N02E32 Lot D9, Tract B, Colony Fair, 18N02E32 Lot D8, 18N02E32 Lot D7, then north along the west side of parcel Tract A-1, Colony Fair RSB T/A & C, then east along the north side of said parcel to the centerline of S. Cobb St., then north along the centerline of S. Cobb St., to the centerline of W. Blueberry Ave., then east along the centerline of W. Blueberry Ave., then southeast to the centerline of E. Blueberry Ave., then east along the centerline of E. Blueberry Ave., then crossing over S. Colony Way to continue east along the centerline of E. Blueberry Ave., to the centerline of S. Denali St., then south along the centerline of S. Denali St., to the centerline of E. Cottonwood Ave., then east along the centerline of E. Cottonwood Ave., to the centerline of S. Gulkana St., then south along the centerline of S. Gulkana St., to the southeast corner of Tract A, Arbor Estates, then west along the south property line of Tract A to Lot 4, Block 2, Arbor Estates, then south to the southeast corner of Lot 4, Block 2, Arbor Estates, then west along the south property lines of Lots 4, 3, 2, and 1, Block 2, Arbor Estates, then west to the junction of S. Eklutna & E. Fern Ave., then west along the centerline of E. Fern Ave., to the centerline of S. Chugach St., then north along the centerline of S. Chugach St., to the centerline of E. Fireweed Ave., then west along the centerline of E. Fireweed Ave., to the centerline of S. Colony Way, then south along the centerline of S. Colony Way, then west to the southeast corner of parcel 17N02E04 Lot B4, then west along the south side of said parcel, to the centerline of S. Cobb St., then north along the centerline of S. Cobb St., to the centerline of W. Fern Ave., then west along the centerline of W. Fern Ave., to the centerline of S. Dimond St., then north along the centerline of S. Dimond St., to the centerline of W. Elmwood Ave., then west along the centerline of W. Elmwood Ave., to the junction of W. Elmwood and the Glenn Highway, then north along the centerline of the Glenn Highway to the point of beginning.

B. District Boundaries, Zoning Map. The plan commission shall recommend the boundaries of the overlay districts as part of their establishment. Such boundaries shall be delineated on the zoning map, with the identifying name(s).

C. Lot, Yard, setbacks, and open space requirements. Any lot, yard, or development standards established by an overlay district shall apply as follows:

1. All lot, yard, setback and open space requirements established by an underlying zoning district shall apply unless alternate standards are provided by the overlay district(s).

D. Parking. Parking in this overlay district shall be in accordance with provisions of Chapter 17.64

Section 5. Effective Date. Ordinance No. 21-00X shall take effect upon adoption by the City of Palmer City Council.

Passed and approved this _____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**PLANNING & ZONING COMMISSION
CITY OF PALMER, ALASKA**

**REGULAR MEETING
THURSDAY, SEPTEMBER 17, 2020
7:00 P.M. - COUNCIL CHAMBERS**

A. CALL TO ORDER:

The regular meeting of the Planning and Zoning Commission was called to order by Chair Benedetto at 7:00 p.m.

B. ROLL CALL:

Present and constituting a quorum were Commissioners:

Richard Benedetto, Chair	Kristy Thom Bernier (via teleconference)
Dan Lucas (via teleconference)	Josh Tudor (via teleconference)
Gena Ornquist (via teleconference)	Sabrina Shelton (via teleconference)

Absence(s):

Casey Peterson, Vice Chair (Excused without objection)

Also present were:

Brad Hanson, Community Development Director
Pam Whitehead, Recording Secretary (via teleconference)

C. PLEDGE OF ALLEGIANCE: The Pledge was led by Chair Benedetto.

D. APPROVAL OF AGENDA:

The agenda was unanimously approved as presented by roll call vote of all Commissioners present. [Shelton, Tudor, Ornquist, Thom-Bernier, Lucas, Benedetto; *Absent:* Peterson]

E. MINUTES OF PREVIOUS MEETING:

The minutes of the **July 16, 2020 Regular Meeting** were unanimously approved as presented by roll call vote of all Commissioners present. [Shelton, Tudor, Ornquist, Thom-Bernier, Lucas, Benedetto; *Absent:* Peterson]

F. PERSONS TO BE HEARD: There were no persons in the audience.

G. PUBLIC HEARINGS:

1. **IM 20-019:** Consideration of map and text amendment to Palmer Municipal Code Chapter 17.xx to create a Central Business District overly zoning district.

Staff Report: Director Hanson provided an update from the previous meeting noting that this is the second public hearing on this topic. The Commission is to continue review and discussion of draft Ordinance No. 20-0xx and map showing new boundaries of the proposed CBD, and if approved, move it forward to the City Council with a recommendation for adoption.

Public Hearing:

Chair Benedetto opened and closed the second public hearing at 7:10 p.m. as there were no members of the public in attendance to testify.

Chair Benedetto reminded of the following motion on the table postponed from the last meeting and opened the matter for continued review and recommendation.

Main Motion: (For review, discussion and recommendation regarding proposed CC Ordinance No. 20-0xx Text Amendment and Map.)

Moved by: (Shelton)
Seconded by: (Tudor)

Director Hanson reported the additions/revisions from discussions at the last meeting. The Commission reviewed and had no additional revisions.

Main Motion: For approval of Ordinance No. 20-0xx of the Palmer City Council Amending PMC Title 17 Zoning by enacting 17.30 Central Business District, and move forward to the City Council with a recommendation for adoption.

Moved by: Shelton
Seconded by: Tudor
Vote: 6 Yes / 0 No (*Absent:* Peterson)
Action: Motion Carried by roll call vote of all Commissioners present.



2. **IM 20-023:** Consideration of text amendments to Palmer Municipal Code Chapter 17.28 and 17.32 and add 17.xx.xxx Palmer Land Use Matrix.

Staff Report: Director Hanson summarized that this proposed Ordinance is the culmination of the Commission’s work on Title 17 CL, CG and the Palmer Land Use Matrix; that essentially this is the introduction of the Land Use Matrix into Title 17 as opposed to listing the permitted uses in each section of the code. He recommended revising the title to state Palmer *Commercial* Land Use Matrix for better clarification and definition.

Public Hearing:

Chair Benedetto opened and closed the public hearing at 7:23 p.m., as there were no members of the public in attendance to testify.

Chair Benedetto called for the motion to put the matter on the table for discussion/review:

Main Motion: For approval of proposed Ordinance No. 20-0xx, Amending PMC Title 17.08 definitions, PMC 17.28 Commercial Limited and PMC 17.32 Commercial General, and Inserting 17.xx Palmer Land Use Matrix, and move forward to the City Council with a recommendation for adoption.

Moved by: Lucas
Seconded by: Shelton

Following brief discussion in agreement with inserting “commercial” in the title Palmer Land Use Matrix:

Primary Amendment #1: To amend the main motion to state in the title: Palmer *Commercial* Land Use Matrix .

Moved by: Lucas
Seconded by: Tudor
Vote: 6 Yes / 0 No; (*Absent:* Peterson)

Action: Motion Carried by Roll Call vote of all Commissioners present.

Vote on Main Motion as Amended:

Vote: 6 Yes / 0 No; (*Absent:* Peterson)

Action: Motion Carried by Roll Call vote of all Commissioners present.

H. UNFINISHED BUSINESS: None.

I. NEW BUSINESS: None.

J. PLAT REVIEWS:

1. **IM 20-021:** Preliminary Plat – To create six lots from Lots 1 and 2, Ravens Ridge to be known as Ravens Ridge 2020.

[Commissioner Lucas declared a conflict of interest as he is one of the petitioners and removed himself from the Commission table and discussion.]

Director Hanson reported comments of City Departments including:

Building Inspector and Fire Chief: Any driveway 150' or longer must have approved fire apparatus turn-around; *Community Development:* The proposed lots are located within the City and the Airport Influence Area. There were no other City comments.

There was brief discussion regarding street access.

The Commission had no additional comments other than for approval.

[Commissioner Lucas returned to the table]

2. **IM 20-022:** Abbreviated Plat – To subdivide Lots 10 and 11, Block 1, Roland Snodgrass, into two new lots to be known as Valley Way.

Director Hanson reported comments of City Departments including:

Community Development: The proposed lots are located within the City and within the Airport Influence Area. There were no other City comments.

The Commission had no additional comments other than for approval.

K. PUBLIC COMMENTS: There were no members of the public in attendance.

L. STAFF REPORT:

Director Hanson:

- Thanked the Commission for approval of the two ordinances moving forward to the City Council;
- Inquired if there was any objection to changing the date of the October P&Z regular meeting from October 15 to *Wednesday, October 21, 2020*, as council chambers may need to be reserved for election purposes. There were no objections by the Commissioners present.

M. COMMISSIONER COMMENTS:

Commissioner Shelton:

- Commented in appreciation for Director Hanson’s hard work on the ordinances.

Commissioner Ornquist:

- Inquired as to the status of the U-Haul appeal. Director Hanson responded that the Appeal hearing before the Hearing Examiner is scheduled for September 29, 2020 at 9:00 am; he will have more to report following the hearing.
- In addition, Director Hanson informed U-Haul has submitted an application for a Large Retail Establishment Limited Development Plan. He further explained the LRE Ordinance and process of administrative review.
- There was further brief discussion.

Chair Benedetto:

- Spoke in appreciation of staff’s work on the ordinances and is glad they are moving forward.

N. ADJOURNMENT:

There being no further business, the meeting adjourned without objection at 7:38 p.m.

APPROVED by the Planning and Zoning Commission this 21st day of October, 2020.

Richard Benedetto, Chair

Brad Hanson, Community Development Director

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Richard Benedetto, Chair

Brad Hanson, Community Development Director