

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

City Attorney Michael Gatti
City Manager John Moosey
Interim City Clerk Nichole Degner

City of Palmer, Alaska
Regular City Council Meeting
September 28, 2021, at 7:00 PM
City Council Chambers
231 W. Evergreen Avenue, Palmer
www.palmerak.org

AGENDA

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Action Memorandum No. 21-053:** Authorize the City Manager to Execute a 1 Year Contract Extension with Eagle View Excavation in the Amount Not to Exceed \$75.00 Per Hour for City Snow Haul Services.Page 3
 - b. **Action Memorandum No. 21-054:** Authorize the City Manager to Execute a 1 Year Contract Extension with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities.Page 13
 - c. **Action Memorandum No. 21-055:** Requesting the City Clerk to Conduct a Hand Count of the Election of October 5, 2021.Page 23
2. Approval of Minutes of Previous Meetings
 - a. August 24, 2021, Special MeetingPage 27
 - b. August 24, 2021, Regular MeetingPage 29

E. COMMUNICATIONS AND APPEARANCE REQUESTS

F. REPORTS

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

G. AUDIENCE PARTICIPATION

H. PUBLIC HEARINGS

1. **Ordinance No. 21-016:** Amending the Zoning Map to Revise the Zoning Designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial.Page 35

I. UNFINISHED BUSINESS

J. NEW BUSINESS

K. RECORD OF ITEMS PLACED ON THE TABLE

L. AUDIENCE PARTICIPATION

M. EXECUTIVE SESSION

- 1. Subjects That Tend to Prejudice the Reputation and Character of Any Person – Legal Review Regarding Violation of Open Meetings Act Law

N. COUNCIL MEMBER COMMENTS

O. ADJOURNMENT

Tentative Future Palmer City Council Meetings

Meeting Date	Meeting Type	Time	Notes
Oct 11	Special	6 pm	Election Certification
Oct 12	Regular	7 pm	
Oct 19	Special	6 pm	Budget
Oct 26	Special	6 pm	Budget
Oct 26	Regular	7 pm	
Nov 9	Special	6 pm	Budget
Nov 9	Regular	7 pm	
Nov 23	Special	6 pm	Budget
Nov 23	Regular	7 pm	

**City of Palmer
Action Memorandum No. 21-053**

Subject: Authorize the City Manager to Execute a 1 Year Contract Extension with Eagle View Excavation in the Amount not to exceed \$75.00 per hour for City Snow Haul Services.



Agenda of: September 28, 2021

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

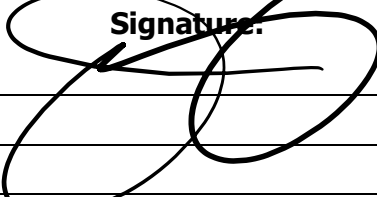
Originator Information:

Originator: Jude Bilafer, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
<input checked="" type="checkbox"/>	Finance		9/10/2021
_____	Fire	_____	_____
_____	Police	_____	_____
<input checked="" type="checkbox"/>	Public Works		9/8/2021

Approved for Presentation By:

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

Certification of Funds:

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

This legislation (√):

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

Funds are (√):

- Budgeted Line item(s): 01-17-40-6030
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Current Snow Hauling Services contract with Eagle View Excavation

Summary Statement/Background:

Snow Hauling Services is an annual contract the City awards. The current contract was awarded to Eagle View Excavation in 2019 for a period of one year, with the option to extend the contract for two additional one-year contracts at the same per hour rate not to exceed \$75.00 per hour for truck and operator. Public Works would like to exercise the second one-year extension to this contract.

The Contractor will be used on an "on-call" basis primarily for snow hauling during Public Works snow removal events.

Eagle View Excavation has had the contract in the past and has been very responsive to the City's needs. The Public Works Maintenance Superintendent will be responsible for overseeing the contractor's work.

Administration's Recommendation:

To approve Action Memorandum No. 21-053.

**City of Palmer
Maintenance Agreement
Snow Hauling Services**

THIS Agreement made and entered this 28th day of October 2019, by and between the City of Palmer, an Alaska municipal corporation (City), and Eagle View Excavation, (Contractor).

SECTION 1 - WORK: The Contractor will do all work described in the attached Bid Specifications. The work is summarily described as: To furnish all materials equipment, insurance and labor necessary to provide Snow Hauling Services including Trucks and Operators "on call".

SECTION 2 - EFFECTIVE DATE/TERM: The Term of this Agreement shall be effective upon execution by both parties and shall continue through **May 31, 2020** with an option to renew for two additional one-year periods at the same unit prices upon mutual consent of the parties and lawful appropriation of funds. The contractor must request the option period be exercised a minimum of 30 days prior to the expiration of the contract, in this case May 1,2020.

SECTION 3 - PAYMENT/METHOD OF PAYMENT: The City shall pay the Contractor **\$75.00 per hour for truck and operator** for the work specified in Section 1 of this Agreement. The Contractor shall bill the City monthly. Payments shall be made to the Contractor within thirty (30) calendar days after the Director of Public Works receives and approves the invoice.

SECTION 4 - RELATIONSHIP OF THE PARTIES: The Contractor shall perform its obligations hereunder as an Independent Contractor of the City. The City may administer this Agreement and monitor the Contractors compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 5 - ASSIGNMENTS AND SUBCONTRACTORS:

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City. However, claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Any such assignment shall be subject to all rights of the City, to include without limitation, those rights of the City set out in Section 21 below.
- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

SECTION 6 – WARRANTY: The Contractor expressly warrants that all materials used will be of the best quality locally available and all workmanship will meet the highest standards of the trade. In addition, the Contractor guarantees to answer personally for all materials and workmanship supplied to the City and shall undertake to Director of Public Works.

SECTION 7 - DUTY OF DEFENSE AND INDEMNIFICATION:

- A. The Contractor shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from all claims, demands, suits, or liability of any nature, kind or character, including without limitation, costs, expenses, and attorney fees.

The Contractor shall be responsible under this clause for any and all legal actions or claims or any character resulting from injuries, death, economic loss, damages, violation of law (to include without limitation, statutes, ordinances, constitutions or other laws, rules or regulations), contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising out of or connected with in any way, directly or indirectly, Contractors or Contractors Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility include claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.

- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 8 - TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision set forth in Section 5 of this Agreement. Equitable compensation shall not exceed the amount reasonably billed for work done and expenses reasonably incurred. The Public Works Director or designee shall determine whether work completed is satisfactory.

SECTION 9 - TERMINATION FOR CONVENIENCE OF THE CITY: The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination at least ten (10) days prior to the effective date of termination.

Upon termination of this Agreement, the City shall pay the Contractor for all work completed to the satisfaction of the Public Works Director or designee as of the date termination is effective.

SECTION 10 – MODIFICATIONS: The City may, from time to time, require modifications in the Scope of Work of the Contract to be performed under this Agreement. However, it is expressly understood that the total amount of compensation for successful performance of this Agreement or other terms of this Agreement shall not under any circumstances be modified without written authorization from the City. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

SECTION 11 - NON-DISCRIMINATION: The Contractor and all persons acting on its behalf, agrees that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

SECTION 12 - COMPLIANCE WITH LAWS: Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by the Contractor of an applicable law shall constitute an event of default under this Agreement and the Contractor shall be liable for and hold the City harmless and defend

the City from and against all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City because of the violation.

Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

SECTION 13 - NON-WAIVER: The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each provision hereof.

SECTION 14 – SEVERABILITY: If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 15 - RULE OF INTERPRETATION: This Agreement shall not be interpreted for or against either party, but shall be interpreted according to its fair and reasonable intent.

SECTION 16 – NOTICES: Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by registered or certified mail to the following address:

<u>City:</u>	City of Palmer	<u>Contractor:</u>
	Nathan E. Wallace, City Manager	Eagle View Excavation
	231 W. Evergreen Avenue	P.O. Box 3247
	Palmer, AK 99645	Palmer, AK 99645

SECTION 17 – INSURANCE: Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

The Contractor shall provide the following types of insurance:

<u>Workers' Compensation</u>	<u>Minimum Limits</u>
\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Worker's Compensation Statutes	Statutory
<u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Bodily Injury and Property Damage Liability Premises Operations including explosion, Collapse and underground; Products and Complete Operations; Broad Form Property Damage; Blanket Contractual: Personal Injury Owner's/Contractor's Protection	\$1,000,000 Combined Limit Each Occurrence and \$2,000,000 Aggregate

Comprehensive Automobile Liability

Minimum Limits

Bodily Injury and Property Damage,
Including all owned, hired and non-owned
automobiles

\$1,000,000
Combined Limit
per Accident

- i) Insurance policies shall name the City of Palmer as an additional insured for the purpose of the project and shall contain a waiver of subrogation against the owner.
- ii) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
- iii) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Alaska.
- iv) Consultant shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- v) In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverage required of the Contractor hereunder.
- vi) All required certificates and policies shall provide that coverage shall not be cancelled or modified without providing (30) days prior written notice to the City in a manner approved by the City Attorney.
- vii) A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to section 8.

SECTION 18 – UNDERSTANDING: The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor’s choice, and is executing this Agreement of the Contractor’s own free will.

SECTION 19 – TITLES: The titles of sections in this Agreement are for identification purposes only and are not to be construed as definitions or limitations on the terms of the Agreement.

SECTION 20 - THIRD PARTIES NOT NECESSARILY TO BENEFIT: It is specifically agreed between the parties executing this Agreement it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage or any other cause pursuant to the terms or provisions of this Agreement

SECTION 21 - CONTRACTORS OBLIGATIONS TO CITY:

- A. Any Contractor in arrears on an obligation to the City, including, but not limited to tax, assessment, lease, sale, charge, fee, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

- B. This Agreement can be terminated for cause, pursuant to Section 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears on any obligation to the City, to include without limitation, taxation, assessment, lease, charge, fee, or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by certified mail, return receipt requested.
- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases, charges, fees, and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

SECTION 22 - ETHICAL STANDARDS: Contractor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former city officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business.

SECTION 23 - ENVIRONMENTAL SPILLS: Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC BY THE Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18 AAC 75.

SECTION 24 - ENTIRE AGREEMENT: The City and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between City and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited above.

CITY OF PALMER



 Nathan E. Wallace, City Manager

10/28/19

 Date

CONTRACTOR



 Reed D. Dilley, Owner

10-29-19

 Date

Funding Source Verification: 01-17-40-6030



 Gina Davis, Director of Finance

**City of Palmer
Action Memorandum No. 19-074**

Subject: Authorizing the City Manager to Award and Execute a Contract with Eagle View Excavation in an Amount not to Exceed \$75.00 per Hour for City Snow Haul Services

Agenda of: October 22, 2019

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


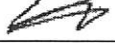
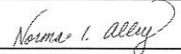
Originator Information:

Originator: City Manager

Department Review:

Route to:	Department Director:	Signature:	Date:
	Community Development		
✓	Finance		10/07/19
	Fire		
	Police		
✓	Public Works		10/07/19

Approved for Presentation By:

	Signature:	Remarks:
City Manager		
City Attorney		
City Clerk		

Certification of Funds:


Total amount of funds listed in this legislation: \$ **Unknown-event based**

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): 01-17-40-6030 (\$23,156)
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Bid Tabulations

Summary Statement/Background:

Snow Haul Services for the City is an annual contract the City awards. The Contractor will be used on an "on-call" basis for snow hauling during Public Works snow removal events.

An invitation to bid was posted and two bids were received and reviewed by City staff. Eagle View Excavation had the lowest bid price, at \$75.00 per hour. Eagle View Excavation has had the Snow Haul contract in the past.

The Public Works Maintenance Superintendent will be responsible for overseeing the contractor's work.

Administration's Recommendation:

To approve Action Memorandum No. 19-074.

BID TABULATIONS

	Bidder 1	Bidder 2	Bidder 3	Bidder 4
	Dirtworks, Inc	Eagle View Excavation		
BID PROPOSAL	Bid Amount	Bid Amount	Bid Amount	Bid Amount
Acknowledged Addenda 1 (Y/N)	NA	NA	NA	NA
Signed Proposal (Y/N)	Yes	Yes		
Bid Security (Bond) (Y/N)	NA	NA		
Total Per Hour Bid	\$ 100.00	\$ 75.00		

Per PMC 3.21.200 the City Manager is waiving an irregularity of an unsealed bid

**City of Palmer
Action Memorandum No. 21-054**

Subject: Authorize the City Manager to Execute a 1 Year Contract Extension with White Knight Services in the Amount of \$1,954.00 per Event for Snow Removal Services for City Facilities.

Agenda of: September 28, 2021

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

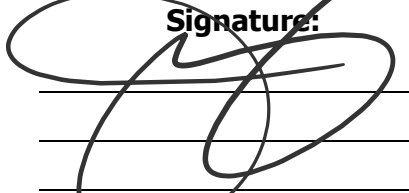
Originator Information:

Originator: Jude Bilafer, Director of Public Works

Department Review:

Route to:	Department Director:	Signature:	Date:
_____	Community Development	_____	_____
✓	Finance		09/10/2021
_____	Fire	_____	_____
_____	Police	_____	_____
✓	Public Works		9/8/2021

Approved for Presentation By:

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

Certification of Funds:

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

This legislation (✓):

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

Funds are (✓):

- Budgeted Line item(s): 01-17-40-6030
- Not budgeted

Director of Finance Signature: 

Attachment(s):

- Current Snow Removal contract with White Knight Services

Summary Statement/Background:

Snow Removal of City Facilities is an annual contract the City awards. The current contract was awarded to White Knight Services in 2019 for a period of one year, with the option to extend the contract for two additional one-year contracts at the same per event rate of \$1,954.00. Public Works would like to exercise the second one-year extension to this contract.

The Contractor will be used in an "on-call" basis primarily for snow removal from parking lots at City buildings.

White Knight has had the contract for the past four years and has been very responsive to the City's needs.

The Maintenance Superintendent of Public Works will be responsible for overseeing the contractor's work.

Administration's Recommendation:

To approve Action Memorandum No. 21-054.

**MAINTENANCE AGREEMENT
BETWEEN CITY OF PALMER AND CONTRACTOR
Snow Removal Services – City Facilities**

This Agreement made and entered this 8th day of October 2019, by and between the City of Palmer, an Alaska municipal corporation (City), and **White Knight Services**, (Contractor).

SECTION 1-WORK

The Contractor will do all work described in the attached Bid Specifications (Attachment A). The work is summarily described as: To furnish all materials equipment, insurance and labor necessary to provide on-call Snow Removal Services for City Facilities.

SECTION 2-EFFECTIVE DATE/TERM

The Term of this Agreement shall be effective upon execution by both parties and shall continue through **May 31, 2020** with an option to renew for two additional one-year periods at the same unit prices upon mutual consent of the parties and lawful appropriation of funds. The contractor must request the option period be exercised a minimum of 30 days prior to the expiration of the contract, in this case, May 1, 2020.

SECTION 3-PAYMENT/METHOD OF PAYMENT

The City shall pay the Contractor **\$1,954 per snow event** for the work specified in Section 1 of this Agreement. The Contractor shall bill the City monthly. Payments shall be made to the Contractor within thirty (30) calendar days after the Director of Public Works receives and approves the invoice.

SECTION 4-RELATIONSHIP OF THE PARTIES

The Contractor shall perform its obligations hereunder as an independent Contractor of the City. The City may administer this Agreement and monitor the Contractor's compliance with this Agreement but shall not supervise or otherwise direct the Contractor except to provide recommendations and to provide approvals pursuant to this Agreement.

SECTION 5-ASSIGNMENTS AND SUBCONTRACTORS

- A. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City. However, claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution or by court order without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Any such assignment shall be subject to all rights of the City, to include without limitation, those rights of the City set out in Section 21 below.

- B. The Contractor shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

SECTION 6-WARRANTY

The Contractor expressly warrants that all materials used will be of the best quality locally available and all workmanship will meet the highest standards of the trade. In addition, the Contractor guarantees to answer personally for all materials and workmanship supplied to the City and shall undertake to correct workmanship or defect in materials found by the Public Works Director.

SECTION 7-DUTY OF DEFENSE AND INDEMNIFICATION

- A. The Contractor shall indemnify, defend, and hold and save the City, its elected and appointed officers, agents and employees, harmless from all claims, demands, suits, or liability of any nature, kind or character, including without limitation, costs, expenses, and attorney fees. The Contractor shall be responsible under this clause for any and all legal actions or claims or any character resulting from injuries, death, economic loss, damages, violation of law (to include without limitation, statutes, ordinances, constitutions or other laws, rules or regulations), contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising out of or connected with in any way, directly or indirectly, Contractor's or Contractor's Officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the City or its agents which are said to have contributed to the losses, failure, violations, or damage. However, Contractor shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the City, its agents, or employees.
- B. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause should remain enforceable.

SECTION 8-TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed in accordance with the payment provision set forth in Section 5 of this Agreement. Equitable compensation shall not exceed the amount reasonably

billed for work completed and expenses reasonably incurred. The Director of Public Works or designee shall determine whether work completed is satisfactory.

SECTION 9-TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination at least ten (10) days prior to the effective date of termination.

Upon termination of this Agreement, the City shall pay the Contractor for all work completed to the satisfaction of the Director of Public Works or designee as of the date termination is effective.

SECTION 10-MODIFICATIONS

The City may, from time to time, require modifications in the Scope of Work of the Contract to be performed under this Agreement. However, it is expressly understood that the total amount of compensation for successful performance of this Agreement or other terms of this Agreement shall not under any circumstances be modified without written authorization from the City. All modifications in the terms of this Agreement shall be incorporated by written amendments to this Agreement executed by both parties.

SECTION 11-NON-DISCRIMINATION

The Contractor and all persons acting on its behalf, agrees that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any person qualified to perform the services required under this Agreement.

SECTION 12-COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by the Contractor of an applicable law shall constitute an event of default under this Agreement and the Contractor shall be liable for and hold the City harmless and defend the City from and against all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the City because of the violation.

Contractor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

SECTION 13-NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision hereof.

SECTION 14-SEVERABILITY

If any provision of the Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement and its application to other persons or circumstances shall not be affected thereby.

SECTION 15-RULE OF INTERPRETATION

This Agreement shall not be interpreted for or against either party, but shall be interpreted per its fair and reasonable intent.

SECTION 16-NOTICES

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by registered or certified mail to the following address:

City: City of Palmer
Nate Wallace, City Manager
231 W. Evergreen Avenue
Palmer, AK 99645

Contractor: White Knight Services
Lance & Terre DeVaney
P.O. Box 2035
Palmer, AK 99645

SECTION 17-INSURANCE

Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

The Contractor shall provide the following types of insurance:

<u>Workers' Compensation</u>	<u>Minimum Limits</u>
\$500,000 Employers Liability and Workers' Compensation as required by Alaska State Worker's Compensation Statutes	Statutory
 <u>Comprehensive General Liability</u>	 <u>Minimum Limits</u>
Bodily Injury and Property Damage Liability Premises Operations including explosion, Collapse and underground; Products and Complete Operations: Broad Form Property Damage; Blanket Contractual: Personal Injury Owner's/Contractor's Protection	\$1,000,000 Combined Limit Each Occurrence and \$2,000,000 Aggregate

Comprehensive Automobile Liability

Minimum Limits

Bodily Injury and Property Damage,
Including all owned, hired and non-owned
Automobiles

\$1,000,000
Combined Limit
per Accident

- i) Insurance policies shall name the City of Palmer as an additional insured for the purpose of the project and shall contain a waiver of subrogation against the owner.
- ii) Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.
- iii) All policies of insurance shall be issued by insurance companies licensed to do business in the State of Alaska.
- iv) Consultant shall furnish certificates of insurance, acceptable to the City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.
- v) In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the City, to secure and maintain all minimum insurance coverage required of the Contractor hereunder.
- vi) All required certificates and policies shall provide that coverage shall not be cancelled or modified without providing (30) days prior written notice to the City in a manner approved by the City Attorney.
- vii) A lapse in insurance coverage is a material breach of this contract which shall result in immediate termination of the contract, pursuant to section 8.

SECTION 18-UNDERSTANDING

The Contractor acknowledges that the Contractor has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of the Contractor's choice, and is executing this Agreement of the Contractor's own free will.

SECTION 19-TITLES

The titles of sections in this Agreement are for identification purposes only and are not to be construed as definitions or limitations on the terms of the Agreement.

SECTION 20-THIRD PARTIES NOT NECESSARILY TO BENEFIT

White Knight Services
Snow Removal Contract

It is specifically agreed between the parties executing this Agreement it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage or any other cause pursuant to the terms or provisions of this Agreement

SECTION 21-CONTRACTOR'S OBLIGATIONS TO CITY

- A. Any Contractor in arrears on an obligation to the City, including, but not limited to tax, assessment, lease, sale, charge, fee, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.
- B. This Agreement can be terminated for cause, pursuant to Section 10, if it is determined that a Contractor, whether the amounts owed are in the name of the Contractor as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears on any obligation to the City, to include without limitation, taxation, assessment, lease, charge, fee, or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by certified mail, return receipt requested.
- C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases, charges, fees, and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

SECTION 22-ETHICAL STANDARDS

Contractor represents that it has not: (a) provided an illegal gift or payoff to any City officer or employee, or former City officer or employee, or to any relative or business entity of a City officer or employee, or relative or business entity of a former city officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business.

SECTION 23-ENVIRONMENTAL SPILLS


Reporting or clean-up of any spills of oil and/or hazardous substances larger than one gallon must be reported to ADEC BY THE Contractor. Any quantity of a spilled hazardous substance must be cleaned up, containerized, and disposed of in a proper manner. All spills in the water must be reported immediately to ADEC. Clean-up procedures are specified in ADEC's Oil and Hazardous Substances Pollution Control Regulations, 18 AAC 75.

SECTION 24-ENTIRE AGREEMENT

The City and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between City and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

IN WITNESS, WHEREOF, the Parties have executed this Agreement the day and year recited above.

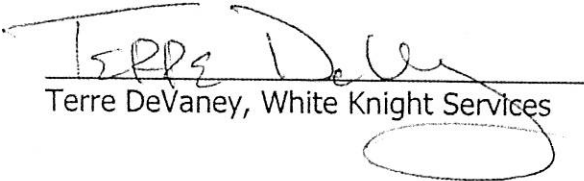
CITY OF PALMER



Nathan Wallace, City Manager

11/22/19
Date

CONTRACTOR



Terre DeVaney, White Knight Services

11-18-19
Date

Funding source verification

Account
01-17-40-6030



Gina Davis, Director of Finance

White Knight Services
Snow Removal Contract

City of Palmer
Action Memorandum No. 21-055

Subject: Requesting the City Clerk to Conduct a Hand Count of the October 5, 2021 City Council Election

Agenda of: September 28, 2021

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

Originator Information:

Originator: Edna DeVries, Mayor of Palmer

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: \$ **1,685.00**

This legislation (√):

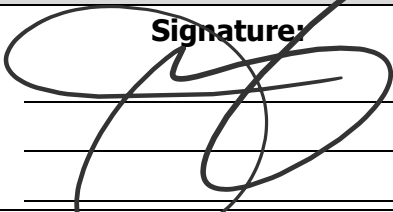
- Creates revenue in the amount of: \$ _____
- Creates expenditure in the amount of: \$ 1,685.00
- Creates a saving in the amount of: \$ _____
- Has no fiscal impact

Funds are (√):

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

Director of Finance Signature: 

Approved for Presentation By:

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

Attachment(s):

1. None

Summary Statement/Background:

The backbone of our democracy rests on open, and fair elections. Numerous citizens have come before the Palmer City Council raising concerns about the October 5, 2021 election. The City Council in an effort to assuage fears that the City of Palmer's elections are not legitimate shall request that the City Clerk complete a hand count of all eligible ballots upon the completion of its existing process.

18.05.025 States

Unless otherwise provided by law, the clerk shall be responsible for the calling and supervision of all city elections. (Ord. 620 § 3, 2004; Ord. 546 § 5, 1999)

18.35.012 States

A. The ballots shall be counted by the ballot tabulation system selected by the clerk.

18.35.030 States

The clerk shall designate the ballot tabulation system to be used in the counting of the ballots or use the same system designated by the borough clerk. The clerk may negotiate and contract with the state or a private company for the needed ballot tabulation services or use the same contract as designated by the borough clerk. (Ord. 12-009 § 14, 2012; Ord. 620 § 10, 2004; Ord. 534 § 12, 1998; Ord. 515 § 3, 1997)

18.40.010 States

A candidate or 10 qualified voters may contest the election of any person or the approval or rejection of any question or proposition upon one or more of the following grounds:

- A. Malconduct, fraud or corruption by an election official sufficient to change the result of the election;
- B. The person elected is not qualified under law or ordinance; or
- C. Existence of a corrupt election practice as defined by the laws of the state of Alaska sufficient to change the result of the election. (Ord. 620 § 11, 2004; Ord. 515 § 3, 1997)

18.45.010 States

A. A defeated candidate or 10 qualified city voters may file an application with the clerk for a recount of the votes from any particular precinct, or for any particular office, proposition or question by filing the application with the clerk at any time before 5:00 p.m. on the day of the certification of the election results or by delivering the application for recount to the council at its meeting to certify the election returns.

B. The date the clerk receives an application rather than the date of mailing or transmission determines whether the application is filed within the time allowed under this section.

C. If two or more candidates tie in having the highest number of votes for the same office, to which only one candidate is to be elected, the clerk shall initiate a recount. (Ord. 14-009 § 3, 2014; Ord. 620 § 12, 2004; Ord. 515 § 3, 1997)

18.45.020 States

A. A recount application shall:

1. State in substance the basis of the belief that a mistake has been made;
2. Identify the particular precinct, office, proposition, or question for which the recount is to be held;
3. State the person making the application is a candidate or that the 10 persons making the application are qualified city voters;
4. List the full name and contact information of the candidate or each of the 10 qualified city voters;
5. List the contact information for the two qualified voters who shall represent the candidate, proposition or question during the recount.

B. The application shall include a deposit in cash, by certified check or by bond with a surety approved by the clerk.

1. The deposit amount, established in the current, adopted budget, shall be paid for each precinct.
2. If less than all precincts are requested for recount, early voter, absentee by mail, and questioned ballots shall be considered one combined precinct for the purposes of the recount.
3. If all precincts are included in the request, there shall be no additional charge for the recount of early voter, absentee by mail, and questioned ballots. (Ord. 18-003 § 10, 2018; Ord. 14-009 § 3, 2014; Ord. 07-029 § 35, 2007; Ord. 620 § 12, 2004; Ord. 515 § 3, 1997)

Administration's Recommendation:

A. CALL TO ORDER

A Special meeting of the Palmer City Council was held on August 24, 2021, at 6:00 p.m. in Council Chambers, Palmer, Alaska. Mayor DeVries called the meeting to order at 6:05 p.m.

B. ROLL CALL

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

Edna DeVries, Mayor	Sabrina Combs, Deputy Mayor
Julie Berberich (video conference)	Brian Daniels (video conference)
Richard W. Best (arrival at 6:10 p.m.)	Jill Valerius (video conference)
Steve Carrington	

Also in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney
Nichole Degner, Interim City Clerk	Kimberly Green, Human Resources
Pam Whitehead, Recording Secretary (telephonically)	

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

Main Motion: To Approve Agenda as presented.

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

E. NEW BUSINESS:

1. City Clerk Candidate Meet and Greet – 5:00 p.m.

The City Council had an informal meet and greet with City Clerk Candidate Glenda Worsham.

2. City Clerk Candidate Interview
 - a. Glenda Worsham – 6:00 p.m.

Ms. Worsham narrated a slide presentation on Roberts Rules of Order and what it means for municipalities, followed by Council member questions.

Mayor DeVries, on behalf of the Council, conducted the interview with an agreed upon series of questions along with Council member follow-up questions.

F. RECORD OF ITEMS PLACED ON THE TABLE:

- 1) City Clerk Interview Packet.

G. AUDIENCE PARTICIPATION

Mayor DeVries opened Audience Participation.

Mr. Mike Chmielewski shared his experiences over the last few days broadcasting live at the Alaska State Fair.

There being no others coming forward, Mayor DeVries closed Audience Participation at 6:51 p.m.

H. COUNCIL COMMENTS:

Council member Berberich thanked Ms. Worsham and spoke in appreciation of her coming to Alaska for a second interview and hopes she enjoys the rest of her trip.

Council member Valerius also thanked Ms. Worsham for traveling here and appreciated her presentation.

I. ADJOURNMENT

With no further business before the City Council, the special meeting adjourned at 6:52 p.m.

APPROVED this 28th day of September, 2021.

Nichole Degner, Interim City Clerk

Edna B. DeVries, Mayor

A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on August 24, 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	Sabrina Combs, Deputy Mayor
Julie Berberich (video conference)	Brian Daniels (video conference)
Richard W. Best	Jill Valerius (video conference)
Steve Carrington	

Also in attendance were the following:

John Moosey, City Manager	Michael Gatti, City Attorney
Nichole Degner, Interim City Clerk	Kimberly Green, Human Resources
Gena Davis,	
Pam Whitehead, Recording Secretary (telephonically)	

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
 - a. **Resolution No. 21-029** AEPS Phase ## FAA Grant R1
 - b. **Resolution No. 21-031** TW November FAA Grant
 - c. **Action Memorandum No. 21-048** Professional Legal Services 2021
 - d. **Action Memorandum No. 21-049** Country Garden Farms LLC
 - e. **Action Memorandum No. 21-050** HDL Contract Amendment TW N Design Project
 - f. **Action Memorandum No. 21-051** HDL Contract Amendment AEPS Phase II R1
2. Approval of Minutes of Previous Meetings
 - a. July 27, 2021, Special Meeting
 - b. July 27, 2021, Regular Meeting

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

Moved by:	Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

E. COMMUNICATION AND APPEARANCE REQUESTS: None.

F. REPORTS

1. City Manager's Report

City Manager Moosey:

- reported briefly regarding agenda item 2020 Financial Audit, commending Gina Davis and her staff on a job extremely well done;
- reported new City personnel: Jude Bilafer, Public Works Director; Jackie Andrus, Public Works Administrative Assistant; Jeannette Sinn, promoted to Deputy City Clerk; Cotton Gore, Community Development Recreational Operations Supervisor; and Kristin Elieff, Administrative Assistant to City Manager;
- advised of the need for a new city vehicle for winter plowing; following further discussion and clarification, City Manager Moosey will have an Action Memorandum on the agenda for the next meeting.
- Responded to Council Member questions.

2. Mayor's Report

Mayor DeVries:

- encouraged everyone to attend the Alaska State Fair; commended Deputy Mayor Combs for the great Parade last Saturday.

3. City Clerk's Report:

City Manager Moosey:

- Reported regarding the election equipment testing and election security;
- Spoke to the City of Palmer's purchase of five new voting machines which match the State and Borough voting equipment made by the Dominion Corporation; outlined the election process.

4. City Attorney's Report:

City Attorney Gatti:

- Spoke to options to consider on securing the purchase of a new snow plow truck.

G. AUDIENCE PARTICIPATION:

Mayor DeVries opened Audience Participation at 7:20 p.m.

Ms. Lilahlee Borland, city resident, testified raising major concerns regarding the Dominion voting machines.

Mr. Mike Coons spoke to being attacked by members of Moms for Social Justice for voicing their concerns at City Council meetings. He contributes to Palmer's economy and even though he lives outside city limits, has a right to be an advocate for conservative voices. Noted for the council members that don't listen because he is not a resident, shows good reason why they should be replaced. He will continue to speak up on issues that he feels a need to voice his opinions and will call on others to do so as well. (Mr. Coons submitted his written comments in full to the City Council)

Ms. Cindy Hutchins, testified raising major concerns over the Dominion voting machines and election integrity.

Ms. Jackie Ivey GoForth, testified about the Democrats in power not caring about the people, only power over the people; spoke to what's happening in Afghanistan and the humanitarian crisis for which they don't seem to care.

There being no others coming forward, Mayor DeVries closed Audience Participation at 7:34 p.m.

H. PUBLIC HEARINGS: None.

I. UNFINISHED BUSINESS: None.

J. NEW BUSINESS:

1. Committee of the Whole: Presentation of the 2020 Financial Audit (note: action may be taken by the Council following the committee of the whole)

Main Motion: To enter into Committee of the Whole.

Moved by:	Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

[The Council entered Committee of the Whole at 7:30 p.m.; exited at 7:57 p.m.]

Presentation:

Joy Mariner, serving as the Audit Partner on the City financial statements and audit of the City award programs (CARES Act), presented the overall results of the 2020 Financial Audit. They are an independent auditing firm hired by the City to perform an independent audit. They found no problems and commended the Finance team for a phenomenal job; also commended the City Council for being careful and adhering to the rules about how they approved the use of the CARES money. She then went on to explain the Financial Statement Audit Opinion in more detail.

There being no questions, Mayor DeVries thanked Ms. Mariner on behalf of the City Council for the very thorough job.

The Council exited Committee of the Whole at 7:57 p.m. and reconvened the Regular Meeting.

Main Motion: To accept the 2020 Audit Report as presented.

Moved by:	Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

2. Resolution No. 21-030, Changes to Fee Schedule MTA Events Center.

City Manager Moosey provided a staff report related to Resolution No. 21-030 and requested approval as presented.

Main Motion: For approval of Resolution No. 21-030 as presented.

Moved by:	Combs
Seconded by:	Daniels
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

3. Resolution No. 21-032, Appropriating CSLFRFA ARPA Funds.

Main Motion: For approval of Resolution No. 21-032.

Moved by:	Combs
Seconded by:	Valerius
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

K. RECORD OF ITEMS PLACED ON THE TABLE:

Ms. Degner reported the following items placed on the table: 1) 2020 Audit Book.

L. AUDIENCE PARTICIPATION:

Mr. Mike Coons, spoke to election integrity, encouraging absentee ballots are well-tracked using signature verification and making sure everything is verified before separating the envelope from the ballot.

Ms. Jackie GoForth testified regarding election integrity raising strong concerns regarding the Dominion voting machines, noting they can be entered into through the internet by anyone who has the password. She also testified concerning her research that Covid deaths are being reported at a higher number than they actually are.

Ms. Cindy Hudgins, testified that she heard FEMA is offering money (\$8,000) to individuals to pay for the funerals of family members who have died from Covid. She also testified further in opposition to the Dominion voting machines, noting she has no faith in the upcoming city election if these machines are used.

Mr. Mike Chmielewski shared conversations at the Alaska State Fair with Governor Dunleavy, Commissioner Adam Crum, and Football Player Mark Schlereth, all saying that vaccinations are the best defense against the Delta variant of the virus; recommended if you have questions about the vaccine to speak to people who are knowledgeable – AHSS booth at the Fair is offering vaccinations, but it's also a place to ask questions and address concerns.

Mr. Jason Boreland testified in opposition to the Covid vaccine because of the amount of misinformation, noting that the FDA (see website) has now deleted from the VECDER what is to be expected from these "vaccines;" spoke as someone with massive OSHA training, mask wearing will do nothing to stop the virus and suffocating are children in school in order to save them feels very wrong; encouraged the Council and our City to do everything in their power to stand against this.

Ms. Lilahlee Boreland testified concerning her and her family's personal experience with Latent TB and the lack of response from public health officials to her calls fearing a Covid co-pandemic; noted the CDC website recently stated for 2020 they are basically positive that TB went underdiagnosed, not diagnosed, and mistreated because of Covid. The problem is being fed all this information that fits one narrative and when there's a problem, no public health officials are addressing it or calling back.

Mr. Erik Anderson, spoke to Action Memorandum 21-041, noting he bids contracts for a living, and when he looked through the Contract for the Clarifiers, there are a number of things that he questions as a citizen, one being why are there a \$2.5 Million difference on the same part for the project? He encouraged the Council to read and ask questions before saying yes because sometimes yes doesn't make sense.

Ms. Lee Henrikson spoke to regarding the Cedar Park Developers being upset about the Subdivision Agreement that was presented to them and gave a deadline to have it fixed; she inquired about the status of that Subdivision Agreement.

There being no others coming forward, Mayor DeVries closed Audience Participation at 8:28 p.m.

Main Motion: To enter Executive Session for subjects that tend to prejudice the reputation and character of any person for City Clerk Recruitment.

Moved by:	Combs
Seconded by:	Best
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

Mayor DeVries called a break at 8:30 p.m. to clear the room for Executive Session.

M. EXECUTIVE SESSION: [Not Recorded]

1. Subjects That Tend to Prejudice the Reputation and Character of Any Person - City Clerk Recruitment (Note: All city clerk candidates may be discussed during the executive session. Personnel action regarding the City Clerk Candidates may be taken following the executive session)

[The City Council entered Executive Session at 8:40 p.m.; exited at 9:35 p.m.]

The Regular Meeting resumed at 9:40 p.m.

Main Motion: To Direct HR to repost the City Clerk position and ask the City Manager to bring forward the Ordinance for the Residence Requirements for the City Clerk for consideration.

Moved by:	Combs
Seconded by:	Berberich
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

Deputy Mayor Combs clarified that in the job posting to remove the resident requirement from the posting with possibly a caveat note that the Council is considering changes to that requirement.

Main Motion: To direct the City Attorney to move forward on reviewing the requirements of the position for the 2nd candidate and whether or not those requirements are met.

Moved by:	Combs
Seconded by:	Carrington
Vote:	Unanimous
Action:	Motion Carried by roll call vote.

N. COUNCIL COMMENTS:

Council Member Valerius thanked Gina and the Finance Department for doing an outstanding job on the Audit Report.

Council Member Daniels spoke in appreciation of all the City Staff for the good work they do; also extended thank you to City Clerk Candidate Glenda Worsham for coming.

Council Member Berberich reiterated what has been said about Gina and her staff for their as-always excellent work on the Audit; makes her proud to work with the City and the excellent Financial staff. Also, congratulations to all the new employees in the City. Shared meeting a gentleman from Ohio while walking her dog in the Matanuska River Park who raved about our Alaska State Fair, noting he's been to a lot of state fairs, but never one as great as this.

Deputy Mayor Combs thanked Mayor DeVries for attending the Alaska State Fair Parade on the grandstand, noting it was a short parade but also a good parade, not to mention the weather was great! She loves the State Fair and spoke to all the new things at the Fair with a lot of new vendors. Extended welcome to all the new employees.

Council Member Carrington also thanked Gina and her staff for the hard work, that to have an audit with no findings in a year of Covid/CARES money is very impressive.

Council Member Best asked for Council support with regard to AML Award Nominations for Audits to put the City of Palmer's Finance Department and Director up for any awards upcoming in this next cycle. **Deputy Mayor Combs** spoke in support, noting it would be for the November Conference.

Council Member Best spoke to the allegation at the last meeting made by the public that the City Council had breached the Open Meetings Act with members participating in a closed Facebook Group. He asked for Council support to direct the City Manager to hire an investigator to review and bring back a report to City Council as to any findings pertaining to that allegation.

Council Member Carrington spoke in support.

Mayor DeVries asked City Manager Moosey to prepare a Certificate of Appreciation for Gina Davis.

O. ADJOURNMENT:

With no further business before the City Council, the meeting adjourned at 9:50 p.m.

APPROVED this 28th day of September, 2021.

Nichole Degner, Interim City Clerk

Edna B. DeVries, Mayor

**City of Palmer
Ordinance No. 21-016**

Subject: Amending the Zoning Map to Revise the Zoning Designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial.


Agenda of: September 14, 2021 - Introduction

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

Originator Information:

Originator: Brad Hanson, Community Development Director

Department Review:

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

Certification of Funds:

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

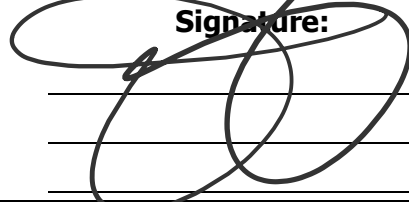
- This legislation (√):
- Creates revenue in the amount of: \$ _____
 - Creates expenditure in the amount of: \$ _____
 - Creates a saving in the amount of: \$ _____
 - Has no fiscal impact

Funds are (√):

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

Director of Finance Signature:  _____

Approved for Presentation By:

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

Attachment(s):

1. Ordinance No. 21-016
2. Planning and Zoning Commission Resolution No. 21-005 with Findings of Facts
3. Planning and Zoning Commission Minutes for August 19, 2021 (Draft Copy)
4. Staff Report
5. Public Notice and Vicinity Map for Council Public Hearing of August 19, 2021
6. Zoning Map Amendment Application
7. Public Comments Received for City Council Public Hearing

Summary Statement/Background:

On August 19, 2021, Palmer Food Bank initiated a zoning map amendment to re-zone Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4 to CG-General Commercial. The property is a corner lot and is located on East Arctic Avenue and has access from South Denali Street. The plat was recorded in 1954, after the existing house was built on the property in 1950. The property was initially zoned R-1, followed by a rezone to R-2 in 1983. In 2005 when the city added two multi-family zoning districts to Palmer Municipal Code the property was rezoned to from R-2 to R-4.

During the required Public Hearing on August 19, 2021, the Planning & Zoning Commission (Commission) unanimously voted to approve the zoning map amendment to rezone Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4 to CG-General Commercial. The Commission found the proposed change is in accordance with the City Comprehensive Plan and forwarded recommendation to approve the zoning map amendment as submitted by the petitioner.

The applicants are requesting a zone change to expand the facility for more space for storage as well as to better serve the community. This rezone will create more flexibility as well as new opportunities to be considered for the Palmer Food Bank by allowing a more compatible use of land and uniformity of district zoning.

If rezoned to CG-General Commercial, this parcel will be compatible with surrounding zoning districts and would allow the space to expand the Palmer Food Bank.

Ordinance No. 21-016 will re-zone Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial and create compatible land zoning for this permitted use.

Administration's Recommendation:

Adopt Ordinance No. 21-016 to amend the Zoning Map to revise the designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial.

LEGISLATIVE HISTORY

Introduced by: Manager Moosey
Date: September 14, 2021
Public Hearing: September 28, 2021
Action:
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

Ordinance No. 21-016

An Ordinance of the Palmer City Council Enacting the Zoning Map to Revise the Zoning Designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial.

WHEREAS, On August 19, 2021, Palmer Food Bank initiated a zoning map amendment to re-zone Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4 High Density Residential to CG-General Commercial; and

WHEREAS, the Commission duly gave required notices, held its required public hearing on August 19, 2021, made a written report of its decision as to such need, justification and effect of the change of zoning in Commission Resolution 21-005, and voted 3 in favor, 3 have no objection and 1 opposed to recommend that such amendment to the zoning map be approved; and

WHEREAS, the Planning and Zoning Commission (Commission) adopted findings of fact in Resolution No. 21-005 as to the need, justification and effect to the zoning map amendment on August 19, 2021; and

WHEREAS, the City Council duly gave required notices, held its required public hearing on this date, and has duly considered the request to re-zone the property from R-4, High Density Residential to CG-General Commercial, all evidence and testimony presented including any comments of the persons attending the public hearing, the findings of fact set forth in Planning and Zoning Commission Resolution No. 21-005, and the recommendation of the Commission.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. The City of Palmer Zoning Districts Map dated December 2017 is hereby amended to revise the zoning designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4 High Density Residential to CG-General Commercial.

Section 4. Effective Date. Ordinance No. 21-016 shall take effect upon adoption by the city of Palmer City Council.

Passed and approved this ____ day of _____, 2021.

Edna B. DeVries, Mayor

Nichole Degner, Interim City Clerk

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 21-005

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION RECOMMENDING CITY COUNCIL APPROVE A ZONING MAP AMENDMENT FOR LOT 7, BLOCK 6, SNODGRASS-NEWCOMB #2 SUBDIVISION TO BE REZONED FROM R-4, HIGH DENSITY RESIDENTIAL TO CG-GENERAL COMMERCIAL, LOCATED WITHIN SECTION 33, TOWNSHIP 18 NORTH, RANGE 2 EAST, SEWARD MERIDIAN, ALASKA

WHEREAS, the Palmer Food Bank, has initiated a zoning map amendment application to change the zoning designation for Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision from R-4, High Density Residential to CG-Commercial General; and

WHEREAS, a request for a zoning map amendment must be reviewed by the Planning and Zoning Commission and a recommendation reflecting the findings of the Commission must be forwarded to the City Council; and

WHEREAS, on August 2, 2021 157 public hearing notices were mailed to property owners within 1,200' of the site in accordance with 17.80.030. Notification of the public hearing was published in the Frontiersman on August 13th, 2021. A total of 6 written comments were received in response, with 3 in favor of, 1 opposed and 3 no objections; and

WHEREAS, Goal 1 of Chapter 6, Land Use, of the Palmer Comprehensive Plan, under Objective A recommends guiding growth and development patterns by providing adequate space for expansion of commercial uses along the Glenn Highway. The subject property is located on Arctic Avenue, which becomes the Old Glenn Hwy.

WHEREAS, Goal 4 of Chapter 6 from the Comprehensive Plan encourages new commercial developments so residents of Palmer, residents of surrounding areas, and visitors can find the goods and services they need in Palmer. Objective B notes the importance of encouraging high quality, larger scale commercial uses along the Palmer-Wasilla Highway, and several other local highways.

The following facts support a finding that this zone change is in accordance with the Zoning Code, Title 17, and the Comprehensive Plan:

Fact 1:

- a) Chapter 7, Objective A of Goal 3 also mentions the need to provide space for commercial expansion; set high standards to ensure quality development. Objective A also notes that commercial growth is essential to Palmer's quality of life and economic health.
- b) The proposed change would support the objectives and goals of the City's Comprehensive Plan by encouraging commercial development, expansion and commercial use along W. Arctic Avenue (the old Glenn Highway) which is a major transportation link in Palmer road system.

Fact 2:

- a) The property for the proposed rezone is contiguous to CG zoning to the North, as well as on the West side of the lot. The East and South sides of the property are zoned R-4 Residential.
- b) Among other commercial land use in the subject area are other small businesses such as a retail and gift shop, hair salon, food trucks and a kombucha brewery, as well as a church across the street located on E Arctic Avenue.
- c) If rezoned to CG-General Commercial, this parcel would continue to be compatible with surrounding zoning districts and would allow the space to expand the Palmer Food Bank.

Fact 3:

- a) This property is adjacent to two main roads, East Arctic Avenue and South Denali Street, and would be adequate to meet any increased traffic demand in the area. Public facilities such as schools and utilities would have little to no impact to the potential rezone, and are able to support the proposed change since there are several other compatible General Commercial uses in the surrounding area.

Fact 4:

- a) The proposed rezone request would match the zoning of the surrounding area of this property. Direct access onto S. Denali St from E. Arctic Avenue supports the flow of traffic onto the parcel and would be compatible with the surrounding commercially zoned properties in the area.

Fact 5:

- a) The proposed change does not grant the owner any special privilege as the property in question is contiguous to existing residential zoning and commercial development.
- b) The proposed change is consistent with the public welfare by permitting the future use of this property to be developed for commercial activity for the benefit of Palmer residents and visitors.

NOW, THEREFORE, BE IT RESOLVED that the Palmer Planning and Zoning Commission does hereby recommend the City Council approve the Zoning Map Amendment for Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision from R-4, High Density Residential to CG-Commercial General.

Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this 19th day of August, 2021.



Nichole Degner, Community Development Specialist



Josh Tudor, Vice Chairman

A. CALL TO ORDER:

The regular meeting of the Planning and Zoning Commission was called to order by Vice Chair Tudor at 7:00 p.m.

B. ROLL CALL:

Constituting a quorum, present in person were Commissioners:

Josh Tudor, Vice Chair
Linda Combs
Lisbeth Jackson
Pamela Melin
Sabrina Shelton

Absence(s) excused without objection:

Casey Peterson, Chair
Kristy Thom Bernier

Also present were:

Brad Hanson, Community Development Director
Nichole Degner, Community Development Specialist
Pam Whitehead, Recording Secretary (via teleconference)

C. PLEDGE OF ALLEGIANCE: The Pledge was performed.

D. APPROVAL OF AGENDA:

The agenda was approved as presented by roll call vote of all members present.
[Shelton, Melin, Jackson, Combs, Tudor; Absent: Peterson, Thom Bernier]

E. MINUTES OF PREVIOUS MEETINGS:

1. The minutes of the **July 15, 2021 Regular Meeting** were unanimously approved as amended by roll call vote of all members present, correcting under Commissioner Comments that it was Commissioner Jackson, not Melin, regarding invite to the Valley Community Recycling Center.
[Shelton, Melin, Jackson, Combs, Tudor; Absent: Peterson, Thom Bernier]

F. REPORTS:

Director Hanson reported:

- They are working on the Annual Conditional Use Permit review for the October meeting;
- Extended thank you to Pam for taking on the City Council meetings and minutes in addition to the City boards and commissions in the interim until the City Clerk position is filled.

G. AUDIENCE PARTICIPATION: None.

H. PUBLIC HEARINGS:

1. **Resolution No 21-005:** A Resolution of the Palmer Planning and Zoning Commission Recommending City Council Approve a Zoning Map Amendment for Lot 7 Block 6, Snodgrass-Newcomb #2 Subdivision to be Rezoned from R-4, High Density Residential to CG-General Commercial, Located within Section 33, Township 18 North, Range 2 East, Seward Meridian, Alaska.

Vice Chair Tudor inquired of the Commission as to any ex parte contacts. None were disclosed.

Staff Report: Director Hanson reported general and background information on the requested rezone, including site information, parcel size, existing zoning, surrounding land uses, particular considerations, code requirements, and findings of fact. Public notice and publishing requirements pursuant to code have been met. A total of 6 comments were received in response, with 2 in favor, 1 opposed, and 3 no objection. Two comments were received on the table. The Applicant is Palmer Food Bank. They wish to convert this residential facility to a food bank.

Findings of Fact: Pursuant to PMC 17.80.036.C, the Report of the Commission shall give consideration as to what effect the proposed change would have on public health, safety, welfare and convenience, and for a map amendment show whether:

Fact 1: *The proposed change is in accordance with the borough and city comprehensive plans.*

Staff finds the following support in the Palmer Comprehensive Plan:

- a) Goal 1 of Chapter 6, Land Use, of the Palmer Comprehensive Plan, under Objective A recommends guiding growth and development patterns by providing adequate space for expansion of commercial uses along the Glenn Highway. The subject property is located on Arctic Avenue, which becomes the Old Glenn Hwy.
- b) Goal 4 of Chapter 6 from the Comprehensive Plan encourages new commercial developments so residents of Palmer, residents of surrounding areas, and visitors can find the goods and services they need in Palmer. Objective B notes the importance of encouraging high quality, larger scale commercial uses along the Palmer-Wasilla Highway, and several other local highways.
- c) Chapter 7, Objective A of Goal 3 also mentions the need to provide space for commercial expansion; set high standards to ensure quality development. Objective A also notes that commercial growth is essential to Palmer's quality of life and economic health.
- d) The proposed change would support the objectives and goals of the City's Comprehensive Plan by encouraging commercial development, expansion and commercial use along W. Arctic Avenue (the old Glenn Highway) which is a major transportation link in Palmer road system.

Fact 2: *The proposed change is compatible with surrounding zoning districts and the established land use pattern.*

Staff finds:

- a) The property for the proposed rezone is contiguous to CG zoning to the North, as well as on the West side of the lot. The East and South sides of the property are zoned R-4 Residential.
- b) Among other commercial land use in the subject area are other small businesses such as a retail and gift shop, hair salon, food trucks and a kombucha brewery, as well as a church across the street located on E Arctic Avenue.

- c) If rezoned to CG-General Commercial, this parcel would continue to be compatible with surrounding zoning districts and would allow the space to expand the Palmer Food Bank.

Fact 3: Public facilities such as schools, utilities and streets are adequate to support the proposed change.

Staff finds:

- a) This property is adjacent to two main roads, East Arctic Avenue and South Denali Street, and would be adequate to meet any increased traffic demand in the area. Public facilities such as schools and utilities would have little to no impact to the potential rezone and are able to support the proposed change since there are several other compatible General Commercial uses in the surrounding area.

Fact 4: *Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change.*

Staff finds:

- a) The proposed rezone request would match the zoning of the surrounding area of this property. Direct access onto S. Denali St from E. Arctic Avenue supports the flow of traffic onto the parcel and would be compatible with the surrounding commercially zoned properties in the area.

Fact 5: *The proposed change is consistent with the public welfare and does not grant a special privilege to the owner(s).*

Staff finds:

- a) The proposed change does not grant the owner any special privilege as the property in question is contiguous to existing residential zoning and commercial development.
- b) The proposed change is consistent with the public welfare by permitting the future use of this property to be developed for commercial activity for the benefit of Palmer residents and visitors.

Staff Recommendation: (Resolution 21-005)

Based on the information provided by the applicant and comments received from the public, staff recommends approval of the requested rezone. Staff also finds the request to rezone Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision from R-4, High Density Residential to CG-General Commercial, is consistent with, and in conformance with the Palmer Comprehensive Plan.

If following the Public Hearing, the Commission finds that the applicant's proposal conforms to the Palmer Comprehensive Plan and Zoning Code provisions, then staff recommends that the Commission approve this request for rezoning Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision from R-4, High Density Residential to CG-General Commercial and forward a recommendation for approval to the City Council.

Public Hearing: (Resolution 21-005)

Vice Chair Tudor opened the public hearing at 7:10 p.m.

Applicant's Presentation:

Tom Sojka, representing the Palmer Food Bank and **Jeanne Borega**, Palmer Food Bank Director:

- Testified in support of the rezoning request noting the Food Bank was so happy to find the requested location in the core area of Palmer.
- Spoke to the location, explaining that many the Food Bank clients are in this area and many of them

walk, so this is definitely the best location and the Food Bank definitely needs a bigger area that would include ample parking along with easier access in and out.

- Responded to Commissioner questions, regarding primary access. The primary entry into the food bank will be Denali, but they will also have access out onto Arctic.

Written testimony was received and read into the record by Ms. Degner, from:

Anna Hanson, Palmer resident, in support of the requested rezone.

Detlef Wanke, Palmer resident, in support of the requested rezone.

There being no others to testify, Vice Chair Tudor closed the public hearing and brought the matter back before the Commission:

The Commission reviewed and unanimously approved Findings of Fact 1-5 as proposed by staff in support of Resolution 21-005 by roll call vote of Commissioners present.
[Shelton, Melin, Jackson, Combs, Tudor; Absent: Peterson, Thom Bernier]

Vice Chair Tudor called for the Motion:

Main Motion: For approval of Resolution No. 21-005, recommending City Council approve a Zoning Map Amendment for Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision to be Rezoned from R-4, High Density Residential to CG-General Commercial, located with Section 33, Township 18 North, Range 2 East, Seward Meridian, Alaska, to include adoption of Findings of Fact 1-5 as recommended by staff in support of Resolution 21-005 and as reviewed by the Commission.

Moved by:	Combs
Seconded by:	Jackson
Vote:	Unanimous (<i>Absent:</i> Peterson, Thom Bernier)
Action:	Motion Carried by roll call vote.

I. UNFINISHED BUSINESS:

1. Committee of the Whole: Discussion of IM 21-016 regarding Palmer Municipal Code Chapter 17.59 T Transitional District (note: action may be taken by the Commission following committee of the whole).

Main Motion: To enter Committee of the Whole for open and ease of discussion regarding IM 21-016.

Moved by:	Jackson
Seconded by:	Shelton
Vote:	Unanimous (Absent: Peterson, Thom Bernier)
Action:	Motion Carried.

[The Commission entered Committee of the Whole at 7:25 p.m.; exited at 8:05]

Director Hanson updated the Commission from previous meetings regarding the T Transitional District, highlighting written report in the packet (p. 33). A draft Ordinance (Chapter 17.59 T Transitional District) has been prepared for the Commission's review incorporating the changes discussed to date (see packet p. 35-38).

Committee of the Whole, discussion included:

- At-length Commission review of the draft Ordinance and open discussion for revisions and the process for implementation of the T District, concentrating on the yellow-highlighted sections;
- Director Hanson responded to questions and emphasized that before any zoning district is approved, following annexation, there will be a series of public hearings on land use for the people to come in and testify.
- Debate occurred regarding 17.59.080 D to become C. Director Hanson will rework the language on all of the suggested changes and bring back for approval at the next meeting.

[The Commission exited Committee of the Whole at 8:05 p.m.]

Main Motion: To amend the sections of the T Transitional Zone as discussed in Committee of the Whole and direct the Community Development Director to do so.

Moved by:	Combs
Seconded by:	Melin
Vote:	Unanimous (Absent: Peterson, Thom Bernier)
Action:	Motion Carried by roll call vote.

J. NEW BUSINESS: None.

K. PLAT REVIEWS:

1. **IM 21-020:** Pre-application plat request to create two lots from Tax Parcel A28 (Parcel #2, MSB Waiver 2001-70-PWm) to be known as Lucas Acres.

Director Hanson reported the plat request has been distributed to city department heads, who had no changes; responded to Commissioner questions.

The Commission reviewed and had no additional comments.

2. **IM 21-022:** Pre-application routing slip to create two lots from Tract A-1, ASLS 96-004, Plat No. 99-62.

Director Hanson, Community Development, commented that the one lot stretches from Denali to Valley Way; the petitioner is requesting to divide the lot into two. The lot is zoned Industrial with Special Limitations for a brewery and accessory uses. The new lot will require a different zoning designation which has been communicated to the petitioner.

The pre-application package has been distributed to city department heads: Comments from Public Works: Will need to obtain a suitable driveway permit, and the new lot will have to have public utilities installed.

Commissioner Combs commented that the development of this area has been and continues to be an important part of development, particularly for business in Palmer, and this seems to fit right in with the school of thought that's been around for quite a while. She has no objection because it has obviously been well thought out.

There were no additional Commissioner comments.

L. PUBLIC COMMENTS: None.

M. COMMISSIONER COMMENTS:

Commissioner Combs:

- Updated regarding the Senior Center, that with the up-tic in the Covid variant, has decided to go back to requiring a mask, noting however that no one is policing but caution is recommended.
- Encouraged everyone to come to the State Fair Parade this coming Saturday.

Commissioner Melin:

- Shared that she works for Providence and commented that compassion fatigue has really set in and to be aware that we are in a crisis right now with available caregivers because of the many political aspects injected into the overall public/private health crisis; commented that if anyone knows of anyone looking for work, many of the hospitals and nursing homes are looking and are short-staffed; fatigue is definitely setting in and we don't need this to happen in our healthcare system.

N. ADJOURNMENT:

There being no further business, the meeting adjourned without objection at 8:25 p.m.

APPROVED by the Planning and Zoning Commission this ____ day of _____, 2021.

Josh Tudor, Vice Chair

Brad Hanson, Community Development Director



Community Development Zone Change Application **Staff Report to Commission**

PART I. GENERAL INFORMATION

Location:	Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision	
Site Address:	404 E Arctic Avenue, Palmer Alaska 99645	
Request:	To re-zone the Lot from R-4, High Density Residential to CG-General Commercial District to relocate the Palmer Food Bank from S. Valley Way to 404 E Arctic Avenue	
Applicant(s) & Owner:	Palmer Food Bank	
Public Hearing Date:	August 19, 2021	
Notification Requirements:	In accordance with 17.80.030	
<p>On August 2, 2021, 157 public hearing notices were mailed to property owners within 1,200' of the site. Notification of the public hearing was published in the Frontiersman on August 13th, 2021. A total of 6 written comments were received in response, with 2 in favor of, 1 opposed and 3 with no objection.</p>		

PART II. BACKGROUND

Site Information:

Lot 7, Block 6, is a corner lot and is located on East Arctic Avenue and has access from South Denali Street. The Lot is located between E. Arctic Avenue, and Lot 6, which is zoned R-4, High Density Residential.

The plat was recorded in 1954, after the existing house was built on the property in 1950. The property was initially zoned R-1, followed by a rezone to R-2 in 1983. In 2005 when the city added two multi-family zoning districts to Palmer Municipal Code the property was rezoned to from R-2 to R-4.

Parcel Size:

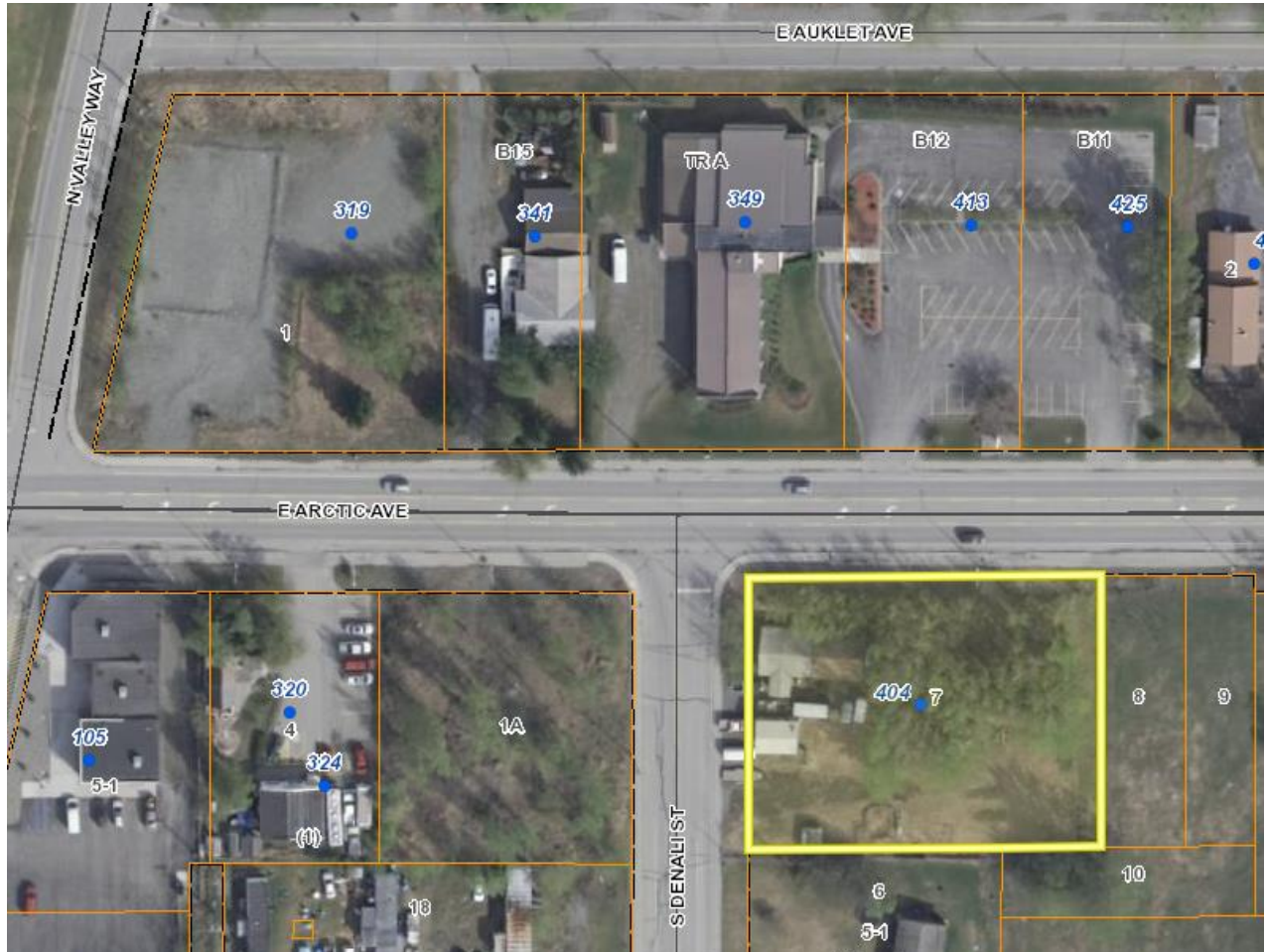
Lot size is 0.76 acres, 33,105 square feet.

Existing Zoning:

R-4, High Density Residential, occupied as a single family house.

Surrounding Land Uses:

	Zoning	Land use for surrounding areas
North	CG	General Commercial, church
East	R-4	Vacant lots, Single family
South	R-4	Multi-family
West	CG	Small businesses, retail, dining



Considerations:

The **intent of the R-4**, High Density Residential District is for residential areas with a combination of multiple-family structures and single-family residences with a high population density which permits some nonresidential uses that are compatible with the residential character of the district. The intent of the **CG-General Commercial** District is to allow the principal use of land for commercial enterprises to provide for commercial enterprises which serve the needs of a large population and a large land area, and to provide a centralization of service by allowing heavier uses. The applicant’s intention is to relocate the Palmer Food Bank and expand the facility to incorporate more space for services, storage, and parking to serve the growing community of Palmer.

Code Requirements:

In the CG-General Commercial District, the required minimum lot width is 60 feet and the required minimum lot area is 7,200 square feet. The lot in question is 208 feet wide and is 33,105 sq ft.

PART III. FINDINGS OF FACT

(PMC 17.80.036.C) The report of the Commission shall give consideration as to what effect the proposed change would have on public health, safety, welfare and convenience, and for a map amendment show whether:

Fact 1) *The proposed change is in accordance with the borough and city comprehensive plans;*

Applicant's response:

It is to our understanding.

Staff finding the following support in the Palmer Comprehensive Plan:

- a) Goal 1 of Chapter 6, Land Use, of the Palmer Comprehensive Plan, under Objective A recommends guiding growth and development patterns by providing adequate space for expansion of commercial uses along the Glenn Highway. The subject property is located on Arctic Avenue, which becomes the Old Glenn Hwy.
- b) Goal 4 of Chapter 6 from the Comprehensive Plan encourages new commercial developments so residents of Palmer, residents of surrounding areas, and visitors can find the goods and services they need in Palmer. Objective B notes the importance of encouraging high quality, larger scale commercial uses along the Palmer-Wasilla Highway, and several other local highways.
- c) Chapter 7, Objective A of Goal 3 also mentions the need to provide space for commercial expansion; set high standards to ensure quality development. Objective A also notes that commercial growth is essential to Palmer's quality of life and economic health.
- d) The proposed change would support the objectives and goals of the City's Comprehensive Plan by encouraging commercial development, expansion and commercial use along W. Arctic Avenue (the old Glenn Highway) which is a major transportation link in Palmer road system.

Fact 2) *The proposed change is compatible with surrounding zoning districts and the established land use pattern;*

Applicant's response:

The surrounding zoning and established land use is both R-4 Residential and CG Commercial use.

Staff finding:

- a) The property for the proposed rezone is contiguous to CG zoning to the North, as well as on the West side of the lot. The East and South sides of the property are zoned R-4 Residential.
- b) Among other commercial land use in the subject area are other small businesses such as a retail and gift shop, hair salon, food trucks and a kombucha brewery, as well as a church across the street located on E Arctic Avenue.
- c) If rezoned to CG-General Commercial, this parcel would continue to be compatible with surrounding zoning districts and would allow the space to expand the Palmer Food Bank.

Fact 3) *Public facilities such as schools, utilities and streets are adequate to support the proposed change;*

Applicant's response:

Yes, there is ample room within this proposed area for public facilities and additional CG commercial use. Arctic Avenue is one of our main business avenues in down town Palmer.

Staff finding:

- a) This property is adjacent to two main roads, East Arctic Avenue and South Denali Street, and would be adequate to meet any increased traffic demand in the area. Public facilities such as schools and utilities would have little to no impact to the potential rezone, and are able to support the proposed change since there are several other compatible General Commercial uses in the surrounding area.

Fact 4) *Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change;*

Applicant's response:

I'd say it does. We are adding more visibility to the intersection of S Denali St and E Arctic Ave. The new building to be built is about medium way in on our property. Our services support Palmer community.

Staff finds:

- a) The proposed rezone request would match the zoning of the surrounding area of this property. Direct access onto S. Denali St from E. Arctic Avenue supports the flow of traffic onto the parcel and would be compatible with the surrounding commercially zoned properties in the area.

Fact 5) The proposed change is consistent with the public welfare and does not grant a special privilege to the owner(s).

Applicant's response:

The proposed change is consistent with the needs of the public welfare and no special privileges to the Palmer Food Bank, other than the needed expansion of building space in order to provide for the needs of the people.

Staff finds:

- a) The proposed change does not grant the owner any special privilege as the property in question is contiguous to existing residential zoning and commercial development.
- b) The proposed change is consistent with the public welfare by permitting the future use of this property to be developed for commercial activity for the benefit of Palmer residents and visitors.

PART III. STAFF RECOMMENDATION

Based on the information provided by the applicant and comments received from the public, staff recommends approval of the requested rezone. Staff also finds the request to rezone Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision from R-4, High Density Residential to CG-General Commercial, is consistent with, and in conformance with the Palmer Comprehensive Plan.

If following the Public Hearing, Commission finds that the applicant's proposal conforms to the Palmer Comprehensive Plan and Zoning Code provisions, then staff recommends that the Commission approve this request for rezoning Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision from R-4, High Density Residential to CG-General Commercial and forward a recommendation for approval to the City Council.



City Clerk

Phone: (907) 761-1301
Fax: (907) 761-1340
Email: cityclerk@palmerak.org

231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
www.palmerak.org

September 9, 2021

Dear Property Owner:

During the September 28, 2021 Regular Palmer City Council Meeting, the Palmer City Council will hold a public hearing on Ordinance No. 21-016: Amending the Zoning Map to Revise the Zoning Designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial.

The purpose of the public hearing is to receive testimony on the proposed rezoning of the above tax parcel from its present High Density Residential (R-4) to CG-General Commercial. The area in question is shown on the accompanying map.

A public hearing will be held on September 28, 2021. The meeting will start at 7:00 p.m. in the City Council Chambers located at 231 W. Evergreen Avenue, Palmer, Alaska.

If you wish to comment on this issue, you may do so by attending the public hearing or by providing written comment to the City Council no later than September 17, 2021, at 5:00 p.m. Written comments may be mailed to the attention of the City Clerk at the address above, dropped off at City Hall, or emailed to cityclerk@palmerak.org. If you have any questions regarding the council meeting process, please call 761-1301. If you have any questions regarding the rezone, please call 761-1322.

Sincerely,

Deputy City Clerk

For the following reason, I am

- In favor of (proponent)
- NOT in favor of (opponent)
- Have no objections to

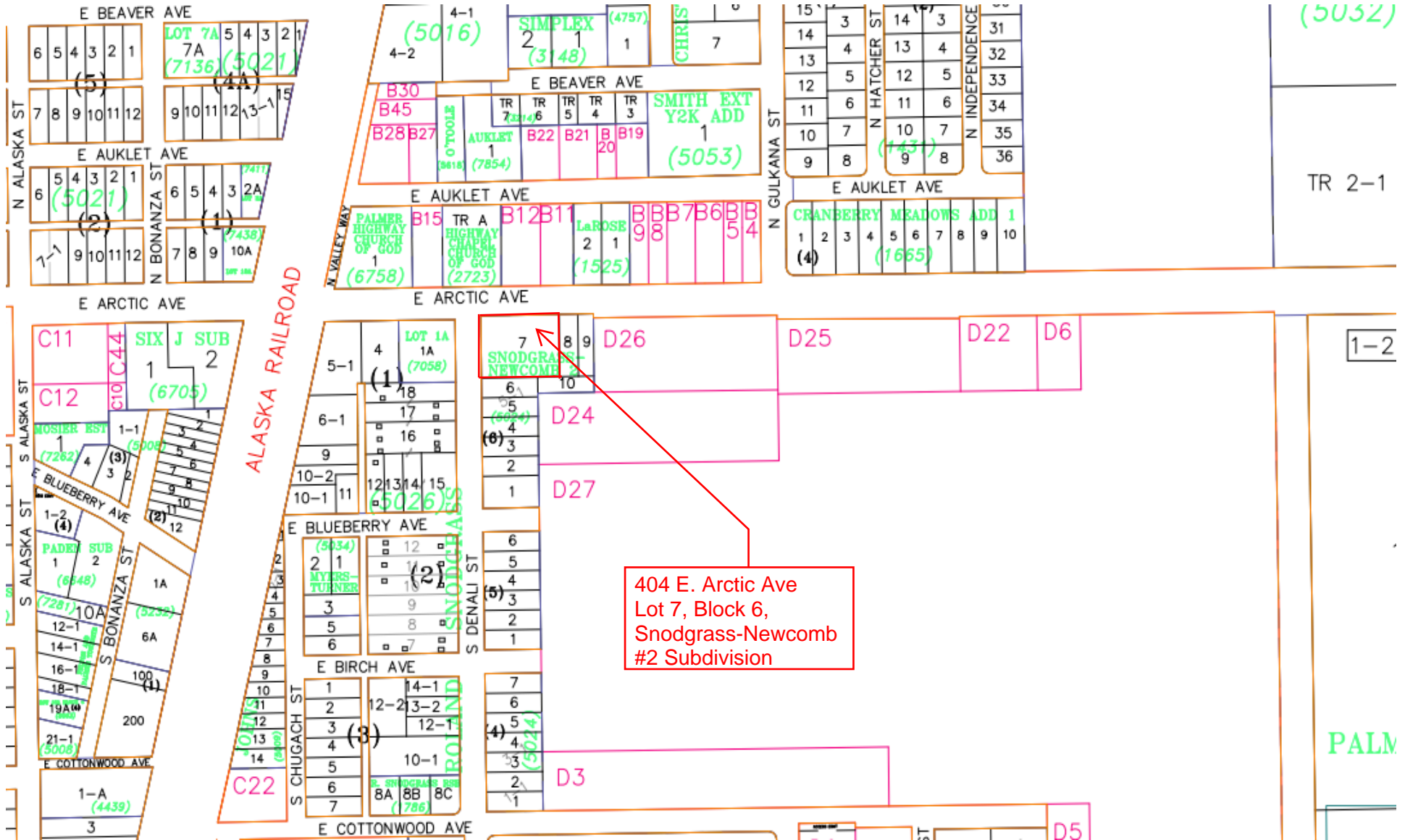
the proposed rezoning Ordinance No. 21-016. I would also like to provide additional comments below:

NAME: _____

ADDRESS: _____

City of Palmer

VICINITY MAP



404 E. Arctic Ave
 Lot 7, Block 6,
 Snodgrass-Newcomb
 #2 Subdivision

Request for Rezone from R-4, High Density Residential District to CG - General Commercial District, for Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision located at 404 E. Arctic Avenue, in Palmer, Alaska.



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

Dusten Voehl
Building Inspector

Beth Skow
Library Director

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 907-745-3709
Fax: 907-745-5443
www.palmerak.org

August 2, 2021

Dear Property Owner:

Palmer Planning and Zoning Commission will consider a Zoning Map Amendment Application for Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision initiated by the Palmer Food Bank. The property is located at 404 E. Arctic Avenue, Palmer, Alaska.

The property is zoned R-4, High Density Residential. The request is to rezone the property to General Commercial District (C-G). The map on the reverse side of this notice indicates the location of the subject property. For additional information on the General Commercial District, please refer to Palmer Municipal Code Chapter 17.32 General Commercial District, located online at: www.palmerak.org.

The Commission will hold a Public Hearing to consider this application and allow an opportunity for public comments. The meeting will be held on August 19, 2021, at 7:00 p.m., in the City Council Chambers located at 231 West Evergreen Avenue, Palmer, Alaska.

If you wish to comment on this issue, you may do so by attending the public hearing or by providing written comments to the Planning and Zoning Commission by **August 11, 2021**. Written comments may be mailed to Department of Community Development, 645 E. Cope Industrial Way, Palmer, Alaska, faxed to 907-745-5443 or emailed to me at: ndegner@palmerak.org.

Sincerely,

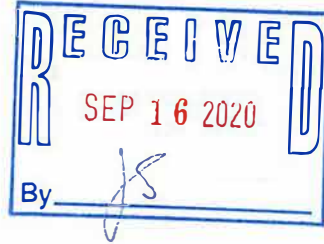
Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) **in favor of**, **NOT in favor of**, **have no objection to** the issuance of the proposed re-zone from R-4 to CG – General Commercial.

Name: _____

Address: _____



City Clerk

Phone: (907) 761-1301
Fax: (907) 761-1340
Email: cityclerk@palmerak.org

231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
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September 9, 2021

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Sincerely,

Deputy City Clerk

For the following reason, I am

- In favor of (proponent)
- NOT in favor of (opponent)
- Have no objections to

the proposed rezoning Ordinance No. 21-016. I would also like to provide additional comments below:

NAME: Ann Hanson

ADDRESS: 235 So. Valley Way,

City of Palmer

For the following reason, I am

- In favor of (proponent)
- NOT in favor of (opponent)
- Have no objections to

the proposed rezoning Ordinance No. 21-016. I would also like to provide additional comments below:



It makes a lot more sense for this corner
lot to be CG than High Density Residential.

NAME: LINDA M. Kelley + RAYMOND B. Kelley

ADDRESS: 560 W. Montana Dr. Palmer, Ak 99645
(owners of lot 1A ~~at~~ corner of Arctic & Denali)



City Clerk

Phone: (907) 761-1301
Fax: (907) 761-1340
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September 9, 2021

Dear Property Owner:

During the September 28, 2021 Regular Palmer City Council Meeting, the Palmer City Council will hold a public hearing on Ordinance No. 21-016: Amending the Zoning Map to Revise the Zoning Designation of Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision, from R-4, High Density Residential to CG-General Commercial.

The purpose of the public hearing is to receive testimony on the proposed rezoning of the above tax parcel from its present High Density Residential (R-4) to CG-General Commercial. The area in question is shown on the accompanying map.

A public hearing will be held on September 28, 2021. The meeting will start at 7:00 p.m. in the City Council Chambers located at 231 W. Evergreen Avenue, Palmer, Alaska.

If you wish to comment on this issue, you may do so by attending the public hearing or by providing written comment to the City Council no later than September 17, 2021, at 5:00 p.m. Written comments may be mailed to the attention of the City Clerk at the address above, dropped off at City Hall, or emailed to cityclerk@palmerak.org. If you have any questions regarding the council meeting process, please call 761-1301. If you have any questions regarding the rezoning, please call 761-1322.

Sincerely,

Deputy City Clerk

For the following reason, I am

- In favor of (proponent)
- NOT in favor of (opponent)
- Have no objections to

the proposed rezoning Ordinance No. 21-016. I would also like to provide additional comments below:

Zoning changes like these are healthy for the city. More changes like these in the future should be allowed to develop landlocked or challenged areas.

NAME: Wade Stahlke (Precision Frontiers)

ADDRESS: 1304 S. Denali St.

City of Palmer



City Clerk

Phone: (907) 761-1301
Fax: (907) 761-1340
Email: cityclerk@palmerak.org

231 W. Evergreen Ave.
Palmer, Alaska 99645-6952
www.palmerak.org



September 9, 2021

Dear Property Owner:

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Sincerely,

[Signature]
Deputy City Clerk

v/c

For the following reason, I am

- In favor of (proponent)
- NOT in favor of (opponent)
- Have no objections to

the proposed rezoning Ordinance No. 21-016. I would also like to provide additional comments below:

NAME:

Frank Russell, VP Valley Residential Services

ADDRESS:

*for South Colony Apartments
211 South Bonanza
Palmer, AK 99645*

City of Palmer

JUL 19 2021

City of Palmer



**City of Palmer
Community Development Department**

645 E. Cope Industrial Way, Palmer, Alaska 99645
Telephone: (907) 745-3709 * Fax: (907) 745-5443

Zoning Map Amendment Application Form

Applicant: Palmer Emergency Food and Community Services Inc.

Legal Description of Properties covered by this application (use additional sheets if necessary):

Shoegrass-Newcomb #2 Block 6 Lot 7

404 E. Arctic Avenue Palmer Alaska 99645

Requested District Change (i.e., from - to): R-4 High Density Residential
To CG Commercial General

Reason for request: Palmer Food Bank, truly needs to expand - See Attachment

Please provide a written narrative explaining the following:

1. Is the proposed change in accordance with the borough and city comprehensive plan?

It is to be understood

2. How is the proposed change compatible with surrounding zoning districts and the established land use pattern?

The surrounding zoning and established land use, is both R-4 Residential and CG Commercial General

3. Are public facilities such as schools, utilities and streets adequate to support the proposed change?

Yes, there is ample room within this proposed area for public facilities and additional C₂ Commercial General Use. Arctic is one of the main business Ave. in downtown Palmer.

4. Do changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change?

I'd say it does. Adding more visibility to the intersection of S. Denali St and E. Arctic Av., New Building to be built is about mid-way into property. Area services support the Palmer Community.

5. Is the proposed change consistent with public welfare and will it grant a special privilege to the owners?

The proposed change is consistent with the needs of the public welfare. And no special privileges to the Palmer Food Bank other than the needed expansion of building space in order to provide for the needs of the people.

Date of application: July 19th, 2021

\$250.00 Filing fee paid: \$250.00 dollars

Jeanne Borega

Signature of owner or owner's authorized representative

PO Box 2421 Palmer, AK 99645

Address

746-3565 / cell 841-3044

Phone/contact number

From: tom
Sent: Friday, July 16, 2021 12:09 PM
To: tom
Subject: Re: Zoning Map Amendment Application Form

Subject: Zoning Map Amendment Application Form

Applicant: Palmer Emergency Food and Community Services Inc..

Legal Description of Properties covered by this application: Snodgrass-Newcomb #2 Lot 7 & Block 6

Address: 404 E. Arctic Avenue Palmer Alaska 99645

Requested District Change (i.e; from- to): R-4 High Density Residential to ~~C~~_C
Commercial ~~General~~

Reason for request: Palmer Food Bank truly needs to expand its Facility, Threefold in lieu of more back up storage space, refrigeration, cold storage along with parking and access in and out of property. The Population in are community continues to grow with new families.

1. It is to are understanding.
2. The surrounding zoning and established Land use is both, R-4 Residential and ~~C~~_C Commercial use.
3. Yes! There is ample room within this proposed area for public facilities and additional ~~C~~_Ccommercial use. Arctic is one of are main business Avenues in down town Palmer.
4. Id say it does. Adding more visibility to the intersection of S. Denali St. and E. Arctic Av., New Building to be built is about med way in on property. Are services support Palmer community.
5. The proposed change is consistent with the needs of the public welfare. And no special privileges to the Palmer Emergency Food and Community Services, other then the needed expansion of building space in order to provide for the needs of the people.



PALMER COMMUNITY DEVELOPMENT

ATTN: Joan E. Patterson
 645 E. Cope Industrial Way
 Palmer, AK 99645-6748
 Phone: 907-745-3709 • Fax: 907-745-5443
 www.palmerak.org

Invoice No.: CD21-093

Invoice Date: 07/19/2021

Sold To:	PALMER EMERGENCY FOOD & COMMUNITY SVCS., INC. dba PALMER FOOD BANK P.O. Box 2421 PALMER, AK 99645
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Qty	Description	Price
	RQUEST FOR ZONING MAP AMENDMENT Snodgrass-Newcomb No. 2, Lot 7, Block 6 404 E. Arctic Ave. <div data-bbox="623 1226 1036 1493" style="text-align: center;"> </div>	\$250.00

01-00-00-3427

TOTAL \$250.00

This invoice must be paid within 30 DAYS or further collection procedures will be taken.



**City of Palmer
Planning & Zoning Commission
Rezoning Action
Findings of Fact Worksheet**

- 1. The proposed change is in accordance with the borough and city comprehensive plans;**

Melin	Combs	Shelton	Bernier	Jackson	Tudor	Peterson
Y	Y	Y	Excused	Y	Y	Excused

- 2. The proposed change is compatible with surrounding zoning districts and the established land use pattern;**

Melin	Combs	Shelton	Bernier	Jackson	Tudor	Peterson
Y	Y	Y	Excused	Y	Y	Excused

- 3. Public facilities such as schools, utilities and streets are adequate to support the proposed change;**

Melin	Combs	Shelton	Bernier	Jackson	Tudor	Peterson
Y	Y	Y	Excused	Y	Y	Excused

- 4. Changed conditions affecting the subject parcel or the surrounding neighborhood support the proposed change;**

Melin	Combs	Shelton	Bernier	Jackson	Tudor	Peterson
Y	Y	Y	Excused	Y	Y	Excused

- 5. The proposed change is consistent with the public welfare and does not grant a special privilege to the owner (s).**

Melin	Combs	Shelton	Bernier	Jackson	Tudor	Peterson
Y	Y	Y	Excused	Y	Y	Excused

* Planning & Zoning Meeting of August 19, 2021 – Palmer Food Bank Rezone Facts & Findings



DEPARTMENT OF COMMUNITY DEVELOPMENT

Received

AUG 16 2021

City of Palmer

Brad Hanson
Director

Dusten Voehl
Building Inspector

Beth Skow
Library Director

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 907-745-3709
Fax: 907-745-5443
www.palmerak.org

August 2, 2021

Dear Property Owner:

Palmer Planning and Zoning Commission will consider a Zoning Map Amendment Application for Lot 7, Block 6, Snodgrass-Newcomb #2 Subdivision initiated by the Palmer Food Bank. The property is located at 404 E. Arctic Avenue, Palmer, Alaska.

The property is zoned R-4, High Density Residential. The request is to rezone the property to General Commercial District (C-G). The map on the reverse side of this notice indicates the location of the subject property. For additional information on the General Commercial District, please refer to Palmer Municipal Code Chapter 17.32 General Commercial District, located online at: www.palmerak.org.

The Commission will hold a Public Hearing to consider this application and allow an opportunity for public comments. The meeting will be held on August 19, 2021, at 7:00 p.m., in the City Council Chambers located at 231 West Evergreen Avenue, Palmer, Alaska.

If you wish to comment on this issue, you may do so by attending the public hearing or by providing written comments to the Planning and Zoning Commission by **August 11, 2021**. Written comments may be mailed to Department of Community Development, 645 E. Cope Industrial Way, Palmer, Alaska, faxed to 907-745-5443 or emailed to me at: ndegner@palmerak.org.

Sincerely,

Nichole Degner, Community Development Specialist

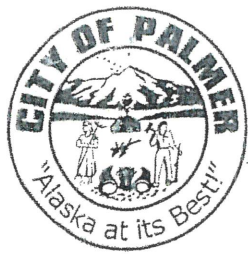
☆☆

For the following reason, I am (please circle) in favor of, **NOT in favor of**, **have no objection to** the issuance of the proposed re-zone from R-4 to CG - General Commercial.

Because of the need for a larger facility and more area for parking, this will be a good move.

Name: Anna Hanson

Address: 235 S. Valley way, Palmer



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

Dusten Voehl
Building Inspector

Beth Skow
Library Director

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99645-6748
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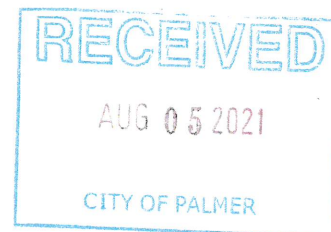
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Sincerely,

Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) in favor of, NOT in favor of, have no objection to the issuance of the proposed re-zone from R-4 to CG – General Commercial.

Name: Danelyn Dalrymple
Address: 353 S. Denali St. Palmer AK 99645



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

Dusten Voehl
Building Inspector

Beth Skow
Library Director

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99645-6748
Phone: 907-745-3709
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August 2, 2021

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Sincerely,

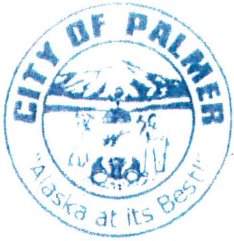
Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) in favor of, **NOT in favor of**, **have no objection to** the issuance of the proposed re-zone from R-4 to CG – General Commercial.

Consistent with other zoning in area. Will be an excellent location for food bank - a very important organization supporting our community's needs.

Name: LINDA M. Kelley (owner of ppty 1A/1, Roland Snodgrass)
Address: 560 W. Montana Dr. Palmer, AK 99645



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

Dusten Voehl
Building Inspector

Beth Skow
Library Director

Mail: 231 W. Evergreen Ave.
Location: 645 E. Cope Industrial Way
Palmer, AK 99643-6748
Phone: 907-745-3709
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Sincerely,

Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) **in favor of**, **NOT in favor of**, **have no objection to** the issuance of the proposed re-zone from R-4 to CG – General Commercial.

Name: Palmer Manor (Greg Franks)

Address: Agent; Manor Management of Alaska
11025 SE Lafayette Street
Port. OR 97202

Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) in favor of, **NOT in favor of**, **have no objection to** the issuance of the proposed re-zone from R-4 to CG – General Commercial.

Name: Sagit Billings
Address: 628 E. Anket Ave (mail: 4904 81st PL SW UNIT 204)
Mukilteo, WA 98275

Nichole Degner

From: Nichole Degner
Sent: Thursday, August 5, 2021 4:25 PM
To: afn@yahoo
Subject: RE: Proposed Rezone

Mr. Wanke,

Thank you for your comments regarding the proposed rezone. I will read this email aloud for public record during the Public Hearing on August 19th.

Nichole Degner

Community Development Specialist
City of Palmer, AK
907-761-1306
645 E. Cope Industrial Way, Palmer, AK 99645

From: afn@yahoo <afn16755@yahoo.com>
Sent: Thursday, August 5, 2021 4:13 PM
To: Nichole Degner <ndegner@palmerak.org>
Subject: Proposed Rezone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Nichole,

I will be unable to attend P&Z meeting on Aug 19.
I would like to have read into the record that I
have no objection to the proposed rezone from R-4
to CG for the property at 404 E Arctic Ave.

Detlef Wanke
236 E Beaver Ave
Palmer 99645

<*)>><

Our society is terminally ill. Our actions are not
the hallmark of a healthy adjusted populace.

><(((*)>



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

Dustin Veehl
Building Inspector

Beth Skow
Library Director

341 23rd W Evergreen Ave
Location: 645 E Cope Industrial Way
Palmer AK 99645-6718
Phone: 907-745-3709
Fax: 907-745-5443
www.palmerak.org

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Sincerely,

Nichole Degner, Community Development Specialist



For the following reason, I am (please circle) in favor of, **NOT in favor of**, have no objection to the issuance of the proposed re-zone from R-4 to CG – General Commercial.

WE ARE ONLY IN FAVOR IF THE CITY OF PALMER
WILL ALSO ALLOW 553 EAST AVENUE LOT 1 WITH EXT

Y2K ADDITION IS ALLOWED TO BE CONSIDERED FOR
GENERAL COMMERCIAL, OUR PREVIOUS INQUIRY WAS DENIED
BECAUSE OF RESIDENTIAL LOTS CLOSE BY.

Name:

Address:

BEN OWENS
553 EAST AVENUE
PALMER AK 99645
Page 69 of 69