

## **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. 21-009:** Authorizing the City Manager to Purchase a New Patrol Vehicle and Equipment, in the Amount of \$53,298.00, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the State of Alaska Contract ..... Page 3
  - b. **Action Memorandum No. 21-010:** Authorizing the City Manager to Execute an Assignment and Consent to Assignment of Lease Agreement with Tatonduk Outfitters Limited D.B.A. Everts Air Cargo and Everts Air Alaska and Caroline Properties, LLC, as well as, Execute an Agreement and Consent to Assignment of Lease for Security Purposes with Northrim Bank for PMA Lease No. 20-001 on Lease Lot 2 of Block 3, Palmer Municipal Airport, for the Purpose of Transferring the Lease and Leasehold Improvements to a Newly Formed Real Estate LLC..... Page 5
  - c. **Action Memorandum No. 21-011:** Authorizing the City Manager to Sign Greene Garden Services Contract Amendment No. 3 for Gardening Services in the Amount of \$47,125.00 to Reflect 2021 Payments ..... Page 19
  - d. **Action Memorandum No. 21-012:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for the Renewal of Liquor License No. 3696 for La Fiesta Mexicana Restaurant, Located at 132 West Evergreen Avenue..... Page 23
  - e. **Action Memorandum No. 21-013:** Directing the City Manager to Notify the State of Alaska of the City Council’s Statement of Non-Objection for the Renewal of Liquor License No. 2931 for Mat-Su Miners, Located at 2075 Glenn Highway..... Page 27
1. Approval of Minutes of Previous Meetings
  - a. January 12, 2021, Regular Meeting ..... Page 31

### **E. COMMUNICATIONS AND APPERANCES REQUEST**

1. Presentation of the Golden Heart Lifetime Achievement Award

### **F. REPORTS**

1. City Manager’s Report
2. City Clerk’s Report
3. Mayor’s Report
  - a. Special Recognition of Officers Virginia Calvert and Tyler Larimer for Their Act of Valor on Duty

- b. Special Recognition of Community Development Administrative Assistant Joan Patterson for 40 Years of Service to the City of Palmer
- 4. City Attorney’s Report

**G. AUDIENCE PARTICIPATION**

**H. NEW BUSINESS**

**I. EXECUTIVE SESSION**

- 1. Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Potential Litigation Attorney Client Communication: Church Property (note: action may be taken by the council following the executive session)

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

**K. AUDIENCE PARTICIPATION**

**L. COUNCIL COMMENTS**

**M. ADJOURNMENT**

**Tentative Future Palmer City Council Meetings**

<b>Meeting Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Notes</b>
<b>Feb 9</b>	Special	9 am	Strategic Planning
<b>Feb 23</b>	Regular	7 pm	
<b>Mar 9</b>	Regular	7 pm	
<b>Mar 23</b>	Regular	7 pm	
<b>Apr 13</b>	Regular	7 pm	
<b>Apr 27</b>	Regular	7 pm	
<b>May 11</b>	Regular	7 pm	
<b>May 25</b>	Regular	7 pm	
<b>June 8</b>	Regular	7 pm	
<b>June 22</b>	Regular	7 pm	

**City of Palmer  
Action Memorandum No. 21-009**

**Subject:** Authorizing the City Manager to Purchase a New Patrol Vehicle and Equipment, in the Amount of \$53,298.00, Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the State of Alaska Contract

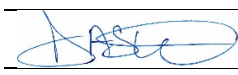
**Agenda of:** February 9, 2021

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:** Dwayne Shelton, Chief of Police

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
X	Police		1-18-2021
_____	Public Works	_____	_____

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **53,298.00**

This legislation (√):

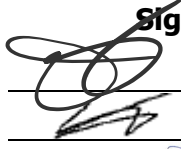
- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 53,298.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): 09-01-10-6048 (\$53,298.00)
- Not budgeted

Director of Finance Signature: 

**Approved for Presentation By:**

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

**Attachment(s):**

1. None

**Summary Statement/Background:**

In the 2021 City of Palmer Council approved budget, funds were budgeted for the purchase of one new police patrol vehicle.

This action memorandum authorizes the city manager to purchase one new police vehicle from Kendall Ford at a cost of \$36,845.00 using the current State of Alaska contract pricing. This action memorandum also authorizes additional funds in the amount of \$16,453.00 to be used for the purchase and installation of the emergency vehicle equipment required for safe patrol operations. The emergency equipment and installation will be from Alaska Safety Inc., also using current State of Alaska contract pricing.

The City of Palmer Administration chose to take advantage of its ability to attach to the State of Alaska contract for purchase of patrol vehicles for the following reasons:

- The City of Palmer did not bear the expense and resources of preparing and carrying out the typical bid process;
- The City of Palmer, by attaching itself to the State of Alaska that purchases many light duty vehicles per year, enjoys a greater discount versus buying patrol vehicles every few years; and
- The City of Palmer benefits from the fact that the State of Alaska procurement is locked into fuel, freight, and production rates based on last fall's pricing that is normally lower than the escalating fuel and steel surcharges that have increased shipping and production costs.

**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. 21-009

**City of Palmer  
Action Memorandum No. 21-010**

**Subject:** Authorizing the City Manager to Execute an Assignment and Consent to Assignment of Lease Agreement with Tatonduk Outfitters Limited D.B.A. Everts Air Cargo and Everts Air Alaska and Caroline Properties, LLC, as well as, Execute an Agreement and Consent to Assignment of Lease for Security Purposes with Northrim Bank for PMA Lease No. 20-001 on Lease Lot 2 of Block 3, Palmer Municipal Airport, for the Purpose of Transferring the Lease and Leasehold Improvements to a Newly Formed Real Estate LLC

**Agenda of:** February 9, 2021

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:**    Frank J. Kelly, Airport Superintendent

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **0.00**

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): N/A
- Not budgeted

Director of Finance Signature: 

**Approved for Presentation By:**

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

**Attachment(s):**

1. Draft Assignment and Consent to Assignment Agreement for PMA No. 20-001
2. Draft Agreement and Consent to Assignment for Security Purposes for PMA No. 20-001
  - o Exhibit "A" PMA No. 20-001

**Summary Statement/Background:**

Tatonduk Outfitters LTD d.b.a Everts Air has requested the City transfer PMA Lease No. 20-001 (Lease Lot 2, Block 3 PMA) to Caroline Properties, LLC, which was newly created specifically to manage Robert Everts land interests in Palmer Alaska. As expected, the newly created LLC has similar ownership interests as Tatonduk Outfitters LTD and Robert Everts will also personally guarantee the assigned lease to Caroline Properties, LLC.

This request is part of what would be considered normal financial re-engineering after the acquisition of property through a bankruptcy proceeding as outlined in AM No. 20-061 when the original assignment was approved by City Council. As part of this request, Caroline Properties, LLC through Mr. Everts will be receiving a loan from Northrim Bank on the recently acquired leasehold interests.

It is my understanding that Mr. Everts intends to hold onto this property for the long term and incorporate its possible use into Everts Cargo business in some capacity, once a short-term sub-lease ends with Alaska Drilling Completions, LLC in 6 to 18 months.

The airport continues to look at ways to grow the full-time jobs once associated with this location with Mr. Everts as additional possibilities are explored.

**Administration's Recommendation:**

To Approve Action Memorandum No. 21-010



**"Return To"**  
**City of Palmer • Palmer Municipal Airport**  
**231 W. Evergreen Avenue • Palmer, AK 99645**  
Phone: 907-745-3271 Fax: 907-745-0930

**ASSIGNMENT AND CONSENT TO ASSIGNMENT**

**"Palmer Municipal Airport Lease No. 20-001"**

**Whereas**, the original lease agreement between the City of Palmer and Hageland Aviation Services, Inc. was entered into and dated July 1, 2020 and which lease or short form memorandum of lease was recorded on October 21, 2020, Serial No. 2020-026936-0, and

**Whereas**, the original lease was, by court order regarding Case No. 20-10755 (BLS), assigned to Tatonduk Outfitters, LTD on September 23, 2020 and recorded on October 22, 2020, Serial No. 2020-026961-0, and

**Whereas**, in consideration of and in reliance upon the above assumption and promises contained in this instrument, the City of Palmer hereby consents to the foregoing Assignment of Lease Agreement PMA No. 20-001 (dated July 1, 2020) on Lot 2, Block 3, for the Palmer Municipal Airport, Palmer Recording District, Third Judicial District, State of Alaska between Tatonduk Outfitters, LTD. Db a Everts Air Cargo and Everts Air Alaska, ("Assignor") and Caroline Properties, LLC ("Assignee"), and

**Whereas**, the Current Palmer Municipal Airport Lease No. 20-001 (The Airport Lease) is in Effect. Except as otherwise expressly stated herein, nothing in this Assignment and Consent to Assignment of PMA Lease No. 20-001 is intended to amend or alter any of the terms and conditions of the Airport Lease or any amendments thereto previously executed by Lessor and Lessee. All terms and conditions remain in full force and effect.

**Amendment(s)**

- Lease Amendment and Modification Agreement dated January 8, 2021 (Unrecorded) amending Section(s) 1.1 Premises and Purposes and Section (s) 1.3 Rents.

**Notices**

Any notices required to be sent in accordance with the terms of this Lease, including legal process, shall be sent in writing by registered or certified mail, to the parties at the following addresses unless otherwise notified in writing and deemed to be received when so sent:

Lessor's address: City Manager  
City of Palmer  
231W. Evergreen Ave., Palmer, AK 99645

Assignee's (Lessee's) address: Caroline Properties, LLC.  
P.O. Box 61680  
Fairbanks, AK. 99706

**LESSOR: City of Palmer**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Moosey, City Manager

**ASSIGNOR: Tatonduk Outfitters Limited**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert W. Everts, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan E. Hoshaw, Secretary

**ASSIGNEE AND LESSEE: Caroline Properties, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert W. Everts, Manager / Member

**GUARANTY**

In consideration of Lessor leasing the Premises to Lessee, the undersigned, jointly and severally, hereby guarantee the punctual payment of rent, additional rent, and all other charges imposed by the Lease, and the timely performance by Lessee of all duties imposed on Lessee by the Lease.

**GUARANTOR(s):**

**GUARANTOR(s): Robert W. Everts**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert W. Everts, Individually









**City of Palmer**  
**231 West Evergreen Avenue**  
**Palmer, AK 99645**  
**907-745-3271**

**AGREEMENT AND CONSENT TO ASSIGNMENT  
OF LEASE FOR SECURITY PURPOSES  
AIRPORT LEASE NO. 20-001**

This Agreement and Consent to Assignment of Lease for Security Purposes (this "Consent") is effective the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between **THE CITY OF PALMER**, hereinafter called "Lessor," and **NORTHRIM BANK**, hereinafter called "Lender."

**WITNESSETH**

**WHEREAS**, on July 1, 2020, Lessor entered into a Lease with Hageland Aviation Services, Inc., hereinafter called "Lessee," which Lease or a short form Memorandum of the Lease was recorded on October 21, 2020, Serial No. 2020-026936-0, records of the Palmer Recording District (the "Lease"), and

**WHEREAS**, the original lease was, by court order regarding Case No. 20-10755 (BLS), assigned to Tatonduk Outfitters, LTD on September 23, 2020 and recorded on October 22, 2020, Serial No. 2020-026961-0, and

**WHEREAS**, the original lease was, then further assigned by Tatonduk Outfitters, LTD. Dba Everts Air Cargo and Everts Air Alaska, ("Assignor") to Caroline Properties, LLC ("Assignee") on \_\_\_\_\_ and recorded on \_\_\_\_\_, Serial No. \_\_\_\_\_, with respect to the following-described real property:

A parcel of land located within Tract B, Palmer Municipal Airport recorded as Plat No. 2006-15 in the Palmer Recording District, Third Judicial District, State of Alaska and further described in an unrecorded plat dated June 27, 2005 as follows:

Palmer Municipal Airport, Block 3, Lease Lot 2  
Containing 4.224 acres or 183,997.44 square feet, more or less  
A.K.A. 801 Cope Industrial Way, Palmer, AK. 99645  
See Attached "Exhibit A"

**WHEREAS**, Lessee has agreed to assign Lessee's interest under such Lease to Lender as security for a loan, evidenced by a promissory note, in the principal sum of Nine Hundred Ninety Nine Thousand, Nine Hundred Ninety Nine and Ninety Nine Cents (\$999,999.99), and to secure the loan by a commercial deed of trust against Lessee's leasehold estate under the Lease, subject to Lessor's consent; and

**WHEREAS**, the parties hereto desire to enter into an agreement respecting their interests with respect to such assignment and deed of trust,

## IT IS AGREED:

1. Representations: Lessee has the right to assign the Lease and any Rents payable to Lessee by sublessees under any sublessees approved by Lessor hereby assigned, and no other person or entity has any right, title or interest therein, subject to the provisions of the Use Provision (below), Federal Aviation Administration regulations and airport grant assurances.

2. Use: Use of Subject Property. The parties agree that the Subject Property will be used only for aeronautical purposes (except for other uses approved in writing by Lessor), and that further assignment or subletting shall be subject to the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, delayed or denied.

3. Lessor's Consent. Lessor does hereby consent to said assignment as collateral security for purposes specified herein and to Lessee's execution, delivery and recording of the deed of trust encumbering the Leasehold interest of Lessee and all improvements installed by Lessee on the premises. By virtue of said assignment, Lender shall incur no obligations of Lessee under said Lease and Lessee shall remain liable for the rent and all other obligations to Lessor under said Lease, except as expressly provided herein.

4. Notice of Default; Termination of Lease. Lessor will provide Lender and Lessee concurrently with copies of any notice of default required to be given by Lessor to Lessee under the terms of the Lease. Lessor may deliver copies of written notices to Lender via e-mail, but the written notice required by this Agreement and Consent also shall be delivered as set forth in Section 8, below. Lender shall have the right, at its option, to cure any default by Lessee within the time periods set forth in the Lease. Any such curative action by Lender shall be the equivalent of curative action by Lessee. Such curative action shall not alone, however, constitute Lender being deemed to be in possession of the premises. If, after Lessor gives notice of default as provided herein and neither Lender nor Lender has cured such default or taken reasonable steps to commence the remedy of such default in accordance with the provisions of the Lease, then Lessor may terminate the Lease or pursue any other right or remedy against Lessee available to it under the Lease.

5. Notice to Lessor. Concurrent with any notice provided to Lessee, Lender agrees to provide notice to Lessor of any default by Lessee under any promissory note, deed of trust or other instrument related to this Consent, and shall provide notice to Lessor of any extension, renewal, rearrangement, acceleration, or release relative to the same.

6. Responsibility of Lender. In accepting the security interest in the Lease, Lender assumes no responsibility or liability for the performance by Lessee of its duties and obligations, except as to such period of time, if any, during which Lender is in actual physical possession of the premises. Lender shall be deemed in "actual physical possession" of the premises if it changes the locks on the premises or otherwise takes steps to preclude Lessee and others from gaining access to the premises without Lessee's prior consent. In the event Lender takes actual physical possession of the property, it shall be, from the date Lender takes possession, subject to and be governed by the provisions of the Lease in the same manner as though Lender were the original lessee and shall perform the obligations of Lessee under the Lease which accrued or became due and owing by Lessee to Lessor during a period not exceeding ninety (90) days prior to the delivery of the notice of default by Lessor to Lender and which accrue or become due and owing while Lender remains in actual physical possession of the premises. In addition, Lender shall provide any proof of insurance and arrange for performance of any maintenance obligations as required under the Lease. Lender shall also secure the premises and comply with all terms of the Lease. Notwithstanding the foregoing, Lender shall not assume or be responsible for any

indemnity obligation of Lessee that has accrued prior to the date Lender takes physical possession. Lender shall have no obligation for pollution or hazardous waste contamination which existed (whether known or unknown) prior to Lender taking actual physical possession of the premises even if such pollution contamination is discovered after Lender takes such possession. Lender shall only be responsible for any pollution or hazardous waste contamination that results from Lender's activities while in actual physical possession of the premise.

7. Foreclosure and Sale. In the event of a default by Lessee under the terms and conditions of the promissory note, deed of trust, and other related security documents or the Lease, Lender may foreclose its security interest in the Leasehold with or without taking physical possession of the premises. In the event Lender becomes the owner of Lessee's interest in the Lease by foreclosure, deed in lieu of foreclosure, or otherwise, it shall be entitled to sell or transfer Lessee's interest in the Lease to a third party under such terms and conditions as Lender may elect; provided that, a sale or transfer of Lessee's interest to a third party by Lender shall be subject to the consent of the Lessor. The consent of the Lessor shall not be unreasonably withheld, conditioned or delayed so long as the third party agrees to cure all defaults, if any, under the Lease, demonstrates it has the financial ability to perform all obligations under the Lease, and assumes and agrees to be bound by all the terms and conditions of the Lease. In the event the Lender transfers Lessee's interest in the Lease to a third party in accordance with the foregoing, Lender shall have no further duty or obligation under the Lease. In the event Lender elects to relinquish possession of the premises to Lessor for any reason, it shall give not less than thirty (30) days prior notice to Lessor. In such event, effective upon the date possession is relinquished to Lessor, Lender shall have no further obligation under the Lease, or this Consent, except for its responsibility for rent, or for pollution or hazardous waste contamination that results from Lender's activities as described in Section 6, above. In such event, Lender shall terminate its assignment of the Lease and reconvey its deed of trust on Lessee's interest in Lease. In the event Lender does not transfer Lessee's interest in the Lease to a third party, but instead elects to occupy the premises for Lender's purposes, Lender will provide a detailed explanation of its proposed use, and request Lessor approve Lender's assumption of Lessee's remaining obligations under the Lease. Lessor will not unreasonably withhold, condition or delay such consent. During the time Lender owns Lessee's interest in the Lease, and so long as the rental payments, insurance, utility and maintenance requirements of the Lease are being properly performed, Lender may keep such interest and diligently and in a commercially reasonable manner attempt to market, assign or sell Lessee's interest or Lender may elect to relinquish possession of the property to Lessor as provided above, all within such time period as Lender deems commercially reasonable; provided that, Lender shall at all times perform all obligations under the Lease required under this Consent.

8. Possession of Security. Notwithstanding any provision in the Lease to the contrary, no improvement constructed and no personal property of Lessee shall become the property of Lessor until such time as Lender is paid in full or Lender has relinquished its lien on Lessee's interest in the premises or the personal property, or the Lease has terminated in accordance with the terms of the Lease and this Consent. Lessor agrees to subordinate (i) any landlord's lien or any other possessory lien granted to Lessor by Lessee under the Lease and (ii) any right of possession or sale which Lessor may have against any asset in which Lender has a security interest and which is located on or permanently affixed to the property subject to the Lease. In the event the Lender elects not to take physical possession of the premises under the Lease, Lender is hereby authorized to enter upon the property for a commercially reasonable period of time for the purposes of removing its remaining collateral. Such action shall not, however, constitute Lender being deemed to be in actual physical possession of the property. Lender shall be liable for all damages to the premises caused by removing the collateral. Subject to provision of insurance and payment of rent due under the Lease which accrue during the period

needed to conduct a sale, Lender shall also have access to the premises for the purpose of conducting an onsite liquidation sale of its collateral.

9. Insurance and Condemnation Proceeds. Insurance and condemnation proceeds payable by any entity as a result of loss, damage or a taking of any interest of Lessee related to the premises shall, irrespective of the named insured or loss payee and notwithstanding any claims or offsets to which Lessor is otherwise entitled, be made by check payable jointly to Lender. Lender shall have the option of applying all such proceeds to the remaining balance due on the Note. Any remaining proceeds shall be paid to Lessor for payment to Lessor and Lessee in accordance with the provisions of the Lease.

10. Notices. All notices, requests and demands to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by registered or certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this section):

LESSOR: City Manager  
City of Palmer  
231 W. Evergreen Ave.  
Palmer, AK. 99645

LESSEE: Caroline Properties, LLC.  
P.O. Box 61680  
Fairbanks, AK. 99706

LENDER: Northrim Bank  
PO Box 241489  
Anchorage, AK. 99524

11. Miscellaneous. This Consent shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Consent. This Consent shall be governed by and construed in accordance with the laws of the State of Alaska. Each person executing this Consent on behalf of Lessor or Lender respectively represents and warrants to the other party that he or she has full power and authority to execute this Consent on Lessor's or Lender's behalf. Neither party shall be deemed to have waived any rights under this Consent unless such waiver is in writing and signed by the party. No delay or omission on the part of Lender or Lessor in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender or Lessor of a provision of this Consent shall not constitute a waiver of or prejudice Lender's or Lessor's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender or Lessor is required in this Consent, the granting of such consent by Lender or Lessor in any one instance shall not constitute continuing consent to subsequent instances where such consent is required. This Consent may only be modified in a writing signed by both parties. If either party shall employ counsel in connection with enforcement of its rights under this Consent, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party. This Consent shall continue in effect for so long as either party owes any duty or obligation to the other. This Consent shall not be construed against the party that prepared it. Notwithstanding any of the foregoing limitations,

nothing contained herein is intended to or shall preclude Lessor from declaring a default under the Lease and resorting to any available remedy, if any of Lessee's duties and obligations are not fully performed in accordance with the terms of the Lease. The provisions of this Consent do not alter the rights of Lessor as against the Lessee under the Lease.

12. Jurisdiction. The parties hereto hereby consent to the exclusive jurisdiction of the courts of the State of Alaska, Third Judicial District, located in Palmer, Alaska, in any action or proceeding under, arising out of or related to this Consent. In any action, suit or other proceeding, each of the parties hereto irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above court, that such action or suit is brought in an inconvenient forum or that the venue of such action, suit or other proceeding is improper.

13. Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND CONSENT.

14. Counterparts. This Consent may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

**LESSOR: CITY OF PALMER**

By: \_\_\_\_\_  
John Moosey, City Manager

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

**LENDER: NORTHRIM BANK**

By: \_\_\_\_\_  
Allen Hippler, Vice President

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









**City of Palmer  
Action Memorandum No. 21-011**

**Subject:** Authorizing the City Manager to Sign Greene Garden Services Contract Amendment No. 3 for Gardening Services in the Amount of \$47,125.00 to Reflect 2021 Payments

**Agenda of:** February 9, 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		01/21/2021
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works		01/21/2021

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ 47,125.00

This legislation (✓):



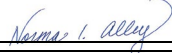
- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 47,125.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (✓):

- Budgeted                      Line item(s):    01-01-20-6030
- Not budgeted                      \_\_\_\_\_

Director of Finance Signature:    

**Approved for Presentation By:**

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

**Attachment(s):**

1. Amendment No. 3 to contract for garden services
2. Greene Garden Services Letter of Intent 2021

**Summary Statement/Background:**

This AM authorizes the City Manager to sign Amendment No. 3 with Greene Garden Services, an independent contractor, to provide seasonal gardening and horticultural services in 2021 for an amount not to exceed \$47,125.00.

Amendment #3 will be the fourth year of an optional five-year contract.

The 2021 amendment price is the same as the 2019 and 2020 contract amendments.

**Administration's Recommendation:**

To approve Action Memorandum No. 21-011

Contract Between  
City of Palmer and Greene Garden Services  
For Gardening Services

**AMENDMENT NO. 3**

This Amendment, dated \_\_\_\_\_, 2021, amends the contract for gardening services between the City of Palmer (City) and Greene Garden Services, as follows:

Appendix B – Budget Proposal is amended to reflect the follow payment amounts for 2021:

	March	April	May	June	July	September	
Invoice Date	3/1/2021	4/1/2021	5/1/2021	6/1/2021	7/1/2021	9/1/2021	Totals 2021
Labor & Operating Costs	4250	4050	6000	6000	9000	5500	34800
Equipment	750	250	200				1200
Seeds/Plants/Soil/Compost	1200	750	1500	1250		225	4925
Hanging Baskets Museum			1100				1100
Lawncare Contractor		450	600	600	1350	600	3600
Tree Service Contractor		1000				500	1500
<b>Total Payment Amount</b>	<b>6250</b>	<b>7420</b>	<b>8110</b>	<b>7510</b>	<b>11475</b>	<b>6360</b>	<b>47125</b>

All other provisions of this Agreement remain unchanged.

**IN WITNESS WHEREOF**, this amendment is executed by the CITY OF PALMER, pursuant to Action Memorandum No. 21-011 authorizing the City Manager to execute the contract amendment by and between CITY and Green Garden Services,

CITY OF PALMER

GREENE GARDEN SERVICES

\_\_\_\_\_  
John Moosey, City Manager

\_\_\_\_\_  
Alicia Greene

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

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

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

TO: Chris Nall  
Public Works Director  
City of Palmer

FROM: Greene Garden Services  
Alicia Greene, 200 E Ravenview Drive, Wasilla, AK 99654  
907-982-8279  
akpetmom@gmail.com

DATE: January 21, 2021

RE: Seasonal Gardening/Horticultural Services for the City of Palmer

CONTENTS: Letter of Intent

I would like to continue my relationship with the City of Palmer as the Seasonal Gardening/Horticultural Services contractor for the 2021 season under the same contractual guidelines as the 2020 contract. I have previously provided you with a new budget for 2021. This would be year 4 of the existing 5 year contract.

I am confident that in 2020 I and my contractors managed all gardens and projects in a manner that is consistent with my contractual obligations. Feedback from both locals and visitors has been very positive.

The remaining garden renovation and improvement projects that were scheduled under the duration of this contract should be accomplished by end of the 2022 season.

We were very excited in 2020 to add many more dahlias to the garden displays. There was very positive public feedback regarding those additional flowers and I preserve the tubers for the additional plantings each year. Another 200 tulips were added around the foundation of the Visitor Center and a donation of 20 Bearded Iris and 10 Peonies were added to our displays for the upcoming season.

If the city sees fit I look forward to continuing in my role as Seasonal Gardening and Horticultural Services provider for the City of Palmer.

Sincerely,

Alicia Greene  
Greene Garden Services  
907-982-8279

**City of Palmer  
Action Memorandum No. 21-012**

**Subject:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for the Renewal of Liquor License No. 3696 for La Fiesta Mexicana Restaurant, Located at 132 West Evergreen Avenue

**Agenda of:** February 9, 2021

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Certification of Funds:**

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

This legislation (√):

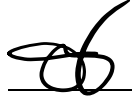
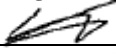
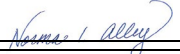
- Creates revenue in the amount of:                      \$ Unknown
- Creates expenditure in the amount of:                      \$ \_\_\_\_\_
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): \_\_\_\_\_
- Not budgeted

Director of Finance Signature: 

**Approved for Presentation By:**

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

**Attachment(s):**

1. LGB Notice from the State of Alaska
2. Liquor License Review Form

**Summary Statement/Background:**

The restaurant, La Fiesta Mexicana 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. 21-012





January 22, 2021

City of Palmer

Matanuska- Susitna Borough

Via Email: [cityclerk@palmerak.org](mailto:cityclerk@palmerak.org) ; [adam.bradway@matsugov.us](mailto:adam.bradway@matsugov.us) ; [alex.strawn@matsugov.us](mailto:alex.strawn@matsugov.us)  
[permitcenter@matsugov.us](mailto:permitcenter@matsugov.us) ; [jmazurkiewicz@palmerak.org](mailto:jmazurkiewicz@palmerak.org)

**Re: Notice of Liquor License Renewal Application**

License Numb	DBA	Type	City	Borough	Community Council
3696	La Fiesta Mexican Restaurant	Restaurant/Eating Place	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](mailto:amco.localgovernmentonly@alaska.gov)



**City of Palmer  
Action Memorandum No. 21-013**

**Subject:** Directing the City Manager to Notify the State of Alaska of the City Council's Statement of Non-Objection for the Renewal of Liquor License# 2931 for Mat-Su Miners, Located at 2075 Glenn Highway, Palmer.

**Agenda of:** February 9, 2021

**Council Action:**     **Approved**                       **Amended:** \_\_\_\_\_  
                                   **Defeated**

**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development	_____	_____
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Certification of Funds:**

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

This legislation (√):



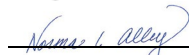
- Creates revenue in the amount of:                      \$ Unknown
- Creates expenditure in the amount of:                      \$ \_\_\_\_\_
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s): \_\_\_\_\_
- Not budgeted                      \_\_\_\_\_

Director of Finance Signature: 

**Approved for Presentation By:**

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

**Attachment(s):**

1. LGB Notice from the State of Alaska
2. Liquor License Review Form

**Summary Statement/Background:**

Mat-Su Miners 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. 21-013



December 24, 2020

City of Palmer

Matanuska- Susitna Borough

Via Email: [cityclerk@palmerak.org](mailto:cityclerk@palmerak.org) ; [adam.bradway@matsugov.us](mailto:adam.bradway@matsugov.us) ; [alex.strawn@matsugov.us](mailto:alex.strawn@matsugov.us)  
[permitcenter@matsugov.us](mailto:permitcenter@matsugov.us) ; [jmazurkiewicz@palmerak.org](mailto:jmazurkiewicz@palmerak.org)

**Re: Notice of Liquor License Renewal Application**

License Numb	DBA	Type	City	Borough	Community Council
2931	Mat-Su Miners	Recreational Site-Seasonal	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](mailto:amco.localgovernmentonly@alaska.gov)

# City of Palmer • Liquor License Review Form

**BUSINESS NAME:** Mat-Su Miners #2931  
**LICENSE TYPE:** Seasonal Liquor License  
**LOCATION:** 2075 Glenn Hwy, Palmer AK

**OWNER:**

*Route to: Department of Finance*

### Department of Finance

Business License/Sales Tax/  
Utilities/Assessments Current:

Yes

No

If no, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_



Finance Director

01/13/2021

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

1/12/2021

Date

*Route to: Police Department*

### Police Department

Excessive Calls:

Yes

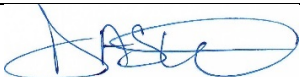
No

If yes, explain:

\_\_\_\_\_

Other Comments:

\_\_\_\_\_



Chief of Police

1/13/2021

Date

**TO COUNCIL FOR AGENDA OF: February 9, 2021**

## A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on January 12, 2021, 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	

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.

City Attorney Gatti joined the meeting at 7:02 p.m.

## 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
  - 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
  - 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
  - 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
  - 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
  - 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
  - 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

- 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
- 2. Approval of Minutes of Previous Meetings
  - a. November 10, 2020, Special Meeting
  - b. November 10, 2020, Regular Meeting
  - c. November 18, 2020, Special Meeting
  - d. November 24, 2020, Special Meeting
  - e. November 24, 2020, Regular Meeting
  - f. November 25, 2020, Special Meeting
  - g. December 4, 2020, Special Meeting

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

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

**E. COMMUNICATION AND APPEARANCE REQUESTS**

- 1. Presentation from Matanuska-Susitna Borough Planning Services Manager Kim Sollien Regarding the 2024 Arctic Winter Games

Ms. Kim Sollien spoke on the 2024 Arctic Winter Games and requested the city’s support.

City Council directed City Manager Moosey to prepare legislation supporting the Borough’s efforts to bring the Arctic Winter Games to the Valley.

**F. REPORTS**

- 1. City Manager’s Report

City Manager Moosey introduced new Fire Chief Chad Cameron and reported on:

- City’s 2020 end of year budget numbers;
- New chamber audio visual system;
- City’s new website;
- Mr. Chaudhry’s efforts of placing a needle disposal box in the city;
- Sale of property located at 2390 S. Glenn Highway (Church property).

- 2. City Clerk’s Report

City Clerk Alley provided update on Absentee by Mail mailers, 2021 election early voting hours, and renewal of city of Palmer Trademark.

- 3. Mayor’s Report

Mayor DeVries stated she would take part of the Mat-Su Borough Martin Luther King celebration.

- 4. City Attorney’s Report – no report.

**G. AUDIENCE PARTICIPATION**

Mr. Mike Chmielewski spoke on the proposed commercial property changes and requested additional clarification on the proposed changes.



**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
  - b. Amending Palmer Municipal Code Title 17 Zoning Creating a Central Business District Within Palmer Municipal Code Title 17, Zoning

**Main Motion: To Enter Into Committee of the Whole**

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

The Council entered into a Committee of the Whole at 7:29 p.m.

Community Development Director Hanson gave the staff report and fielded questions from the Council.

The Mayor adjourned from Committee of the Whole at 7:59 p.m. and reconvened the regular meeting.

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

City Clerk Alley reported no handouts.

**J. AUDIENCE PARTICIPATION**

Mr. Mike Chmielewski reported on the new sound system and how well it was working.

**K. COUNCIL MEMBER COMMENTS**

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

**L. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:09 p.m.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2021.**

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

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