

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. 21-018:** 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. 4064 for the Palmer Municipal Golf Course Located at 1000 E. Lepak Avenue..... Page 3
2. Approval of Minutes of Previous Meetings
 - a. February 9, 2021, Regular Meeting Page 7
 - b. February 23, 2021, Regular Meeting Page 11

E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Presentation of a Proclamation for Honoring Education and Sharing DayPage 17
2. Update from Matanuska Electric Association (MEA) Director of Public Relations Julie Etsey
3. Update from Rodeo Alaska Executive Director Frank Koloski Regarding the 2021 Professional Bull Riding Event.....Page 19

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. PUBLIC HEARING

1. **Resolution No. 21-011:** Authorizing the City Manager to Apply for an Alaska Clean Water Fund (State Revolving Fund) Loan (“State Financing”) in the Principal Amount not to Exceed \$8,052,000.00 to Provide Interim Funding as Required by the United States Department of Agriculture, to Finance the Acquisition, Construction and Installation of Two Secondary Clarifiers at the Palmer Wastewater Treatment Facility..... Page 21

I. NEW BUSINESS

1. **Action Memorandum No. 21-019:** Authorizing the City Manager to Negotiate and Sign an Agreement for Mutual Aid Emergency Assistance with the Municipality of Anchorage..... Page 25

J. EXECUTIVE SESSION

1. Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity and Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Potential Litigation Attorney Client Communication: State of Alaska City of Palmer Dispatch Agreement (note: action may be taken by the council following the executive session)

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

M. COUNCIL COMMENTS

N. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Apr 13	Regular	7 pm	
Apr 27	Regular	7 pm	
May 11	Regular	7 pm	
May 25	Regular	7 pm	
June 8	Regular	7 pm	
June 22	Regular	7 pm	

**City of Palmer
Action Memorandum No. 21-018**

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. 4064 for the Palmer Municipal Golf Course Located at 1000 E. Lepak Avenue

Agenda of: March 23, 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	<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 Palmer Municipal Golf Course 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. 21-018.



March 5, 2021

City of Palmer

Matanuska- Susitna Borough

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

Re: Notice of Liquor License Renewal Application

License Numb	DBA	Type	City	Borough	Community Council
4064	Palmer Municipal Golf Course	Golf Course	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: Golf Course

OWNER: City of Palmer

LICENSE TYPE: Liquor License #4064

LOCATION: 1000 LePak Ave, Palmer, AK 99645

Route to: Department of Finance

Department of Finance

Business License/Sales Tax/
Utilities/Assessments Current:

Yes

No

If no, explain:

Other Comments:



Finance Director

March 3, 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

March 3, 2021

Date

Route to: Police Department

Police Department

Excessive Calls:

Yes

No

If yes, explain:

Other Comments:

Chief of Police

March 3, 2021

Date

TO COUNCIL FOR AGENDA OF: March 23, 2021

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on February 9, 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	

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

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
 - 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
 - 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
 - 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
 - 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

2. Approval of Minutes of Previous Meetings
 - a. January 12, 2021, Regular Meeting

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

Moved by:	Combs
Seconded by:	Daniels
Vote:	6 Yes/0 No/1 Absent (Best)
Action:	Motion Carried

E. COMMUNICATIONS AND APPEARANCES REQUEST

1. Presentation of the Golden Heart Lifetime Achievement Award

Council Member Valerius announced her nomination of Terry Snyder. Due to Terry Snyder being unable to attend the meeting, Council Member Valerius read Terry Snyder’s letter of appreciation into the record (see official meeting packet for letter).

Council Member Berberich announced her nomination of Chamber of Commerce Director Ailis Vann and Randy Bernier.

Mayor DeVries announced her nomination of Community Development Administrative Assistant Joan Patterson. Mayor DeVries read and presented the Golden Heart Lifetime Achievement Awards to Joan Patterson, Ailis Vann, and Randy Bernier.

Council Member Best joined the meeting at 7:10 p.m.

Mayor DeVries called a recess at 7:14 p.m. and reconvened the meeting at 7:35 p.m.

F. REPORTS

1. City Manager’s Report

City Manager Moosey provided a brief summary of city happenings.

2. City Clerk’s Report

None

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

Mayor DeVries read and presented certifications of appreciation Officers Virginia Calvert and Tyler Larimer for their act of valor on duty and Community Development Administrative Assistant Joan Patterson for 40 years of service to the city of Palmer.

4. City Attorney’s Report

None

G. AUDIENCE PARTICIPATION

Mr. David Dahm testified in opposition of future annexation of Scott Road and requested to speak at a future Council Meeting (see official meeting packet for testimony).

Mr. William Quiantick spoke on behalf of the Council support to sell the Church property.

Mr. Melvin Grove spoke on behalf of the Council support to sell the Church property.

Ms. Patti Barber spoke on behalf of the Council support to sell the Church property.

Mr. Seth Grove spoke on behalf of the Council support to sell the Church property.

Matanuska-Susitna Borough Assembly Member Stephanie Nowers provided an update on assembly matters.

Great Palmer Chamber of Commerce Director Ailis Vann provided an update on chamber happenings.

H. NEW BUSINESS

None.

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)

Main Motion: To Enter into Executive Session to Discuss Matter which by Law, Municipal Charter, or Ordinances are Required to be Confidential – Potential Litigation Attorney Client Communication: Church Property

Moved by:	Combs
Seconded by:	Carrington
Vote:	7 Yes/0 No
Action:	Motion Carried

Mayor DeVries called a recess at 7:14 p.m. and reconvened the meeting at 7:35 p.m.

The Council entered into Executive Session at 8:30 p.m.

Discussion commenced on the property located at 2390 S. Glenn Highway, also known as the Church property.

Council Member Berberich left the meeting at 9:05 p.m.

Mayor DeVries closed the Executive Session at 9:10 p.m. to reconvene the Regular Meeting.

Mayor DeVries called a recess at 9:10 p.m. and reconvened the meeting at 9:15 p.m.

Council Member Best joined the meeting at 9:16 p.m.

J. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported public testimony was the Item Placed on the Table (see official meeting packet for items placed on the table).

K. AUDIENCE PARTICIPATION

None

L. COUNCIL 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 9:20 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 February 23, 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
Julie Berberich (participated telephonically)
Richard W. Best (participated telephonically)
Steve Carrington

Sabrena Combs, Deputy Mayor
Brian Daniels
Jill Valerius (participated telephonically)

Staff in attendance were the following:

John Moosey, City Manager
Norma I. Alley, MMC, City Clerk

Michael Gatti, City Attorney (participated telephonically)
Brad Hanson, Community Development Director

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 21-014:** Authorizing the City Manager to Execute a Lease Agreement with Skye Investments, LLC for a New Airport Lease on Lease Lot 7 B, Tract B, Palmer Municipal Airport, for the Purpose of Establishing a New Hangar for Corporate Jet Traffic
 - b. ~~**Action Memorandum No. 21-015:** Authorizing the City Manager to Purchase One International Dump Truck Chassis in the Amount of \$192,064.20 and to Purchase the Chassis Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the Sourcwell Vehicle and Chassis Contract No. 060920-NAVS Awarded to Navistar Inc. for New International Trucks~~
 - c. ~~**Action Memorandum No. 21-016:** Authorizing the City Manager to Amend the Professional Services Agreement with HDR, Inc. in an Amount Not to Exceed \$994,229.00 for Additional Engineering Services to Support the City with Final Engineering Design Update, Bidding Assistance, Construction and Project Management for Installation of Two (2) New Clarifiers at the Wastewater Treatment Facility as Required by the First Material Modification to the United States et al. v. City of Palmer Consent Decree~~
2. Approval of Minutes of Previous Meetings
 - a. January 26, 2021, Regular Meeting

Council Member Carrington requested items D.1.b. and D.1.c. be moved to New Business.

Main Motion: To Approve the Agenda, Consent Agenda, and Minutes, as Amended to Move Item D.1.b. and D.1.c. to New Business

Moved by:	Carrington
Seconded by:	Combs
Vote:	6 Yes/0 No/1 Absent (Best)
Action:	Motion Carried

E. COMMUNICATIONS AND APPEARANCES REQUEST

1. Presentation from David Dahms Regarding Petition Against Annexation of Area C into City of Palmer

Mr. David Dahms presented a petition from residents on Scott Road and spoke to the objection of annexing Scott Road area into the city of Palmer. He requested additional information regarding the annexation process and intentions.

F. REPORTS

1. City Manager's Report

City Manager Moosey provided a brief summary of city happenings.

Council Member Best joined the meeting at 7:13 p.m.

2. City Clerk's Report

City Clerk Alley reported advertising for the Administrative Assistant position began today and noted future agenda items.

3. Mayor's Report

Mayor DeVries updated Council on recent meetings, future action on the 9-11 Dispatch Committee, and requested clarification on procedures for meeting conduct and handling of written testimony.

4. City Attorney's Report

City Attorney Mike Gatti updated Council on the WWTP financing and provided history on Palmer reading testimony into the record. Council Member Best asked what constitutes a public record. Mr. Mike Gatti answered it is how the city clerk keeps her record.

G. AUDIENCE PARTICIPATION

Mr. Mike Chmielewski complimented the City Council and facilitator for progress made at the February 20, 2021, strategic planning session; stated he appreciated the further discussion on accessory dwelling units; and announced federal funding options to local governments to assist with testing and vaccine administration.

H. PUBLIC HEARINGS

1. **Resolution No. 20-005-B:** Amending the 2020 City of Palmer Budget for the Fiscal Year Ending December 31, 2020

Mayor DeVries opened the public hearing on Resolution No. 20-005-B. Seeing no one 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.

Main Motion: To Approve Resolution No. 20-005-B

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

2. **Resolution No. 21-007:** Authorizing the City Manager to Apply for an Alaska Clean Water Fund (State Revolving Fund) Loan in the Principal Amount Not to Exceed \$8,000,000.00 to Provide Interim Financing as Required by the USDA Rural Development Loan/Grant Program, for the Construction and Installation of Two Secondary Clarifiers at the Palmer Wastewater Treatment Facility

Mayor DeVries opened the public hearing on Resolution No. 21-007.

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

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

Main Motion: To Approve Resolution No. 21-007

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

3. **Ordinance No. 21-001:** Amending Palmer Municipal Code Title 17 Enacting Palmer Municipal Code Chapter 17.30 Creating a Central Business District

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

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

Mr. Mike Chmielewski testified in support of accessory dwelling units and commended the Council for their consideration.

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

Main Motion: To Approve Ordinance No. 20-001

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

4. **Ordinance No. 21-002:** Amending Palmer Municipal Code Title 17 Regarding a Central Business District and Enacting Palmer Municipal Code Section 17.28.020 Palmer Commercial Land Use Matrix

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

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

Main Motion: To Approve Ordinance No. 21-002

Moved by:	Combs
Seconded by:	Valerius

City Clerk Alley announced there were amendments to the ordinance presented by staff for Council's consideration. Mayor DeVries asked for the suggested copies of the amendments be provided to the Council.

Mayor DeVries called a recess at 7:49 p.m. and reconvened the meeting at 8:02 p.m.

Community Development Director Hanson fielded questions from the Council.

Primary Amendment #1: To Amend Section 17.28.020 Allowing General Services Automotive Repair to Allow in the Commercial Business District as a Permitted Use and to Create a Separate Category for Autobody with the Proposed Existing Uses in Other Zoning Districts

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

Primary Amendment #2: To Amend Section 17.28.020 Allowing Large Retail Establishments in the Commercial Business District

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

Discussion commenced on merits of postponing the ordinance to the next meeting in order to provide additional review.

Motion to Postpone: To Postpone to the Next Regular Meeting

Moved by:	Best
Seconded by:	Carrington
Vote:	2 Yes/5 No (Combs, Berberich, Daniels, DeVries, Valerius)
Action:	Motion Failed for Lack of Majority

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

Vote:	Unanimous
Action:	Motion Carried

I. NEW BUSINESS

- a. *Action Memorandum No. 21-015: Authorizing the City Manager to Purchase One International Dump Truck Chassis in the Amount of \$192,064.20 and to Purchase the Chassis Under the Governmental and Proprietary Procurements Section of Palmer Municipal Code 3.21.230 by Attaching to the Sourcewell Vehicle and Chassis Contract No. 060920-NAVS Awarded to Navistar Inc. for New International Trucks*

Action Memorandum No. 21-015 was moved from the Consent Agenda to New Business.

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

Main Motion: To Approve Action Memorandum No. 21-015

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

- b. *Action Memorandum No. 21-016: Authorizing the City Manager to Amend the Professional Services Agreement with HDR, Inc. in an Amount Not to Exceed \$994,229.00 for Additional Engineering Services to Support the City with Final Engineering Design Update, Bidding Assistance, Construction and Project Management for Installation of Two (2) New Clarifiers at the*

Action Memorandum No. 21-016 was moved from the Consent Agenda to New Business.

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

Main Motion: To Approve Action Memorandum No. 21-016

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

J. RECORD OF ITEMS PLACED ON THE TABLE

City Clerk Alley reported Mr. David Dahms’ testimony and petition and requested amendments to Ordinance No. 21-002 were the Items Placed on the Table (see official meeting packet for items placed on the table).

K. AUDIENCE PARTICIPATION

None

L. COUNCIL 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 8:52 p.m.

Approved this ____ day of _____, 2021.

Norma I. Alley, MMC, City Clerk

Edna B. DeVries, Mayor



PROCLAMATION
A PROCLAMATION HONORING EDUCATION AND SHARING DAY 2021

WHEREAS, excellence in education is vital to the success of our nation and our city; and in the great city of Palmer we seek the betterment of our citizens, and look to instill each child and adolescent with a good education; and

WHEREAS, by preparing our students for the responsibilities and opportunities of the future, education develops the intellect through lessons in literacy, math, and science; and

WHEREAS, one shining example for all people of what education ought to be was provided by the Rebbe, Rabbi Menachem Schneerson, a global spiritual leader who dedicated his life to the betterment of mankind. A tireless advocate for youth around the world, the Rebbe emphasized the importance of education and good character, and instilled the hope for a brighter future into the lives of countless people in America and across the globe; and

WHEREAS, the Rebbe taught that education, in general, should not be limited to the acquisition of knowledge and preparation for a career, or, in common parlance, "to make a better living," and we must think in terms of a "better life" for society as a whole; and

WHEREAS, the educational system must also focus on building character by emphasizing the cultivation of universal moral and ethical values that are the bedrock of society from the dawn of civilization, when they were known as the Seven Noahide Codes, which have often been cited as a guarantee of fundamental human rights; and

WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he has been awarded the Congressional Gold Medal, and the United States Congress has established his Hebrew birth date, the 11th of Nissan, as a national day to raise awareness and strength the education of our children, which falls on March 24, 2021 this year, entering the 120th year; and

WHEREAS, the President of the United States has paid recognition to the Rebbe's vision each year on that day by proclaiming it "Education & Sharing Day USA",

WHEREAS, the character of our young people is strengthened by serving a cause greater than self and by the anchor of virtues, including courage and compassion. By instilling a spirit of service in our children, we create a more optimistic future for them and our city.

NOW, THEREFORE, IT IS PROCLAIMED by the Mayor and City Council of the City of Palmer, Alaska, that, March 24, 2021, is **EDUCATION AND SHARING DAY** in the city of Palmer and call upon government officials, educators, volunteers, and citizens to reach out to young people and work to create a better, brighter, and more hopeful future for all.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the city of Palmer to be affixed on this 23rd day of March, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

Northernmost



in AMERICA

The Alaska State Fairgrounds Palmer AK

MAY 28TH - 30TH

It's More than just a rodeo! It's a part of History!

Action Packed
Memorial Day Weekend
of events !!

CHAMPIONSHIP RODEO,
LIVE MUSIC, VENDORS,
FOOD VENDORS & MORE!

TICKETS ON SALE NOW!!



ain't NO FEAR in The Last Frontier

RODEO

**City of Palmer
Resolution No. 21-011**

Subject: Authorizing the City Manager to apply for an Alaska Clean Water Fund (State Revolving Fund) loan ("State Financing") in the principal amount not to exceed \$8,052,000.00 to provide interim funding as required by the United States Department of Agriculture, to finance the acquisition, construction and installation of two secondary clarifiers at the Palmer Wastewater Treatment Facility. The Council previously authorized the application for State Financing in principal amount of \$8,000,000.00 pursuant to Resolution No. 21-007, approved by the Council on February 23, 2021. This resolution will supersede Resolution No. 21-007.

Agenda of: March 23, 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	_____	_____
_____ <input checked="" type="checkbox"/>	Public Works	<u><i>J. Moosey</i></u>	<u>03/16/2021</u>

Certification of Funds:

Total amount of funds listed in this legislation: \$ **8,052,000.00**

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): _____
- Not budgeted

Director of Finance Signature: *[Signature]*

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. Resolution No. 21-011

Summary Statement/Background:

The City is required to install two secondary clarifiers at the Palmer Wastewater Treatment Facility pursuant to the Federal Consent Decree (Civil Action No. 3:16-cv-00204-TMB).

State Financing rules require approval by Council resolution which authorize the City Manager to apply for State Financing.

Approval of this Resolution allows the City Manager to proceed with submission of an application for State Funding in the amount not to exceed \$8,052,000.00.

Administration's Recommendation:

Approve Resolution No. 21-011, which supersedes Resolution No. 21-007 for the purpose of increasing the State Financing interim loan request from \$8,000,000.00 to \$8,052,000.00.

LEGISLATIVE HISTORY

Introduced by: City Manager Moosey
Public Hearing Date: March 23, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Resolution No. 21-011

A Resolution of the Palmer City Council Authorizing the City Manager to Apply to the State of Alaska, Department of Environmental Conservation for a Loan from the Alaska Clean Water Fund, in an Amount Not to Exceed \$8,052,000.00 to Provide Interim Funds to Finance the Costs of Acquisition, Construction and Installation of Two Secondary Clarifiers at the Palmer Wastewater Treatment Facility

WHEREAS, the installation of two secondary clarifiers ("Improvements") at the City of Palmer, Alaska ("City") Wastewater Treatment Facility ("Facility") is required as part of City's current Federal Consent Decree (Civil Action No: 3:16-cv-00204-TMB); and

WHEREAS, the City seeks to obtain necessary financial assistance to finance the Improvements: and;
and

WHEREAS, the State of Alaska, Department of Environmental Conservation ("ADEC"), through the Alaska Clean Water Fund ("ACWF"), has available funds to finance a portion of the costs of the Improvements; and

WHEREAS, the Council approved Resolution No. 2021-007 on February 23, 2021, which authorized the City Manager to apply to ADEC for ACWF interim financing in the amount of \$8,000,000.00 ("Original Council Resolution"); and

WHEREAS, through further discussions with ADEC, it has been determined the City may apply for \$8,052,000, an increase of funding which will assist in financing the costs of Improvements; and

WHEREAS, it has been determined to be in the best interests of the City to apply for ACWF interim financing in the amount of \$8,052,000.00; and

WHEREAS, this resolution will supersede in all respects the Original Council Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Palmer City Council authorizes the City Manager to apply to the State of Alaska, Department of Environmental Conservation for a loan from the Alaska Clean Water Fund, in an amount not to exceed \$8,052,000.00 for purposes of financing costs of acquiring, constructing and installing two secondary clarifiers and related infrastructure at the City of Palmer Wastewater Treatment Facility.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council that this resolution supersedes the Original Council Resolution in all respects and all actions taken by the City pursuant to the Original Council Resolution are hereby ratified and confirmed.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Palmer City Council that all defined terms set forth in the recitals to this resolution are hereby incorporated into this resolution as if fully set forth herein.

Approved by the Palmer City Council this ____ day of _____, 2021.

Edna B. DeVries, Mayor

Norma I. Alley, MMC, City Clerk

**City of Palmer
Action Memorandum No. 21-019**

Subject: Authorizing the City Manager to Negotiate and Sign an Agreement for Mutual Aid Emergency Assistance with the Municipality of Anchorage

Agenda of: March 23, 2021

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

Originator Information:

Originator: Chad Cameron, Fire Chief

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: \$ **0.00**



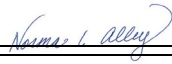
- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

- Budgeted Line item(s): _____
- 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. Mutual Aid Agreement

Summary Statement/Background:

The AM authorizes the City Manager and Fire Chief to sign the Agreement for Mutual Aid Emergency Assistance Between the City of Palmer and the Municipality of Anchorage to provide resources such as personnel and apparatus in times of crisis.

Mutual aid agreements are crucial to providing necessary service to our community. Currently, the City of Palmer Fire & Rescue has mutual aid agreements with the various Matanuska-Susitna Borough fire service areas. Palmer Fire & Rescue routinely provides and receives resources from neighboring fire departments for emergencies such as structure and wildland fires.

The requisite insurance coverage is standard and in place with our other agreements such as the Agreement for Rescue Services by and Between the Matanuska-Susitna Borough and the City of Palmer. There are no additional fiscal responsibilities for the City of Palmer associated with this agreement.

Administration's Recommendation:

To approve Action Memorandum No. 21-019

AGREEMENT FOR MUTUAL AID EMERGENCY ASSISTANCE

Between the

City of Palmer

and the

Municipality of Anchorage

1. **Purpose:** This Agreement establishes the policies and procedures whereby participants hereto provide Mutual Aid Emergency Assistance to each other during times of declared emergency. Service shall be mutually provided and the extent of services shall be governed by the capability of any participant to provide requested services. The participants in this Agreement are the City of Palmer (COP) and the Municipality of Anchorage (MOA).

Authority: This intergovernmental Agreement for providing Mutual Aid Emergency Services between the COP and the MOA is authorized pursuant to the Alaska Constitution, Article 10§13; AS 29.35.010(13); AS 18.70.150; and AS 26.23.060.

2. **Definitions**

- a. “Emergency” includes, but is not limited to, a human-caused or natural event or circumstances within the boundaries of either the COP or MOA, causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism, sabotage or other disaster; this event being or likely to be beyond the capacity of either affected municipality, in terms of personnel, equipment, and facilities, thereby requiring Emergency Assistance.
 - b. “Emergency Assistance” means employees, equipment, services, materials, or supplies offered during an emergency by either party to this Agreement and accepted or requested by the other party to assist in maintaining or restoring normal government services when such service has been disrupted by an emergency and emergency assistance from one party to this Agreement is necessary or advisable, as determined by the requesting party.
3. **Insurance:** The COP and the MOA agree to maintain general liability and auto liability limits, including self-insured retention of up to \$3,000,000.00 no less than:

- a. \$2,000,000.00 Bodily Injury
- b. \$2,000,000.00 Personal Injury
- c. \$2,000,000.00 Property Damage
- d. \$2,000,000.00 General Aggregate

The COP and the MOA agree to maintain worker’s compensation insurance, which shall be statutory as required by the State of Alaska. Employers’ liability shall maintain limits no less than:

- e. Bodily injury by accident \$1,000,000.00 Each Accident
- f. Bodily injury by disease \$1,000,000.00 Each Accident
- g. Bodily injury by disease \$1,000,000.00 Policy Limit

The general liability, auto liability, and workers compensation policies of each entity shall be endorsed with a waiver of subrogation.

4. **Jurisdiction; Choice of Law and Severability:** Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the State of Alaska. The law of the State of Alaska shall govern the rights and obligations of the parties.

If any section or clause of this Agreement is held invalid by a court of law of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect and the parties agree to meet and re-negotiate that section that was determined invalid within thirty days.

5. **General:** The Chief of the COP Fire Department (PFD) or designee is designated as information coordinator for all parties to this Agreement. This includes, but is not limited to, compiling, updating and informing all representatives of participating agencies of changes in operations and equipment that will affect support rendered or requested. The COP Fire Chief or designee will also be responsible for scheduling and conducting a semi-annual meeting to be attended by representatives of each participating agency. This does not prevent a special meeting to be held when requested by a participating agency.
- a. The Agreement shall only be amended, modified or changed by a writing executed by authorized representatives of the parties.
 - b. For the purpose of any amendment, modification, or changes to the terms and conditions of this Agreement, the only authorized representatives of the parties are:
 - i. City of Palmer, City Manager
 - ii. Municipality of Anchorage, Municipal Manager
 - c. Any attempt to amend, modify or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

6. Terms of Agreement:

- a. It is agreed that the parties will assist each other as outlined in Section 7 Responsibilities.
- b. It is further specifically agreed and understood by and among the parties hereto that this Agreement does not and shall not create any monetary contractual obligations between and among the parties.
- c. No additional manpower and resources are required to perform the support provided for in this Agreement. Resources are limited to equipment and manpower available at the time to the Mutual Aid participant responding to the incident.
- d. In the event of mobilization, support under the terms of the Agreement may be provided on the basis of availability at the sole discretion of the Automatic/Mutual aid provider and will continue as long as the provider is able to provide assistance.

7. Responsibilities:

- a. The protection area of this Agreement shall include all lands, public and private, situated within the boundaries of the COP and MOA.
- b. In recognition of the urgent necessity for immediate and swift response in the event of fires or disasters occurring within the area subject to this Agreement, and in order to protect human life and to assure minimum damage to and destruction of property, the parties agree to render emergency assistance to each other within operational capability using resources available at the time, when assistance is requested.
- c. Wildland/Brush fires within the COP or MOA are subject to the current Cooperative Agreement with the State of Alaska, Division of Forestry (DOF) as outlined in the current Annual Operating Plan.
- d. The Anchorage Fire Chief or Designee, or the COP Fire Chief or Designee may request assistance from any or all participants to this Agreement. The request shall be made in writing or by orally communicating a request for mutual aid followed as soon as possible by a written confirmation of the request.
- e. The request of mutual aid shall describe the type of emergency, the location of the emergency, the resources and personnel requested, and a brief description of how the requesting municipality plans to utilize the respond municipality's resources.
- f. The responding organization is committed to sending, without delay, such public safety equipment and resources as requested by the municipality confronting an emergency. This obligation to provided assistance shall be subject to the right of any municipality sending resources to withhold any and all resources, at its sole discretion, to the extent necessary to provide reasonable protection for the safety and protection of its citizens.
- g. The dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- i. The responding department shall report to the Incident Commander (IC) and shall be subject to the direction of the IC or Officer in Charge (OIC).
 - ii. In the event of a major incident such as a conflagration or Type I or II wildland fire in the MOA that may impact the COP, or vice versa, a unified command may be established between the IC or OIC of the MOA and the COP.
 - iii. Mutual Aid resources shall be released as soon as their services are no longer required. Resources may have to be released from the incident scene, if an emergency occurs within the participant's primary response area.
 - iv. The aid provided must be an authorized power of the municipality providing the aid.
 - v. Unless specifically provided otherwise by mutual agreement of the participants the requesting municipality shall have the responsibility of providing food and housing for the personnel of the responding municipality from the time the responding personnel enter the requesting municipality's jurisdiction until the time that the responding personnel depart the requesting municipality's jurisdiction.
 - vi. Whenever the officials, employees, and volunteers of the responding municipality are rendering aid pursuant to this Agreement, such persons shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position as if such aid were being rendered in their home jurisdiction.
- h. The COP does not perform hazardous materials response at the technician level, confined space, trench rescue or high angle rescue but will assist the MOA with material(s), equipment, personnel for perimeter assistance, and medical personnel.
 - i. In addition to the above specified general procedures, the municipalities agree that a Standard Operating Procedure (SOP) or Standard Operating Guideline (SOG), the purpose of which is to outline specific procedures for carrying out a mutual aid response, will be cooperatively developed and become part of this Agreement as Exhibit A upon agreement of the municipalities and execution by the MOA and COP.
 - j. During the period of assistance, the responding municipality shall continue to pay its employees according to its then prevailing ordinance, rules, regulations, and practices.

8. Waiver, Non-Waiver:

- a. Each party waives all claims against every other Mutual Aid provider for compensation for loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement.

- b. The failure of the COP or MOA at any time to enforce a provision of this Agreement shall in no way constitute a waiver of provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the COP or MOA to thereafter enforce each and every protection thereof.

9. **Nondiscrimination:** In performing its duties under this Agreement, neither party may discriminate against any person on the basis of race, creed, religion, color, national origin, age, sex, marital status or change in marital status, disability or perceived disability, pregnancy or status as a Veteran or Veteran of the Vietnam War era, nor any other basis provided for in a participant's local law as that law may apply to the participant.

10. **Review, Negotiation or Amendment, Modification:**

- a. This Agreement shall be reviewed annually by the providers each February and shall be up for renewal every five (5) years.
- b. The COP and MOA, from time to time, may require modification, special review, negotiation or amendments in the scope and content of this Agreement. Request to modify, review, negotiate or amend may be initiated at any time upon written request from any participant. Written request shall be submitted to the COP Fire Chief or Designee or the MOA Fire Chief.

11. **Integration:**

- a. This instrument and all appendices and amendments hereto embody the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either oral or in writing between the parties. In the event of a conflict in the terms and conditions, the following documents are incorporated by reference into this Agreement as being fully set forth herein.
 - i. MOA and DOF Annual Cooperator Agreement
 - ii. COP and DOF Annual Operating Plan
 - iii. MOA/COP Joint SOP/G

12. **Termination:** This Agreement may be terminated at any time upon the mutual consent of the parties.

13. **Termination for Convenience:** The COP or MOA may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. Each party shall provide at least ninety (90) days' notice of such termination. In such event, all equipment, vehicles, apparatus, supplies, reports, or other materials shall be returned to their respective owners.

14. Interpretation and Enforcement: The providers following negotiation between them are executing this Agreement. It shall be construed according to the fair intent of the language as a whole not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions, but are for identification purposes only.

15. Understanding: The COP and MOA acknowledge that they have read and understand the terms of this Agreement, have had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

16. Implementation Clause: This Agreement is effective upon the approval by resolution by the COP Assembly and the MOA Assembly.

City of Palmer

Chad Cameron, Fire Chief

Date

John Moosey, City Manager

Date

Municipality of Anchorage

Anna Henderson, Municipal Manager

Date

Jodie Hettrick, Fire Chief

Date