

Mayor Steven J. Carrington  
Deputy Mayor Pamela Melin  
Council Member Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W. Best  
Council Member Thomas Ojala IV  
Council Member Joshua Tudor

City Manager John Moosey  
City Clerk Shelly M. Acteson, CMC  
City Attorney Sarah Heath, Esq.

**City of Palmer, Alaska**  
**Regular City Council Meeting**  
**March 28, 2023, at 6:00 PM**  
City Council Chambers  
231 W. Evergreen Avenue, Palmer  
[www.palmerak.org](http://www.palmerak.org)

## AGENDA

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### A. CALL TO ORDER

### B. ROLL CALL

### C. PLEDGE OF ALLEGIANCE

### D. APPROVAL OF AGENDA

1. Approval of Consent Agenda
  - A. Introduction and Set Public Hearing Date of April 11, 2023, for **Ordinance No. 23-001**, Amending the Zoning Map to Revise the Zoning Designation of Lots 8 & 9, Colony Fair Subdivision Located in Section 32, Township 18 North, Range 2 East, Seward Meridian, Alaska to be Rezoned from R-4, High Density Residential to C-L, Limited Commercial (Page 3)
2. Approval of Minutes of Previous Meetings
  - A. March 14, 2023, Regular Meeting (Page 45)

### E. COMMUNICATIONS AND APPEARANCE REQUESTS

### F. REPORTS

1. City Manager's Report
  - Kevin Thompson, Mountain Dog LLC, Strategic Alaska Food Reserve Project
2. Mayor's Report (Page 49)
3. City Clerk's Report
4. City Attorney's Report (Page 55)

### G. AUDIENCE PARTICIPATION

### H. PUBLIC HEARINGS

1. **Resolution No. 23-009:** A Resolution of the Palmer City Council Supporting and Encouraging a Strategic Alaska Food Reserve (Page 81)

### I. ACTION MEMORANDA

1. **Action Memorandum No. 23-017:** Approving a Council Community Grant to Who Let the Girls Out in the Staff Recommended Amount of \$1,500 (Page 85)
2. **Action Memorandum No. 23-018:** Approving a Council Community Grant to Palmer Family Park in the Staff Recommended Amount of \$1,500 (Page 94)

### J. UNFINISHED BUSINESS

### K. NEW BUSINESS

### L. RECORD OF ITEMS PLACED ON THE TABLE

**M. AUDIENCE PARTICIPATION**

**N. EXECUTIVE SESSION**

**Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Government Unit – Palmer Museum of History and Art Contracts**  
(Note: action may be taken following the executive session)

**O. COUNCIL MEMBER COMMENTS**

**P. ADJOURNMENT**

**Tentative Future Palmer City Council Meetings**

<b>Meeting Date</b>	<b>Meeting Type</b>	<b>Time</b>	<b>Notes</b>
<b>April 11, 2023</b>	Regular	6 pm	
<b>April 25, 2023</b>	Regular	6 pm	
<b>May 9, 2023</b>	Regular	6 pm	
<b>May 23, 2023</b>	Regular	6 pm	

**City of Palmer  
Ordinance No. 23-001**

**Subject:** Amending the Zoning Map to Revise the Zoning Designation of Lots 8 & 9, Colony Fair Subdivision Located in Section 32, Township 18 North, Range 2 East, Seward Meridian, Alaska to be Rezoned from R-4, High Density Residential, to C-L, Limited Commercial


**Agenda of:** March 28, 2023 and April 11, 2023

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

**Originator Information:**

**Originator:**    Brad Hanson, Community Development Director

**Department Review:**

Route to:	Department Director:	Signature:	Date:
_____	Community Development		February 28, 2023
_____	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. 23-001
2. Planning and Zoning Commission Resolution No. 23-001 with Findings of Facts
3. Planning and Zoning Commission Minutes for February 16, 2023 (Draft Copy)
4. Staff Report
5. Public Notice and Vicinity Map for Commission Public Hearing of February 16 & City Council Public Hearing of April 11, 2023
6. Zoning Map Amendment Application
7. Public Comments Received for Commission and City Council Public Hearing

**Summary Statement/Background:**

On December 29, 2022, Barbara & Joseph Gerard initiated a zoning map amendment to change the zoning designation of Lots 8 and 9, Colony Fair subdivision to be rezoned from R-4, High Density Residential to C-L, Limited Commercial District.

The owners are requesting a zone change to open opportunities for light commercial activities to serve the residential needs of the surrounding community. As Limited Commercial, it will increase the likelihood of attracting businesses that will strengthen Palmer and grow the local economy by providing goods and services that are needed by residents that live nearby. Both lots have been used as a permitted preschool and childcare business for the last 28 years; the proposed rezone is an expansion of use. Existing utilities, accesses and parking are sufficient for any type of permitted use in the C-L District. The surrounding area of these lots includes a mix of low density, high density residential uses and general commercial uses. The proposed rezone would provide a compatible buffer between residential uses and general commercial activities. The zoning map amendment would support the objectives and goals of the City's Comprehensive Plan by encouraging commercial development that would expand the commercial footprint of Palmer.

Ordinance No. 23-001 will change the zoning designation of Lots 8 and 9, Colony Fair subdivision from R-4, High Density Residential to C-L, Limited Commercial District.

**Administration's Recommendation:**

Adopt Ordinance No. 23-001 to amend the Zoning Map to revise the designation of Lots 8 and 9, Colony Fair subdivision located in Section 32, Township 18 North, Range 2 East, Seward Meridian, Alaska to be rezoned from R-4, High Density Residential to C-L, Limited Commercial District.

**LEGISLATIVE HISTORY**

Introduced by: Manager Moosey  
Date: 3.28.2023  
Public Hearing: 4.11.2023  
Action:  
Vote:

Yes:	No:

CITY OF PALMER, ALASKA

**Ordinance No. 23-001**

**An Ordinance of the Palmer City Council Amending the Zoning Map to Revise the Zoning Designation of Lots 8 and 9, Colony Fair subdivision located in Section 32, Township 18 North, Range 2 East, Seward Meridian, Alaska to be rezoned from R-4, High Density Residential to C-L, Limited Commercial**

WHEREAS, Barbara & Joseph Gerard, have initiated a zoning map amendment application on December 29, 2022, to change the zoning designation of Lots 8 and 9, Colony Fair subdivision to be rezoned from R-4, High Density Residential to C-L, Limited Commercial; 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 January 30, 2023, 182 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 February 10, 2023. A total of 9 written comments were received in response with 4 in favor, 2 opposed, 2 no objection and 1 general comment; and

WHEREAS, Chapter 6 Goal 4 of 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; and

WHEREAS, Chapter 6, Goal 1, Objective A recommends guiding growth and development patterns for the right balance of residential and commercial uses, to ensure the City maintains its fiscal health; and

WHEREAS, Chapter 7, Economic Vitality, of the City of Palmer Comprehensive Plan Goal 3 identifies the need for strengthening Palmer's role as a place to shop for residents of Palmer, residents of surrounding areas and visitors; and

WHEREAS, Objective A of Goal 3, of the Plan 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; and

WHEREAS, Objective A of Goal 3 notes that the Comprehensive Plan policies are intended to ensure appropriate and sufficient land is zoned to encourage investors and business owners to make investments that expand the commercial products and services available in Palmer.

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 October 2022 is hereby amended to revise the zoning designation of Lots 8 and 9, Colony Fair subdivision located in Section 32, Township 18 North, Range 2 East, Seward Meridian, Alaska from R-4, High Density Residential to C-L, Limited Commercial.

Section 4. Effective Date. Ordinance No. 23-001 shall take effect upon adoption by the Palmer City Council.

**Passed and approved** this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Steve Carrington, Mayor

\_\_\_\_\_  
Shelly M. Acteson, CMC, City Clerk

PALMER PLANNING AND ZONING COMMISSION

RESOLUTION NO. 23-001

A RESOLUTION OF THE PALMER PLANNING AND ZONING COMMISSION RECOMMENDING CITY COUNCIL APPROVE A ZONING MAP AMENDMENT FOR LOTS 8 AND 9, COLONY FAIR, TO BE REZONED FROM R-4, HIGH DENSITY RESIDENTIAL TO C-L, LIMITED COMMERCIAL, LOCATED IN SECTION 32, TOWNSHIP 18 NORTH, RANGE 2 EAST, SEWARD MERIDIAN

WHEREAS, Barbara and Joseph Gerard, Owners, have initiated a Zoning Map Amendment application on December 29, 2022, to change the zoning designation for Lots 8 and 9, Colony Fair subdivision from R-4, High Density Residential to C-L, Limited Commercial; 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 January 30, 2023, 182 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 February 10, 2023. A total of 9 comments were received in response, with 4 in favor of, 2 opposed, 2 no objection and 1 general comment; and

WHEREAS, Chapter 6 Goal 4 of 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; and

WHEREAS, Chapter 6, Goal 1, Objective A recommends guiding growth and development patterns for the right balance of residential and commercial uses, to ensure the City maintains its fiscal health; and

WHEREAS, Chapter 7, Economic Vitality, of the City of Palmer Comprehensive Plan Goal 3 identifies the need for strengthening Palmer's role as a place to shop for residents of Palmer, residents of surrounding areas and visitors; and

WHEREAS, Objective A of Goal 3, of the Plan 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; and

WHEREAS, Objective A of Goal 3 notes that the Comprehensive Plan policies are intended to ensure appropriate and sufficient land is zoned to encourage investors and business owners to make investments that expand the commercial products and services available in Palmer.

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) The proposed change would support the objectives and goals of the City's Comprehensive Plan by encouraging commercial activities that will increase the availability of goods and services for residents and visitors.

- b) The proposed change will provide light commercial activities that will encourage spending and stimulate economic vitality.

**Fact 2:**

- a) The property for the proposed rezone is contiguous to P-Public (Bugge Park) and CG, General-Commercial in the surrounding area to the North; R-1, Single-family Residential to the West; R-4, High Density Residential and CG, General-Commercial in the surrounding area to the South; and R-2, Low Density Residential to the East of the lots.
- b) The lot adjacent to the proposed rezone to the South side of the property is multi-family housing/apartments. Among the other comparable land uses in the subject area are residential neighborhoods as well as other businesses and retail, such as the post office, daycare facility, gas station and other professional services. Many restaurants and dining establishments are within walking distance from the property, convenient for residents and visitors of Palmer.
- c) The established land use pattern of the property as a childcare facility for 28 years has provided a service and been compatible with the residential and commercial activities of the surrounding area. The proposed change to C-L, Limited Commercial would provide a buffer zone that transitions heavier commercial uses located along West Arctic Avenue and West Evergreen Avenue to higher density residential uses of the apartments located along South Cobb Street.

**Fact 3:**

- a) This property lies between South Glenn Highway and South Cobb Street; and both lots have a separate access and share a wide egress on South Cobb Street, allowing adequate flow of traffic along with incoming and outgoing visitors.
- b) Existing utilities are adequate to serve the proposed use of property as Limited Commercial; water, sewer and garbage services are existing and adequate to support the proposed change. Streets are adequate to support the proposed change since the property has been used as a childcare facility with approximately 100 vehicles coming and going from the facility daily.
- c) The proposed change is from R-4, High Density Residential to CL, Limited Commercial; there would be little to no impact on public schools since the proposed change would be for commercial enterprise. The nearest public school is approximately 1.1 miles from the property.
- d) The proposed change from R-4, High Density Residential to C-L, Commercial Limited will have no impact on public streets as both lots provide adequate off-street parking so as to not burden S. Cobb Street.

**Fact 4:**

- a) The changed condition of the subject parcel will be the zoning designation of the property from R-4 to C-L. The established land use of the property has been to provide a service for the residents of the community; by rezoning the property to CL, it will expand the types of service or commercial enterprises offered to the community.
- b) The changed conditions of the surrounding properties include the recent addition of the stoplight at South Cobb Street and West Evergreen Avenue; the extension of Bogard Road from the intersection of West Arctic Avenue; and additional businesses on and along South Cobb Street, all of which support the proposed rezone change for economic development and more compatible use of land.




**Fact 5:**

- a) The proposed change does not grant the owner any special privilege as the property in question is contiguous to existing high density residential zoning and is near commercial development.
- b) The proposed change is consistent with the public welfare by upgrading the zoning designation from R-4 to C-L to permit the use of this property to be expanded to include 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 Lots 8 and 9, Colony Fair subdivision from R-4, High Density Residential to C-L, Limited Commercial.

Passed by the Planning and Zoning Commission of the City of Palmer, Alaska, this 16<sup>th</sup> day of February, 2023.

  
Casey Peterson, Chairman

  
Kimberly A. McClure  
Community Development Specialist

**PLANNING & ZONING COMMISSION  
CITY OF PALMER, ALASKA  
REGULAR MEETING  
THURSDAY, FEBRUARY 16, 2023  
6:00 P.M. - COUNCIL CHAMBERS**

**A. CALL TO ORDER:**

The regular meeting of the Planning and Zoning Commission was called to order at 6:00 p.m.

**B. ROLL CALL:**

Constituting a quorum, present in person were Commissioners:

Casey Peterson, Chair  
Penny Mosher, Vice Chair  
John Murphy  
Kristy Thom-Bernier  
(Vacant)

Present via Zoom video/teleconference were Commissioners:

Lisbeth Jackson

Absence(s) excused without objection:

Linda Combs

Also present were:

Brad Hanson, Community Development Director  
Kimberly McClure, Community Development Specialist  
Pam Whitehead, Recording Secretary (via Zoom teleconference)

**C. PLEDGE OF ALLEGIANCE:** The Pledge was performed.

**D. APPROVAL OF AGENDA:**

The agenda was approved as presented by all members present.

[Thom Bernier, Murphy, Jackson, Mosher, Peterson]

**E. MINUTES OF PREVIOUS MEETINGS:**

1. Regular Meeting of October 20, 2022 - pending
2. Regular Meeting of January 19, 2023 - pending

**F. REPORTS:**

Director Hanson updated regarding Arctic Avenue and recent discussion with DOT Safety Engineer for the South Central Region; also briefly updated regarding status of the recent Library roof collapse.

**G. AUDIENCE PARTICIPATION:** None.

**H. PUBLIC HEARINGS:**

1. **Resolution No. 23-001:** A Resolution of the Palmer Planning and Zoning Commission Recommending City Council Approve a Zoning Map Amendment for Lots 8 & 9, Colony Fair Subdivision to be rezoned from R-4, High Density Residential to CL - Limited

Commercial, Located in Section 32, Township 18 North, Range 2 East, Seward Meridian.

Director Hanson provided a staff report informing that the applicants/owners of the property are Barbara and Joseph Gerard and that on January 30, 2023, 182 public hearing notices were mailed to property owners within 1200' of the site. Notification and publication requirements pursuant to code have been met. A total of 9 written comments were received in response, with 4 in favor of, 2 opposed, 2 no objection and 1 general comment. He provided background as to site information, parcel size, existing zoning, surrounding land uses, considerations, and code requirements.

**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 Comprehensive Plan:

a) Chapter 6 Goal 4 of 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.

b) Chapter 6, Goal 1, Objective A recommends guiding growth and development patterns for the right balance of residential and commercial uses, to ensure the City maintains its fiscal health.

c) Chapter 7, Economic Vitality, of the City of Palmer Comprehensive Plan Goal 3 identifies the need for strengthening Palmer's role as a place to shop for residents of Palmer, residents of surrounding areas and visitors.

d) Objective A of Goal 3, of the Plan 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.

e) Objective A of Goal 3 notes that the Comprehensive Plan policies are intended to ensure appropriate and sufficient land is zoned to encourage investors and business owners to make investments that expand the commercial products and services available in Palmer.

**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 P-Public (Bugge Park) and CG, General Commercial in the surrounding area to the North; R-1, Single-family Residential to the West; R-4, High Density Residential and CG, General-Commercial in the surrounding area to the South; and R-2, Low Density Residential to the East of the lots.

b) The lot adjacent to the proposed rezone to the South side of the property is multi-family housing/apartments. Among the other comparable land uses in the subject area are residential neighborhoods as well as other businesses and retail, such as the post office, daycare facility, gas station and other professional services. Many restaurants and dining establishments are within walking distance from the property, convenient for residents and visitors of Palmer.

c) The established land use pattern of the property as a childcare facility for 28 years has provided a service and been compatible with the residential and commercial activities of the surrounding area. The proposed change to C-L, Limited Commercial, would provide a buffer zone that transitions heavier commercial uses located along West Arctic Avenue and West Evergreen Avenue to higher density residential uses of the apartments located along South Cobb Street.

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

Staff finds:

a) This property lies between South Glenn Highway and South Cobb Street; and both lots have a separate access and share a wide egress on South Cobb Street, allowing adequate flow of traffic along with incoming and outgoing visitors.

b) Existing utilities are adequate to serve the proposed use of property as Limited Commercial; water, sewer and garbage services are existing and adequate to support the proposed change. Streets are adequate to support the proposed change since the property had been used as a childcare facility with approximately 100 vehicles coming and going from the facility daily.

c) The proposed change is from R-4, High Density Residential to CL, Limited Commercial; there would be little to no impact on public schools since the proposed change would be for commercial enterprise. The nearest public school is approximately 1.1 miles from the property.

d) The proposed change from R-4, High Density Residential, to C-L, Commercial Limited, will have no impact on public streets as both lots provide adequate off-street parking so as to not burden S. Cobb Street.

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

Staff finds:

a) The changed condition of the subject parcel will be the zoning designation of the property from R-4 to C-L. The established land use of the property has been to provide a service for the residents of the community; by rezoning the property to C-L, it will expand the types of service or commercial enterprises offered to the community.

b) The changed conditions of the surrounding properties include the recent addition of the stoplight at South Cobb Street and West Evergreen Avenue; the extension of Bogard Road from the intersection of West Arctic Avenue; and additional businesses on and along South Cobb Street, all of which support the proposed rezone change for economic development and more compatible use of land.

**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 high density residential zoning and is near commercial development.

b) The proposed change is consistent with the public welfare by upgrading the zoning designation from R-4 to C-L to permit the use of this property to be expanded to include commercial activity for the benefit of Palmer residents and visitors.

**Staff Recommendation:**

Based on the information provided by the applicant, public comments received before publication of this report and staff analysis, staff recommends approval of the request to a zoning map amendment from R-4, High Density Residential to C-L, Commercial Limited for Lots 8 and 9, Colony Fair, 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 zoning map amendment for Lots 8 and 9, Colony Fair from R-4, High Density Residential to C-L Commercial Limited and forward a recommendation for approval to the City Council.

If the final vote of the Commission is not to approve the rezone, the Commission's decision is final unless the initiating party or property owner files a written statement with the City Clerk within 20 days of the Commission's decision requesting that the zoning map amendment be considered by the City Council.

**Public Hearing:** Chair Peterson opened the public hearing at 6:25 p.m.

**Applicant's Presentation:**

Barbara Gerard, co-owner/applicant, testified in favor of the requested rezone and responded to Commissioner questions. (Written owner/applicant testimony is contained in the packet (pp. 24-29).

There being no others coming forward to testify, Chair Peterson closed the public hearing at 6:29 p.m. and brought the matter back before the Commission. Director Hanson responded to Commissioner questions regarding the process going forward.

<b>Main Motion:</b>	<b>For approval of Resolution No. 23-001 for Zoning Map Amendment for Lots 8 &amp; 9, Colony Fair Subdivision, to be rezoned from R-4, High Density Residential, to C-L Limited Commercial, located in Section 32, Township 18 North, Range 2 East, Seward Meridian, including Staff Findings of Fact and Recommendation, as presented, and move forward to City Council with a recommendation for approval.</b>
Moved by:	Mosher
Seconded by:	Thom-Bernier
Vote:	Unanimous [Thom Bernier, Murphy, Jackson (via Zoom), Mosher, Peterson]
Action:	Motion Carried by roll call vote.

Director Hanson recited the right to appeal process.

2. **Resolution No. 23-002:** A Resolution of the Palmer Planning and Zoning Commission Granting a Variance to PMC 17.20.060(C)1) Minimum Setback Requirements in the R-1 District to allow for a 15-foot reduction to the required 25-foot front yard setback located on Lot 2, Promissory Point, in Section 5, Township 17 North, Range 2 East, Seward Meridian.

Director Hanson provided a staff report informing that the applicant/owner of the property is Noel Kopperud and that on January 30, 2023, 53 public hearing notices were mailed to property owners within 1200' of the site. Notification and publication requirements pursuant to code have been met. One written response was received which was read into the record (not in favor). He provided background including site information, parcel size, existing zoning, surrounding land uses, considerations, and code requirements.

Findings of Fact for Granting a Variance pursuant to PMC 17.76.020:

**A.** That there are unusual circumstances applying to the property that do not apply generally to other properties in the same vicinity and that the problem of the applicant is not the result of his own action;

Staff Findings:

1) The applicant entered into an agreement with the City of Palmer and executed a Deed for Easement for sewer and water mains and services to run along the north 30' of the lot increasing to 50' in certain areas. Unlike other properties in the vicinity, Lot 2, Promissory Point, is burdened by this easement.

2) Due to the easement along the north side of the property, the steep 40' elevations along the south and southeast portion of the property and the required 25' front yard setback lying to the west of the property, these conditions create an unreasonable hardship to develop the remaining triangular shaped area to be utilized for a single-family dwelling.

3) Multiple conditions consisting of unusual lot shape, topographic conditions and required setbacks, combine to create the unusual circumstances applying to this property that do not apply to the surrounding properties in the area.

**B.** That strict interpretation of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title.

Staff Findings:

1) Other properties in the R-1 district have 25' front and rear setbacks with either a 6' or 10' side yard setback.

2) The strict application of this title would deprive the applicant of the rights commonly enjoyed by other properties in the same district under the terms of this title if Lot 2, Promissory Point was developed in compliance with PMC 17.20.060(C)1) Minimum Setback Requirements. Minimum setback requirements would deny the applicant of having as much useable lot space as commonly enjoyed by owners of lots with similar dimensions in this area because of peculiar topography of the lot and an easement uniquely applying to this lot.

**C.** That the authorization of the variance will not be injurious to nearby property nor harmful to the public welfare.

Staff Findings:

1) There is no evidence to support a finding that granting the variance will be injurious to nearby property or harmful to the public welfare as the lot is set apart from neighboring properties due to elevation on one side and being adjacent to the rear yards of a recently created but undeveloped subdivision on the other side.

**D.** That the granting of the variance will be in harmony with the objectives of this title and the comprehensive plans.

Staff Findings:

1) The intent of the R-1 district is to establish a district in which the principal use of land is for single-family dwellings and to encourage construction of and use of the land for single-family dwellings.

2) The strict application of PMC 17.20.060(C)(1) Minimum Setback Requirements would significantly impact the development of the lot for residential purposes.

3) Granting of the variance will be in harmony with the City of Palmer Comprehensive Plan which states in Chapter 6, Land Use, Goal 2, "Maintain high quality residential neighborhoods; promote development of a range of desirable new places to live in Palmer."

**E.** That the application is due to unusual lot shape, topographic condition or governmental action or regulations which render the property unusable.

Staff Findings:

1) The variance application of Lot 2, Promissory Point is due to unusual triangular lot shape, topographic conditions showing contours of 40' elevations on majority of the property and required setbacks which combine to significantly impact the development of the lot for a single-family dwelling. As a result of the topographical conditions on Lot 2, the 33,304sf lot is reduced to a buildable area of approximately 4,000sf based on information provided by the applicant.

**F.** That the granting of the variance will not permit a land use in a district in which that use is prohibited.

Staff Findings:

1) The granting of this variance will permit a land use that is a permitted use in the R-1 Single-family Residential District by relaxing the terms of this title relating to required setbacks to encourage the use of the land for construction of a single-family dwelling.

Staff Recommendation:

A variance must meet each requirement under PMC 17.76.020. Staff recommends granting of the variance for Lot 2, Promissory Point, reducing the minimum front yard setback required by PMC 17.20.060(C)(1) from 25 feet to 10 feet based on the following conditions:

1) Development is limited to a single-family residential dwelling with provision of adequate off-street parking area in compliance with PMC 17.64; no parking shall be allowed within the reduced 10' front yard setback; and

2) All development must comply with all city, borough, state, and federal rules, laws and statutes.

Director Hanson responded to Commissioner clarification questions.

**Public Hearing:** Chair Peterson opened the public hearing at 6:53 p.m.

**Applicant's Presentation:**

Noel Kopperud, owner/applicant, testified in favor of the requested variance and responded to Commissioner questions.

Gena Ornquist, Palmer resident, gave testimony regarding her concerns related to the requested variance.

There being no others coming forward to testify, Chair Peterson closed the public hearing at 7:15 p.m., and brought the matter back before the Commission with a call for the motion.

Prior to adopting the following amended motion, Commissioner Thom-Bernier offered a motion for approval of Resolution 23-002, but it did not include the Commission's approval of Staff Findings and Recommendation. Therefore, prior to completion of the vote, she amended the motion to include same as follows:

<b>Main Motion, as amended:</b>	<b>For approval of Resolution No. 23-002, Granting a Variance to PMC 17.20.060(C)(1) Minimum Setback Requirements in the R-1 District to allow for a 15-foot reduction to the required 25-foot front yard setback located on Lot 2, Promissory Point, in Section 5, Township 17 North, Range 2 East, Seward Meridian, including Staff Findings of Fact A-F and Staff Recommendation to grant the variance with Conditions 1-2, as presented.</b>
Moved by:	Thom-Bernier
Seconded by:	Mosher
Vote:	Unanimous [Thom-Bernier, Murphy, Jackson (via Zoom), Mosher, Peterson]
Action:	Motion Passed by roll call vote.

Director Hanson recited the rights to appeal of the Commission's action pursuant to code.

**I. UNFINISHED BUSINESS:** None.

**J. NEW BUSINESS:** None.

**K. PLAT REVIEWS:** None.

**L. PUBLIC COMMENTS:** There were no additional public comments.

**M. COMMISSIONER COMMENTS:**

**Chair Casey:**

- thanked those who offered testimony during the public hearings;
- commended Commissioner Thom-Bernier for her expertise in putting forth the motion for approval.



**Commissioner Thom-Bernier:**

- announced the concerts slated for the upcoming Alaska State Fair; checkout [alaskastatefair.org](http://alaskastatefair.org) for information and tickets.

**N. ADJOURNMENT:**

There being no further business, the meeting adjourned without objection at **7:28** p.m.

**APPROVED by the Planning and Zoning Commission this \_\_\_\_ day of \_\_\_\_\_, 2023.**

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Casey Peterson, Chair

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Brad Hanson, Community Development Director



# Community Development Zone Change Application

## Staff Report to Commission

### **PART I. GENERAL INFORMATION**

<b>Location:</b>	Lots 8 & 9, Colony Fair subdivision	
<b>Site Address:</b>	260 & 240 S. Cobb Street, Palmer Alaska 99645	
<b>Request:</b>	To re-zone both lots from R-4, High Density Residential to CL – Commercial Limited	
<b>Applicant(s) &amp; Owner:</b>	Barbara & Joseph Gerard	
<b>Public Hearing Date:</b>	February 16, 2023	
<b>Notification Requirements:</b>	In accordance with 17.80.030	
On January 30, 2023, 182 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 February 10, 2023. A total of 5 written comments were received in response, with 2 in favor of, 0 opposed, 2 no objection and 1 general comment.		

### **PART II. BACKGROUND**

#### **Site Information:**

Lots 8 & 9, Colony Fair subdivision, are double frontage lots between South Glenn Highway and South Cobb Street that only have access from South Cobb Street. The Lots are located between Lot 7, Colony Fair, zoned R-4, High Density Residential and Lot 10, Colony Fair, zoned P, Public (Bugge Park).

The plat was recorded on June 4, 1976, and structures were built in 1995 & 1999. For the last 28 years, the lots have been used as a preschool and childcare facility, Profiles of Excellence, licensed for 86 children. Both lots have existing parking adequate for any use permitted in the C-L District, water, sewer and garbage services and separate accesses onto South Cobb Street.

The lots are surrounded by a mix of residential and commercial uses with multi-family housing, Palmer Post Office and U-Haul lying directly south of the properties. Lot 9 is adjacent to Bugge Park and located within 350’ of the Fred Meyer gas station which lies north of the subject property.

#### **Parcel Size:**

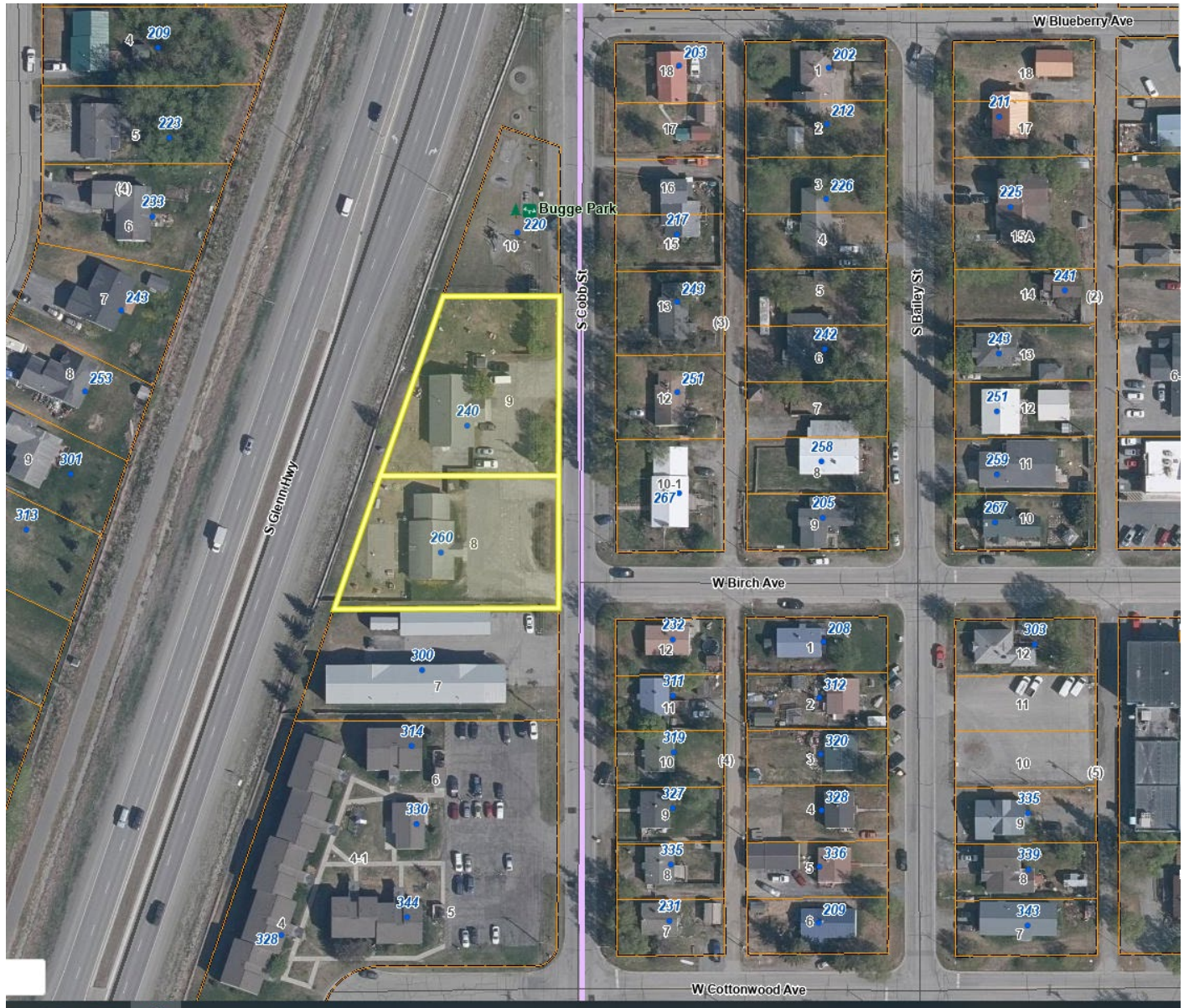
Lot 8 is 0.49 acres, 21,344 square feet and Lot 9 is 0.48 acres, 20,909 square feet.

#### **Existing Zoning:**

R-4, High Density Residential

**Surrounding Land Uses:**

	<b>Zoning</b>	<b>Land use for surrounding areas</b>
North	P & CG	Bugge Park & Fred Meyer gas station
East	R-2	Low density residential, ARRC #1 subdivision
South	R-4 & CG	Multi-family/apartments, post office & U-Haul
West	R-1	Single family, The Highlands subdivision across S. Glenn Highway



**Considerations:**

The intent of the **R-4**, High Density Residential District is to establish residential areas with a combination of multiple-family structures and single-family residences with a high population density. The intent of the **C-L**, Limited Commercial District is for the principal use of land for a combination of dwellings and commercial enterprises which provides the daily or frequent convenience shopping and personal service needs of residences, servicing a population and trade area which is less than that

served by the General Commercial District. Specifically, to provide a buffer zone between heavy uses allowed in the general commercial area and the residential areas; and to permit an intermingling of commercial structures and housing.

- For 28 years, Profiles of Excellence Preschool and Childcare, licensed for 86 children, co-existed with the neighbors living across the street and the apartment complex next door, even with 100 plus vehicles coming to the day care and going each day. The childcare facility is no longer operating.
- Both lots have been used as a permitted preschool and childcare business for the last 28 years; the proposed rezone is an expansion of use. Existing utilities, accesses and parking are sufficient for any type of permitted use in the C-L District. Lot 8 contains 13 parking spaces and Lot 9 contains 8 parking spaces; adequate parking for the most intense uses (medical, professional, retail) in the C-L District. Site plan showing parking spaces is attached.
- The requested rezone would open opportunities for light commercial activities to serve the residential needs of the surrounding community. As Limited Commercial, it will increase the likelihood of attracting businesses that will strengthen Palmer and grow the local economy by providing goods and services that are needed by residents that live nearby.

### **Code Requirements:**

In the C-L Limited Commercial District, the required minimum lot width is 60 feet, and the required minimum lot area is 7,200 square feet. Lot 8 is approximately 118' wide with an approximate lot size of 21,192 square feet; and Lot 9 is approximately 160' wide with an approximate lot size of 21,034 square feet.

### **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:

The MSB Planning staff are creating a revised community-based comprehensive planning process. According to the MSB Comprehensive Plan Update, the Borough recognizes it has experienced significant changes in demographics and economics; however, Policy LU2-1: Develop and implement regulations that protect residential development by separating incompatible uses, *while encouraging uses that support such residential uses including office, commercial and other mixed-use developments that are shown to have positive cumulative impacts to the neighborhood.*

Palmer's Comprehensive Plan's goals include *improving the local economy and expanding local business specific to attracting well-paying professional jobs* in engineering, science, health care to strengthen Palmer, to build a self-sufficient community where more goods and services that residents need are available in town. *The goals speak of developing an economically vital area, including a mix of uses, residential and commercial, allowing a practical balance between community policies that guide growth and the benefits of allowing individuals and businesses to develop properties as they see fit.*

#### Staff finds the following support in the Comprehensive Plan:

- a) Chapter 6 Goal 4 of 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.

- b) Chapter 6, Goal 1, Objective A recommends guiding growth and development patterns for the right balance of residential and commercial uses, to ensure the City maintains its fiscal health.
- c) Chapter 7, Economic Vitality, of the City of Palmer Comprehensive Plan Goal 3 identifies the need for strengthening Palmer's role as a place to shop for residents of Palmer, residents of surrounding areas and visitors.
- d) Objective A of Goal 3, of the Plan 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.
- e) Objective A of Goal 3 notes that the Comprehensive Plan policies are intended to ensure appropriate and sufficient land is zoned to encourage investors and business owners to make investments that expand the commercial products and services available in Palmer.

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

Applicant's response:

The zoning map amendment, rezoning the two properties from R-4 to Limited Commercial, will be beneficial to the city of Palmer and to the Palmer area residents and is compatible to the surrounding zoning district and established land use patterns. As Limited Commercial, it will increase the likelihood of attracting businesses that will strengthen Palmer and grow the local economy by providing goods and services that are needed by residents that live nearby. As Limited Commercial, business entities such as health care professionals that study, diagnose, treat, and prevent human illness, injury, and other physical and mental impairments to consider moving to Palmer. Enticing such businesses would improve the health care options and address the wellness needs of the Palmer community. New professional, high paying jobs will become available for Palmer residents while drawing customers into the City of Palmer. This will improve the local economy and strengthen Palmer as a whole. This is a win-win for all.

Previously, for over 28 years, Profiles of Excellence Preschool and Child Care, licensed for 86 children, co-existed with the neighbors living across the street and the apartment complex next door, even with 100 plus vehicles coming to the day care and going each day. This established pattern of traffic would possibly decrease due to fewer vehicles pulling in to drop off children in the morning and then pick them up at the end of the work day. Regardless, the neighborhood and the established pattern of traffic for the childcare center was compatible.

Wisely, the city anticipated new growth and development and recently placed a stop light at one end at the intersection of S Cobb St and Evergreen Avenue. At the other end, the gas station is located; however, vehicles are able to turn right on W. Blueberry Avenue for easy access onto Alaska Street. With one side of the two properties sitting along S Cobb Street and the other side, the Glenn Hwy, the two properties would retain and preserve their existing character and would be compatible with the existing resident areas. With each parcel equating to a full half-acre parcel of land with *plentiful parking off of the street*, the proximity of the neighbors remains the same, with no additional noise or disruption.

Staff finds:

- a) The property for the proposed rezone is contiguous to P-Public (Bugge Park) and CG, General-Commercial in the surrounding area to the North; R-1, Single-family Residential to the West; R-4, High Density Residential and CG, General-Commercial in the surrounding area to the South; and R-2, Low Density Residential to the East of the lots.
- b) The lot adjacent to the proposed rezone to the South side of the property is multi-family housing/apartments. Among the other comparable land uses in the subject area are residential neighborhoods as well as other businesses and retail, such as the post office, daycare facility, gas station and other professional services. Many restaurants and dining establishments are within walking distance from the property, convenient for residents and visitors of Palmer.
- c) The established land use pattern of the property as a childcare facility for 28 years has provided a service and been compatible with the residential and commercial activities of the surrounding area. The proposed change to C-L, Limited Commercial would provide a buffer zone that transitions heavier commercial uses located along West Arctic Avenue and West Evergreen Avenue to higher density residential uses of the apartments located along South Cobb Street.

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

Applicant's response:

For over 28 years, Profiles of Excellence Preschool and Child Care, licensed for 86 children, co-existed with the neighbors living across the street and the apartment complex next door, even with 100 plus vehicles coming to the day care and going each day. Upgrading to Limited Commercial would likely slightly decrease the number of vehicles coming and going each day. Both Lot 8 and Lot 9 have adequate parking, with both buildings have their own entrance and they share a wide egress. Both buildings have City of Palmer water, sewer, and garbage. Both buildings have electricity through MEA, natural gas through ENSTAR, and communication lines and phone capacity through MTA. The schools in the area can support additional growth in the City of Palmer and surrounding community.

Wisely, the city anticipated new growth and development and recently placed a stop light at one end at the intersection of S Cobb St and Evergreen Avenue. At the other end, the gas station is located; however, vehicles are able to turn right on W. Blueberry Avenue for easy access onto Alaska Street. With one side of the two properties sitting along S Cobb Street and the other side, the Glenn Hwy, the two properties would retain and preserve their existing character and would be compatible with the existing resident areas. With each parcel equating to a full half-acre parcel of land with *plentiful parking off of the street*, the proximity of the neighbors remains the same, with no additional noise or disruption.

Staff finds:

- a) This property lies between South Glenn Highway and South Cobb Street; and both lots have a separate access and share a wide egress on South Cobb Street, allowing adequate flow of traffic along with incoming and outgoing visitors.
- b) Existing utilities are adequate to serve the proposed use of property as Limited Commercial; water, sewer and garbage services are existing and adequate to support the proposed change. Streets are adequate to support the proposed change since the property has been used as a childcare facility with approximately 100 vehicles coming and going from the facility daily.
- c) The proposed change is from R-4, High Density Residential to CL, Limited Commercial; there would be little to no impact on public schools since the proposed change would be for commercial enterprise. The nearest public school is approximately 1.1 miles from the property.

- d) The proposed change from R-4, High Density Residential to C-L, Commercial Limited will have no impact on public streets as both lots provide adequate off-street parking so as to not burden S. Cobb Street.

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

Applicant's response:

South Cobb Street has become a very popular street with new growth and development such as The Fern AK located at 625 S Cobb St. Wisely, the city anticipated the growth and development, placing a stop light at one end at the intersection of S Cobb St and Evergreen Avenue. At the other end, the gas station is located; however, vehicles are able to turn right on W. Blueberry Avenue for easy access onto Alaska Street. With one side of the two properties sitting along S Cobb Street and the other side, the Glenn Hwy, the two properties would retain and preserve their existing character and would be compatible with the existing resident areas. With each parcel equating to a full half-acre parcel of land and with *plentiful parking off of the street*, the proximity of the neighbors remains the same, with no additional noise or disruption.

The two parcels already supported over 100 vehicles a day dropping off their children in the mornings and again, picking up their children at the end of their work day. Two buses came twice a day. Easy entrance and egress onto both lots will remain. The buildings are set back away from S Cobb Street and, on the opposite side, set back from the Glenn Hwy. Both buildings are set back from the side lot lines, and a large portion of each lot is fenced.

With the amended map zoning to Limited Commercial, the neighbors would experience little change in noise and traffic.

Staff finds:

- a) The changed condition of the subject parcel will be the zoning designation of the property from R-4 to C-L. The established land use of the property has been to provide a service for the residents of the community; by rezoning the property to CL, it will expand the types of service or commercial enterprises offered to the community.
- b) The changed conditions of the surrounding properties include the recent addition of the stoplight at South Cobb Street and West Evergreen Avenue; the extension of Bogard Road from the intersection of West Arctic Avenue; and additional businesses on and along South Cobb Street, all of which support the proposed rezone change for economic development and more compatible use of land.

**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:

Generally, the Limited Commercial zoning is intended for small scale commercial uses that may need to be located in predominantly neighborhood areas without disrupting that neighborhood. Certainly, a small medical facility or office, a small retail business, professional offices such as an artist, artisan workshop, or photography studio, or a coffee shop or tea house, would fit well in this area. Mixed-use zoning creates a complementary mix of residential and limited commercial, creating a cohesive, yet diverse neighborhood. This Limited Commercial Zoning would increase economic opportunities, contributing to a stronger, better Palmer, and improve public welfare by providing new and needed services in Palmer, reducing the need to drive to Wasilla or Anchorage. The upgrade would not grant a special privilege to the owners; rather, the upgrade in services will directly benefit all of the Palmer community.

According to an article on Mixed-Use Zoning by Tyler Adams (author), Jonathan Rosenbloom and Christopher Duerksen (editors), "Prior to the rise of the automobile and modern zoning practices, mixed-use developments were the norm. Since the rise of classic Euclidean Zoning, use segregation has been the norm and integrated land uses have been relatively rare. The emergence of sustainability and walkability as important factors in community development has led to a resurgence of mixed-used zoning. Implementation of mixed-use zoning has evolved to include more than just permitting mixed-use developments in certain districts. Local governments are now creating mixed-use districts. This allows for a more widespread integration of uses and the development of increasingly cohesive and efficient communities." (<https://sustainablecitycode.org/brief/mixed-use-zoning-3/>)

[Madison, WI Code of Ordinances § 28.060](#) (establishes several mixed-use districts including a limited mixed-use district that allows for small scale mixed-use development in residential areas)

[Wheat Ridge, CO Code of Ordinances § 26-1102](#) (establishes a mixed-use commercial zone district, designed to encourage medium to high-density mixed-use development, and a mixed-use neighborhood district, designed to encourage medium density mixed use development).

Staff finds:

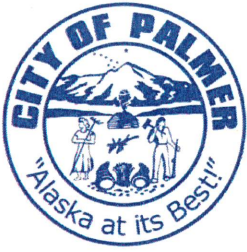
- a) The proposed change does not grant the owner any special privilege as the property in question is contiguous to existing high density residential zoning and is near commercial development.
- b) The proposed change is consistent with the public welfare by upgrading the zoning designation from R-4 to C-L to permit the use of this property to be expanded to include commercial activity for the benefit of Palmer residents and visitors.

**PART IV. STAFF RECOMMENDATION**

Based on the information provided by the applicant, public comments received before publication of this report and staff analysis, staff recommends approval of the request to a zoning map amendment from R-4 High Density Residential to C-L, Commercial Limited for Lots 8 & 9, Colony Fair, 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 zoning map amendment for Lots 8 & 9, Colony Fair from R-4 High Density Residential to C-L, Commercial Limited and forward a recommendation for approval to the City Council.





DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson  
Director

Dusten Voehl  
Building Inspector

Beth Skow  
Library Director

Dan Michael  
Parks & Facilities Manager

Mail: 231 W. Evergreen Ave.  
Location: 645 E. Cope Industrial Way  
Palmer, AK 99645-6748  
Phone: 907-745-3709  
[www.palmerak.org](http://www.palmerak.org)

January 30, 2023

Dear Property Owner:

The Palmer Planning and Zoning Commission will consider a Zoning Map Amendment application for Lots 8 & 9, Colony Fair subdivision, initiated by Barbara & Joseph Gerard, property owners. The property is located at 260 & 240 S. Cobb Street, Palmer, Alaska.

The property is zoned R-4, High Density Residential. The request is to rezone the property to CL, Commercial Limited. The map on the reverse side of this notice indicates the location of the subject property. For additional information on the Limited Commercial District, please refer to Palmer Municipal Code Chapter 17.29, Limited Commercial District, located online at [www.palmerak.org](http://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 February 16, 2023, at 6:00 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 **February 13, 2023**. Written comments may be mailed to Palmer Community Development, 645 E. Cope Industrial Way, Palmer, AK 99645, faxed to 907-745-5443 or emailed to me at: [kmclure@palmerak.org](mailto:kmclure@palmerak.org).

Sincerely,

Kimberly McClure  
Community Development Specialist



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

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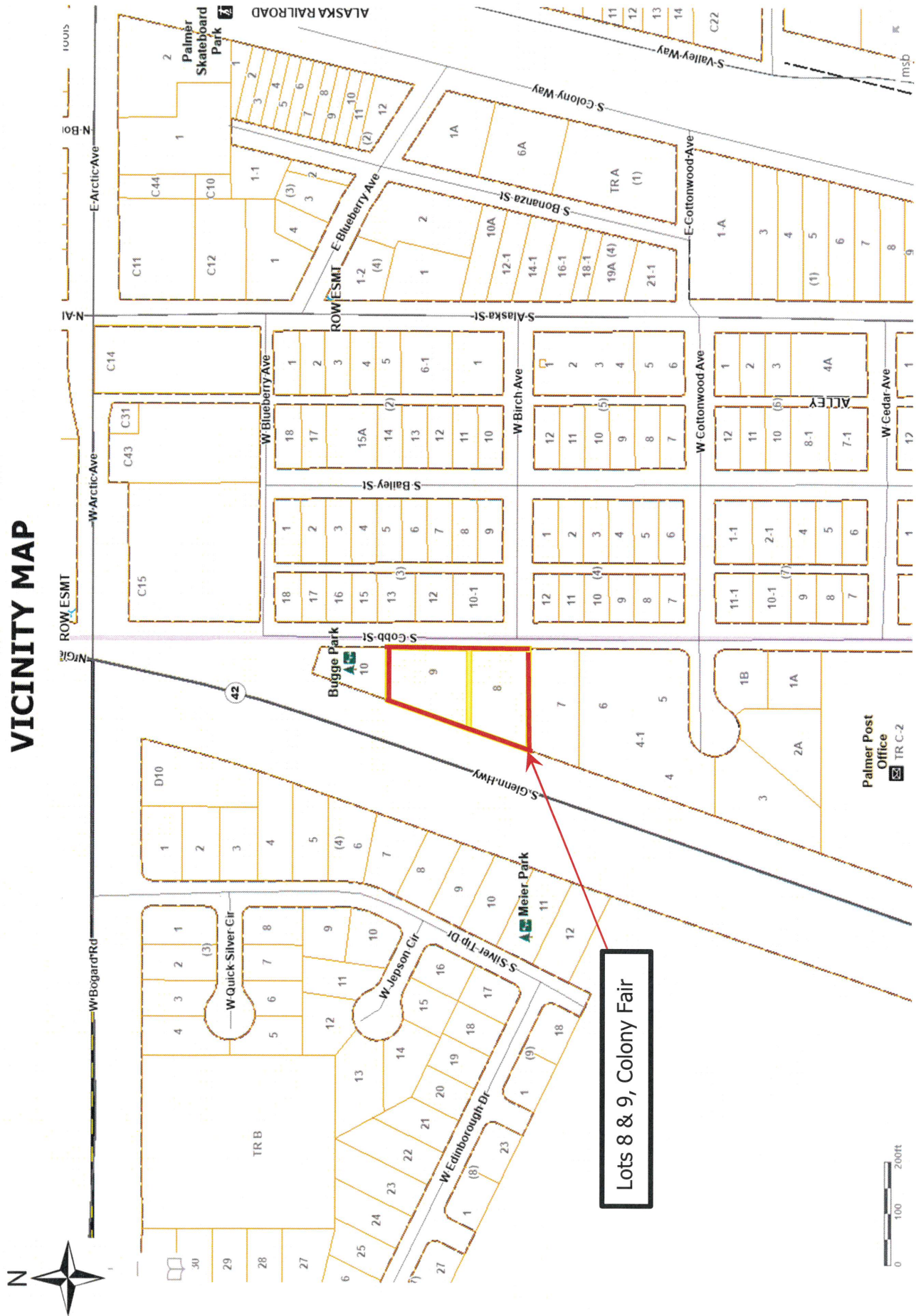
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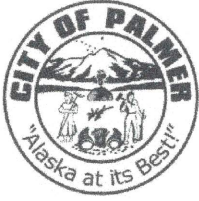
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# VICINITY MAP



**Lots 8 & 9, Colony Fair**

Request for Rezone from R-4, High Density Residential District to CL, Commercial Limited District for Lots 8 & 9, Colony Fair subdivision located at 260 & 240 S. Cobb Street, in Palmer, Alaska.



**City of Palmer**  
**Community Development Department**  
 645 E. Cope Industrial Way, Palmer, AK 99645  
 Phone: 907-745-3709  
[www.palmerak.org](http://www.palmerak.org)

Received

DEC 29 2022

City of Palmer

**Zoning Map Amendment Application Form**

Applicant: Barbara + Joe Gerard

Legal Description of properties covered by this application (use additional sheets if necessary):  
See attached

Requested District Change (i.e., from - to): See attached

Reason for request: See attached

**Please provide a written narrative explaining the following:**

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

See attached

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

See attached

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

See attached

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

*See attached*

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

*See attached*

Date of application: 12/29/22

\$500.00 filing fee paid: ck# 5070

*Barbara Gerard Joseph Grand*

Signature of owner or owner's authorized representative

11150 E Lupine Rd Palmer, AK 99645

Address

907 841 5704 Bgerard@mtaonline.net

Contact/phone/email

**ZONING MAP AMENDMENT APPLICATION FORM R-4 to CL**

**Applicant:** Barbara and Joseph Gerard

**Legal Description of properties covered by this application:**

Colony Fair Subdivision Lot 8, Block 1

Colony Fair Subdivision Lot 9, Block 1

**Is the proposed change in accordance with the borough and city comprehensive plans?**

The MSB Planning staff are creating a revised community-based comprehensive planning process. According to the MSB Comprehensive Plan Update, the Borough recognizes it has experienced significant changes in demographics and economics; however, Policy LU2-1: Develop and implement regulations that protect residential development by separating incompatible uses, *while encouraging uses that support such residential uses including office, commercial and other mixed-use developments that are shown to have positive cumulative impacts to the neighborhood.*

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**How is the proposed change compatible with surrounding zoning district and established land use patterns?**

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Received

JAN 09 2023

City of Palmer

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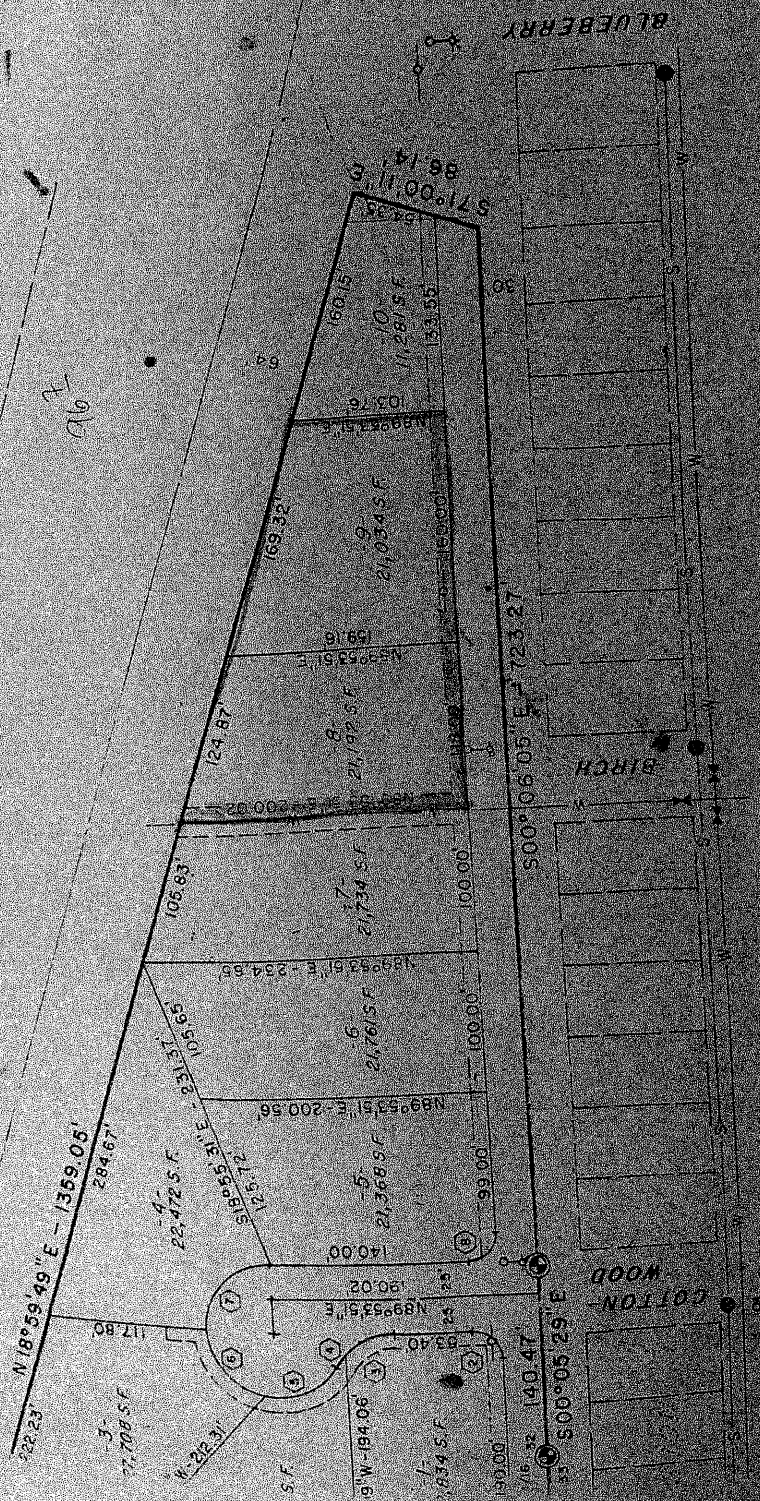
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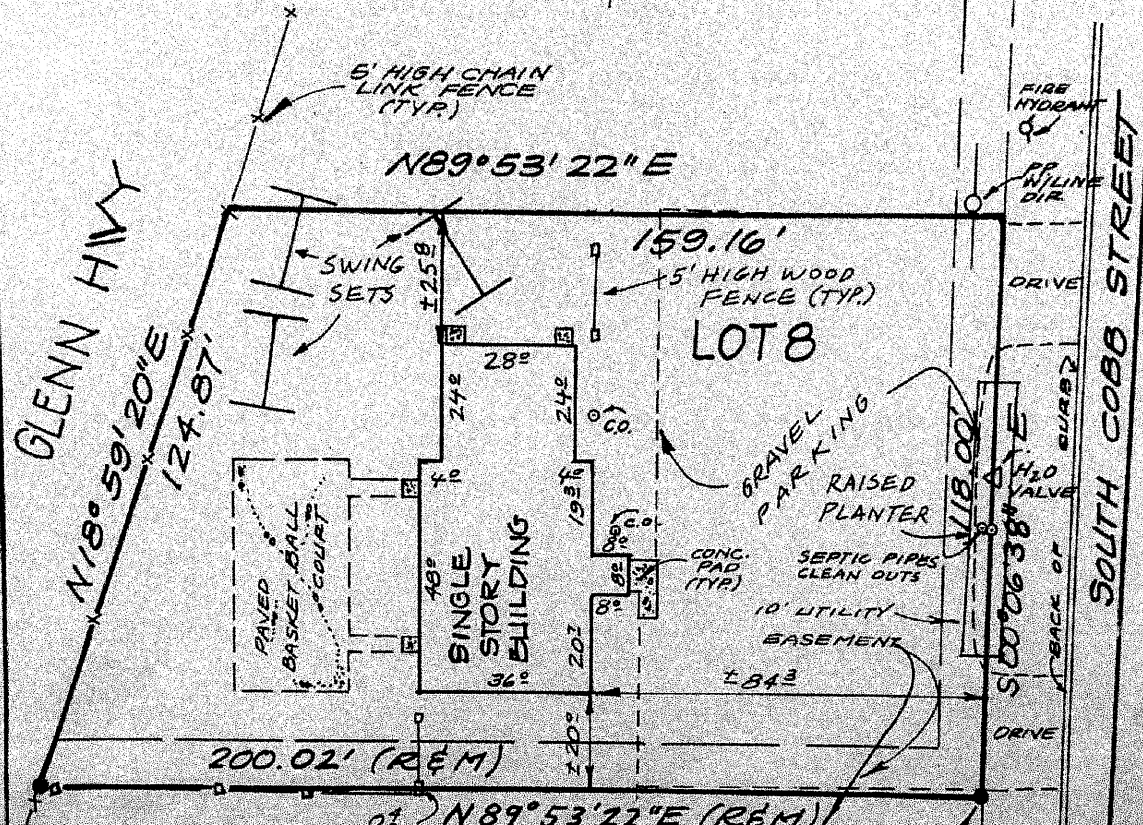
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NOTE: RECERTIFIED ON 11/12/99; ADDED: BUILDING ADDITION, SWING SETS, CONCRETE PADS, RAISED PLANTER, DELETED WOOD FENCE. *Dis*

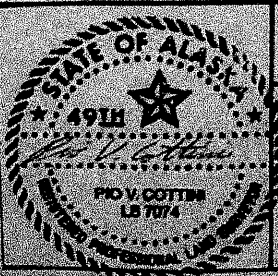


ENCROACHMENT ON TO LOT 7

BASIS OF BEARING  $\text{PNO } 58^\circ \text{ PLASTIC CAP MARKED 'CLS 7074'S'$

THIS LOT SERVED BY CITY OF PALMER SENIOR'S WATER SERVICES.

NOTES: ONLY READILY VISIBLE ENCROACHMENTS, AT THE TIME OF FIELD SURVEY, ARE SHOWN HEREON. UNDER NO CIRCUMSTANCES SHOULD ANY DATA HEREON BE USED FOR CONSTRUCTION OR FOR ESTABLISHING BOUNDARY OR FENCE LINES.

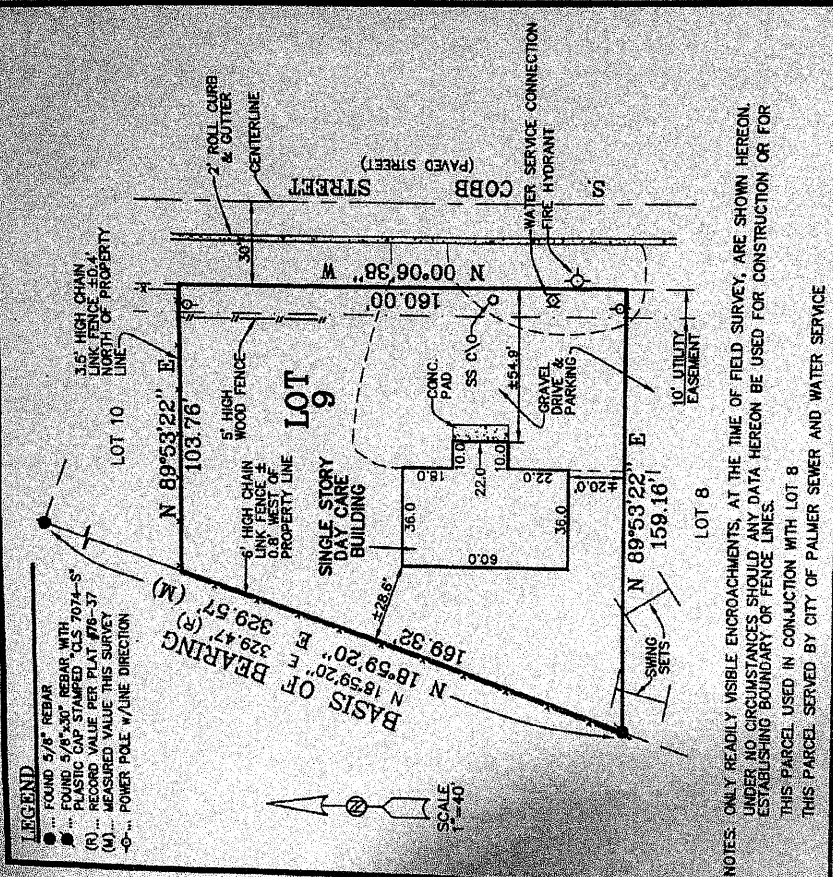


AS-BUILT SURVEY  
**COTTINI LAND SURVEYING**  
 P.O. BOX 2748, PALMER, ALASKA 99645 745-1188 or 745-3658

HEREBY CERTIFY THAT I HAVE PERFORMED A MORTGAGEE'S INSPECTION ON THE FOLLOWING DESCRIBED PROPERTY: **LOT 8, COLONY FAIR SLBD. (PLAT 76-37) PALMER**

RECORDING DISTRICT, ALASKA. EASEMENTS OF RECORD OTHER THAN THOSE SHOWN ON THE RECORDED PLAT, ARE NOT SHOWN HEREON. DATED AT PALMER, ALASKA, THIS 15th DAY OF JUNE, 1995

NO 95-64 FB 95-2 DATE 6-1-95 SCALE 1"=30'



**AS-BUILT SURVEY**

**COTTINI LAND SURVEYING**

P.O. BOX 2748, PALMER, ALASKA 99845 745-1188 OR 745-9658

I HEREBY CERTIFY THAT I HAVE PERFORMED A MORTGAGEE'S INSPECTION ON THE FOLLOWING PROPERTY: LOT 9, COLONY FAIR SUBDIVISION (PLAT #76-37), PALMER RECORDING DISTRICT, ALASKA. EASEMENTS OF RECORD OTHER THAN THOSE SHOWN ON THE RECORDED PLAT ARE NOT SHOWN HEREON, DATED AT PALMER, ALASKA, THIS 12th DAY OF NOVEMBER, 1999.

W.O. 99-197 F.B. 99-10 DATE: 11/12/99 SCALE: 1"=40'

49th  
STATE OF ALASKA  
P.D. V. COTTINI  
No. 7074-S  
REGISTERED PROFESSIONAL SURVEYOR



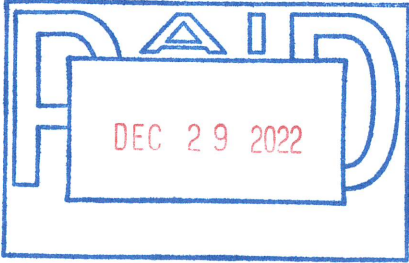
# PALMER COMMUNITY DEVELOPMENT

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.: CD22-129

Invoice Date: 12/29/2022

Sold To: BARBARA E. GERARD  
11150 E. LUPINE ROAD  
PALMER, AK 99645

Qty	Description	Price
	<p>ZONING MAP AMENDMENT REQUEST Colony Fair, Lots 8 &amp; 9, Block 1 240 &amp; 260 S. Cobb St.</p> 	\$500.00

01-00-00-3427

**TOTAL**  
**\$500.00**

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson  
Director

Dusten Voehl  
Building Inspector

Beth Skow  
Library Director

Dan Michael  
Parks & Facilities Manager

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

Received

JAN 30 2023

of Palmer

January 30, 2023

Dear Property Owner:

The Palmer Planning and Zoning Commission will consider a Zoning Map Amendment application for Lots 8 & 9, Colony Fair subdivision, initiated by Barbara & Joseph Gerard, property owners. The property is located at 260 & 240 S. Cobb Street, Palmer, Alaska.

The property is zoned R-4, High Density Residential. The request is to rezone the property to CL, Commercial Limited. The map on the reverse side of this notice indicates the location of the subject property. For additional information on the Limited Commercial District, please refer to Palmer Municipal Code Chapter 17.29, Limited Commercial District, located online at [www.palmerak.org](http://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 February 16, 2023, at 6:00 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 **February 13, 2023**. Written comments may be mailed to Palmer Community Development, 645 E. Cope Industrial Way, Palmer, AK 99645, faxed to 907-745-5443 or emailed to me at: [kmclure@palmerak.org](mailto:kmclure@palmerak.org).

Sincerely,

Kimberly McClure  
Community Development Specialist



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

A GREAT SPOT FOR AN OPPORTUNITY TO PROVIDE MORE BUSINESS SERVICES TO PALMER.

Name: JOHN & MICHELLE MOOSEY

Address: 333 S. ALASKA STREET, PALMER, AK 99645



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson  
Director

Dusten Voehl  
Building Inspector

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January 30, 2023

Received  
FEB 01 2023  
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Sincerely,

Kimberly McClure  
Community Development Specialist



For the following reason, I am (please circle one): in favor of, NOT in favor of, or have no objection to the issuance of the proposed re-zone from R-4 to CL, Commercial Limited.

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Name: Jessica Walden  
Address: 147 S Bonanza St

## Kimberly McClure

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**From:** Austin Grimes <austing\_ak@hotmail.com>  
**Sent:** Wednesday, February 8, 2023 7:33 PM  
**To:** Kimberly McClure  
**Subject:** Zoning Map Amendment for 240/260 S. Cobb St.

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.

To Whom it May Concern,

As a Palmer business owner of Twin Peak Properties LLC and owner of property located at 258 South Bailey Street, I am in full support/favor of Barbara and Joseph Gerard's application to rezone their property to Commercial Limited. I see this as a great asset and gives even more potential to our neighborhood. If you have any questions please feel free to reach out to me at 907-232-9756.

Thank you,  
Austin Grimes

Sent from my iPhone



DEPARTMENT OF COMMUNITY DEVELOPMENT

Brad Hanson
Director

Dusten Voehl
Building Inspector

Beth Skow
Library Director

Dan Michael
Parks & Facilities Manager

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

Received

FEB 08 2023

January 30, 2023

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Sincerely,

Kimberly McClure
Community Development Specialist



For the following reason, I am (please circle one): in favor of, NOT in favor of, or have no objection to the issuance of the proposed re-zone from R-4 to CL, Commercial Limited.

Handwritten responses: 'Has there been an as built on the file for the existing structures?', 'Are they in violation or meeting all the requirements that others are expected to meet?', 'Did they already sell the property or list it with the representation that this is already a done deal?'.

Name: Joseph T Hankins
Address: 108 East Arctic Ave.

Handwritten note: Please, just be consistent across the board with the property owners of Palmer.

## Kimberly McClure

---

**From:** Palmer AK <palmer-ak@municodeweb.com>  
**Sent:** Thursday, February 9, 2023 1:19 PM  
**To:** Kimberly McClure  
**Subject:** [Kimberly McClure] ammendment application, Lots 8 &9 Colony Fair Subdivision

**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.

Margaret Elaine Rountree ([immaggie68@hotmail.com](mailto:immaggie68@hotmail.com)) sent a message using the contact form at <https://www.palmerak.org/>.

Im emailing instead of sending in the form I received reference re-zoning the above lots in Palmer. I am not opposed to the rezoning from R4 to CL except for marijuana stores or high rise buildings. If this is not enough enformation you can contact me at the above email address.

Respectfully,  
Elaine Rountree



## Kimberly McClure

---

**From:** Aaron Dickson <aarondickson04@gmail.com>  
**Sent:** Sunday, February 12, 2023 8:12 PM  
**To:** Kimberly McClure  
**Subject:** Zoning amendment lots 8&9, colony fair subdivision

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.

Kimberly,

I am a Palmer resident. Aaron Dickson

I am opposed to the issuance of the proposed re-zone from R-4 to CL, Commercial limited.

Thank you

Aaron Dickson

Sent from my iPhone

## Kimberly McClure

---

**From:** Sara Sanderlin <sara\_in\_ak@yahoo.com>  
**Sent:** Sunday, February 12, 2023 12:13 PM  
**To:** Kimberly McClure  
**Subject:** Response to proposed re-zoning of 260 & 240 S Cobb St

**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.

Dear Kimberly,

I am writing in response to the proposal of re-zoning lots located at 260 & 240 S Cobb St here in Palmer. I am NOT IN FAVOR OF the re-zoning to commercial limited for those lots. With the lots so close to a busy community park I would be diss appointed to see the location become potentially busier than it already is.

Thank you for your time.

Sara Dickson  
510 W Edinborough Dr

Sent from Yahoo Mail for iPhone

## Kimberly McClure

---

**From:** kara kusche <moon1949@hotmail.com>  
**Sent:** Monday, February 13, 2023 9:55 AM  
**To:** Kimberly McClure  
**Subject:** 260 &240 S. Cobb Street Re-Zone

**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.

Kello Kimberly- I would like to comment on the proposed re-zone from R-4 to CL for the properties located at 260 & 240 S. Cobb Street. My property is directly across the street, also on Cobb Street. I am in full support of the re-zone. The property is well suited to a commercial limited use designation, and a new business would be a welcome addition to the neighborhood. The area has plenty of parking and buffering, and CL zoning would be compatible with the surrounding residential properties, both single family and multi-family. I ask that the Planning and Zoning Commission approve the re-zone.

Thanks,  
Kara Kusche

## Kimberly McClure

---

**From:** Jerod Perron <jerod.perron@gmail.com>  
**Sent:** Monday, February 13, 2023 10:03 AM  
**To:** Kimberly McClure  
**Subject:** Re-Zone of 260 and 240 Cobb

**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.

Dear City of Palmer,

I am writing today in support of the re-zone of 260 and 240 Cobb Street. I own 4 properties in the downtown area and after reviewing the proposal believe it would be beneficial to the residents and the community. The property was used as a daycare for years, and was of a huge benefit to the community, while still being a great neighbor. I would love to see the properties thrive again, and this proposed re-zone would help greatly with that. As a neighbor, the re-zone raises zero concerns. I hope that the Commission will support and approve the application from Mr. and Mrs. Gerard.

Thank you,  
Jerod Perron

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on March 14, 2023, at 6:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:00 p.m.

**B. ROLL CALL**

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

Mayor Steve Carrington, John Alcantra, Carolina Anzilotti, Joshua Tudor, and Thomas Ojala, IV

Absent: Deputy Mayor Pamela Melin (Excused), Richard W. Best (Unexcused).

Staff in attendance:

John Moosey, City Manager  
Shelly M. Acteson, CMC, City Clerk  
Brad Hansen, Community Dev. Director

Gina Davis, Finance Director  
Holly Dubose, Deputy City Clerk

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

**Main Motion: To Approve the Agenda as presented and minutes of the February 28, 2023 meeting**

Moved by:	Tudor
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

**E. COMMUNICATION AND APPEARANCE REQUESTS**

1. Polly-Beth Odom, Executive Director, Daybreak Incorporated.  
Polly-Beth Odom, Executive Director, Daybreak Inc. and Sherry Carrington, Connect Palmer Inc, Executive Director, (present in audience) gave an update on the recent Community Resource Day event in Palmer.

2. Proclamation – Sharing and Caring Day – Rabbi Mendy Greenberg  
Mayor Steve Carrington presented Rabbi Mendy Greenberg with a proclamation, declaring Sunday, April 2, 2023, as Sharing and Caring Day.

**F. REPORTS**

1. City Manager’s Report
  - Artic Winter Games Update
  - Announced that the city has signed a lease for a temporary Library location.
  - RFP/RFQ to be advertised for architectural services for the library rebuild.

- The City has submitted a request for rebuild funds for the library with Senator Lisa Murkowski's Office and talked with House Co-Chair DeLena Johnson which are still in progress.
- Community cleanup is coming up. More details to come.
- Bogard Road Water Main Extension project update
- DOT has picked up the Safe Routes to school sidewalk extension which will extend the side walk from Palmer Proper to Palmer Fishhook.

2. Mayor's Report

- Provided a written report in the packet.

3. City Clerk's Report

- No formal report.

**G. AUDIENCE PARTICIPATION**

Sherry Carrington:

- Thanked City Council for the opportunity to host the Community Resource Day at the Palmer Depot.
- Recounted recent acts of kindness in the City of Palmer.

Jacki Goforth:

- Reflected on integrity and ethics.

Roz Simmons:

- Commented on building a relationship between the Baptist Church and the City of Palmer.

Eric Anderson:

- Voiced concerns regarding snow load and clearing on City owned buildings.

Mike Chmielewski:

- Commented on audio visual in the chamber during the meeting.

**H. PUBLIC HEARINGS**

1. **Resolution No. 22-005B:** A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2022

Mayor Carrington opened the public hearing.

Seeing no one come forward, Mayor Carrington closed the public hearing.

Manager Moosey provided a staff report.

Gina Davis, Finance Director clarified questions brought forth by the Council Members.

**Main Motion:** **Resolution No. 22-005B:** A Resolution of the Palmer City Council Amending the Budget for the City of Palmer, Alaska for the Fiscal Year Ending December 31, 2022

Moved by:	Anzilotti
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

**I. ACTION MEMORANDA**

1. **Action Memorandum No. 23-013:** Approving a Council Community Grant to Radio Free Palmer aka Big Cabbage Radio with Staff Recommendation of \$1,500

**Main Motion: Action Memorandum No. 23-013:** Approving a Council Community Grant to Radio Free Palmer aka Big Cabbage Radio with Staff Recommendation of \$1,500

Moved by:	Alcantra
Seconded by:	Tudor
Vote:	Unanimous
Action:	Motion Carried

2. **Action Memorandum No. 23-014:** Approving a Council Community Grant to 49th State Street Rodders Association, Inc. with Staff Recommendation of \$2,500 In-Kind Donation

**Main Motion: Action Memorandum No. 23-014:** Approving a Council Community Grant to 49th State Street Rodders Association, Inc. with Staff Recommendation of \$2,500 In-Kind Donation

Moved by:	Tudor
Seconded by:	Ojala IV
Vote:	Unanimous
Action:	Motion Carried

3. **Action Memorandum No. 23-015:** Authorize City Manager to Negotiate and Execute a Contract with Greene Garden Services for Seasonal Gardening/Horticultural Services in an Amount Not to Exceed \$48,540

Brad Hanson, Community Development Director provided a staff report.

**Main Motion: Action Memorandum No. 23-015:** Authorize City Manager to Negotiate and Execute a Contract with Greene Garden Services for Seasonal Gardening/Horticultural Services in an Amount Not to Exceed \$48,540

Moved by:	Anzilotti
Seconded by:	Alcantra
Vote:	Unanimous
Action:	Motion Carried

**J. UNFINISHED BUSINESS**

**K. NEW BUSINESS**

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

City projects project priorities list from Manager Moosey.

**M. AUDIENCE PARTICIPATION**

Jackie Goforth:

- Voiced concerns regarding the Council audio recording from the last meeting.

Eric Anderson:

- Remarked on the water line extension from the City of Palmer to outside City limits.

Mike Chmielewski:

- Commented on audio quality and processes in place to improve it.

Susan Powier:

- Spoke in support of the Palmer library.

## **N. EXECUTIVE SESSION**

## **O. COUNCIL MEMBER COMMENTS**

Council Member Tudor:

- Thanked the new members of the Airport Advisory Commission for volunteering.
- Thanked Polly-Beth for her presentation this evening.
- Thanked Big Cabbage Radio for broadcasting the meetings.

Council Member Ojala:

- Thanked the presenters for coming to the meeting this evening.

Council Member Anzilotti:

- Thanked Polly-Beth for coming out the meeting tonight and presenting.
- Attended the Chamber luncheon and watched the Artic Winter Games presentation.

Council Member Alcantra:

- Appreciated the participants of audience participation.
- Appreciated the presentations this evening.

## **P. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 7:11 p.m.

**Approved this 28th day of March, 2023.**


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Shelly M. Acteson, CMC, City Clerk

---

Steve Carrington, Mayor





# Palmer Mayor's Report

## March 28, 2023, Council Meeting

### Meeting Agenda

Introduction of **Ordinance No. 23-001** and Set Public Hearing Date of April 11, 2023 is a rezone. This is what is called a First Reading. It's a bit more technical and the ordinance includes discussion and minutes from the P&Z on their deliberations on the matter. This is an excellent time for the council to experience a rezone. Since this ordinance profile is more technical, the first reading gets it into the record and allows the public (and council) a couple more weeks to digest the mater before we bring it up for discussion and a vote on April 11.

### PUBLIC HEARINGS & AMs

**Resolution No. 23-009:** A Resolution of the Palmer City Council Supporting and Encouraging a Strategic Alaska Food Reserve

**Action Memorandum No. 23-017:** Approving a Council Community Grant to Who Let the Girls Out in the Staff Recommended Amount of \$1,500


**Action Memorandum No. 23-018:** Approving a Council Community Grant to Palmer Family Park in the Staff Recommended Amount of \$1,500

### Upcoming Communications & Appearances

April 11 – Todd Smolden of the Governors office with come to talk about the Governor's Carbon Initiative

April 11 – Kim Sollien, MSB presentation on “Urban” repercussions

April 25 – Amy Spargo, Arctic Winter Games presentation



# Palmer Mayor's Report

## **Community Happenings**

### **Governor's Prayer Breakfast**

I received an invitation to join Janet Kincaid at her table at the Governor's Prayer Breakfast in Anchorage. My wife, Sherry, and I are planning to attend Saturday, March 25.

### **MyHouse Visioning Breakfast**

I received an invitation to attend an annual MyHouse Visioning Breakfast on Mar. 23, 2023. Due to work conflicts, I asked Alternate Deputy Mayor Carolina Anzilotti to attend on my behalf. I am looking forward to hear what Councilwoman Anzilotti has shared and learned.

### **EV Charging Station Idea**

Councilman Tudor has brought the idea forward that Palmer should entertain building EV charging station(s) in Palmer. Like a good IT professional he has found a fair amount of data. The federal government does have some grants etc. for encouraging the establishment of EV charging stations throughout the country.

But I would argue this could be a good project for a Private/Public partnership. As I reviewed the grant documents they were clear they wanted EV charging stations to be in public areas so everyone could use them. I think this may be a good opportunity to have our manager explore if such public/private partnerships have been tried in this field and report back to the council.

## **Urban areas repercussions: MSB Core = "urban"**

Based on the results of the 2020 Census many parts of the MSB Core area have been designated as urban areas. This changes a few, but important things in the areas of Road Planning, Transportation and Storm Water. What does this mean?

Probably participation in 3 new organizations:

**Metropolitan Planning Organization**

**Public Transit Program Plan**

# Palmer Mayor's Report


## Stormwater Management Program

Attached to my report is the planning milestone timelines for these projects. We will have presentations from the borough on these in the near future.

## Palmer Public Library

I know the manager will be updating us with our work towards a store-front library on Arctic Ave. I ran across an old timeline that an old librarian had put together about the library. Figure it might give us some perspective. Enjoy!

<b>Time Line of the Palmer Public Library</b>	
<b>1935</b>	Colonist's collected books in a colony tent, later moved to Rev. Bingle's basement.
<b>1945</b>	First meeting of the Palmer Library Association. Articles of Incorporation filed with Territory of Alaska Books moved to the Barber Shop of the Rec. Hall of the Matanuska Maid Co-op
<b>1946</b>	Office of the Auditor issues Certificate of Incorporation
<b>1947</b>	First Story Hour March 1947
<b>1948</b>	Books moved to Al King's heated (but dim) garage on South Alaska (Mat. Maid started charging rent).
<b>1949</b>	ARRC donated land west of Kosolosky's store for a library.
<b>1951</b>	New red chicken coop was opened for checking out books. Oil heater was temperamental. No running water and willow bushes out back often served as bathroom.
<b>1967</b>	Library moved to new addition to City Hall and fire station. City officials and library board obtained federal funding for larger, modern building.
<b>1979</b>	Sally Attwood Gwin is first professional librarian for Palmer Public Library. Library has been run by volunteers from 1935 to 1979. Borough and City tax money and grants support the library.
<b>1985</b>	Current building is dedicated and the 18,000 books are moved into spacious setting.
<b>2010</b>	Palmer Public Library has 60,000 books, 15 public access computers, children's section and bathrooms with running water.



# Palmer Mayor's Report


## Time Line of the Palmer Public Library

- 1935** Colonist's collected books in a colony tent, later moved to Rev. Bingle's basement.
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- 1945** Books moved to the Barber Shop of the Rec. Hall of the Matanuska Maid Co-op
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- 1947** First Story Hour March 1947
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- 1949** ARRC donated land west of Kosolosky's store for a library.
- 1951** New red chicken coop was opened for checking out books. Oil heater was temperamental. No running water and willow bushes out back often served as bathroom.
- 1967** Library moved to new addition to City Hall and fire station. City officials and library board obtained federal funding for larger, modern building.
- 1979** Sally Attwood Gwin is first professional librarian for Palmer Public Library. Library has been run by volunteers from 1935 to 1979. Borough and City tax money and grants support the library.
- 1985** Current building is dedicated and the 18,000 books are moved into spacious setting.
- 2010** Palmer Public Library has 60,000 books, 15 public access computers, children's section and bathrooms with running water.

## **Resources:**

<https://www.palmerak.org/city-managers-office/page/palmer-public-library-closed-until-further-notice-click-here-more>

- <https://www.knikbridgefacts.org/>
- <https://dot.alaska.gov/comm/pressbox/arch2022/PR22-0020.shtml>



# Palmer Mayor's Report

- [https://www.muni.org/Departments/OCPD/Planning/AMATS/Documents/2027Ch12Reva\[1\].pdf](https://www.muni.org/Departments/OCPD/Planning/AMATS/Documents/2027Ch12Reva[1].pdf)
- The United Way Pamphlet (2 pages): <https://unitedwaymatsu.org/wp-content/uploads/2022/08/Matsu-United-Way-Pocket-Resource-Guide.pdf>
- The United Way Mat-Su Valley Resource Guide (57 pages): <https://unitedwaymatsu.org/wp-content/uploads/2022/08/March-2022-United-Way-Resource-Guide.pdf>
- Alaska Railroad: 100 Years Strong: <https://www.alaskarailroad.com/ArtPrint>
- Engine 557 Restoration Company: <http://557.alaskarails.org/>

*Mayor Steve Carrington*

## Major Planning Milestones

Metropolitan Planning Organization Formation Milestones	Date
MVP Pre-Policy Board Finalize the Metropolitan Planning Area Boundary	May 2023
Resolutions of Support from the City of Palmer, Wasilla, ADOT &PF, Knik and Chickaloon Councils, and the Borough Assembly for the Operating Agreement, Bylaws, and MPA Boundary	May-June 2023
Submit the Operating Agreement Package to the Governor's Office	End of June 2023
Resolutions of Support for the Operation of the MVP office including fee agreements from City of Palmer, Wasilla, ADOT &PF, Knik and Chickaloon Councils, and the Borough Assembly	July 2023
MVP for Transportation is formed by the Governor	October 2023
MVP for Transportation files NGO incorporation documents	August / September 2023
MVP for Transportation is ready to receive federal operations funding for planning	October 2023
Hire staff and open an office	Fall / winter 2023-2024

Public Transit Program Plan Timeline	
Milestones	Estimated Date
ADOT&PF hire a consultant to develop a Transit Service Continuity Plan	March 2023
Host transit project kick-off and formalize the scope of work with ADOT and consultant team	March 2023
Host steering committee and Stakeholder meetings to document provider and rider needs	April 2023
Develop MSB organizational policy and program documents for 5307 formula funding for Public Transit	April 2023
Develop transit service scope of work, deliverables, reporting requirements and contract agreements	May 2023
Develop a MSB Transit Program Organizational and Decision Structure document and a program staffing plan	June 2023
Develop funding mechanism options for match requirements including a potential cost share agreement between the cities and the MSB	July 2023
Present transit program document to the Assembly for approval with policy and program structure options	August 2023
Finalize cost share agreements with the cities and sign a memorandum of agreement	September 2023
MSB Transit Program ready to accept 5307 FTA funds for FY 2024	October 2023

<b>Stormwater Management Program Timeline</b>	
<b>Milestones</b>	<b>Estimated Date</b>
Census Issues Urban Designation	December 2022
DEC send a letter requesting the MSB and Partners to apply for MS4 Permit	June 2023 (rough estimate)
MSB and partners submit application & Stormwater Management Plan (6 months after receiving the letter)	November/December 2023
Draft permits are reviewed by DEC	6-month review process
DEC issues draft permit for review	January 2024 (60-day review)
Permittee review and comment	10 days
Updated permit released for public comment	30-60 days
Final draft permit based on public comment	30 days
Permittee review	5 days
Final permit issued	July 2024
Permit activities & reporting requirements	Annually for 5 years

## Overview of Contractual Relationship with the Palmer Museum of History and Art

To: Palmer City Council

Date: Regular City Council Meeting September 27, 2022

Re: Overview of City of Palmer's Contract with the Palmer Museum

From: Sarah Heath, Esq., Palmer City Attorney

As requested, the following is a foundational overview of the current contractual relationship between the City of Palmer ("the City") and the Palmer Museum of History and Art ("PMHA"); for the purposes of facilitating Council understanding and discussion.

### Background:

On June 28, 2005, the City Council unanimously approved Resolution No. 05-017 authorizing the City to enter into a contract with the PMHA, an Alaska non-profit corporation, to be the official caretaker of all historical artifacts and museum properties for the City. That relationship was formalized by the execution on March 10, 2006, of an Agreement between the City and PMHA.

The purpose of this Agreement was to provide for the best interests of the City by creating a permanent house to catalog, preserve and protect those artifacts deemed to be of an historical nature to the creation, development, and continuance of the City of Palmer.

The 2006 Agreement provided for a total of five years in renewals but did not allow for extensions beyond five years without entering into a new Agreement. Since approval in 2006, the City Council has approved for funding amendments and renewal of the 2006 Agreement five (5) times: January 4<sup>th</sup> 2007; April 30<sup>th</sup> 2008; January 2<sup>nd</sup> 2009; March 12<sup>th</sup> 2010; December 28<sup>th</sup> 2010.

I am unclear of the status in 2011, however it appears the contractual relationship maintained under the terms of the 2006 Agreement.

In 2012, a new agreement was written incorporating many of the original elements of the 2006 contract but adding the following provisions:

1. An expansion of the duties of the PMHA to included museum services.
2. The PMHA will be able to use the City's building and property at 723 S. Colony Way to perform PMHA's duties under this Agreement.



3. Use of the 1.42-acre parcel and building located at 723 S. Colony Way by the PMHA for temporary events and special displays requires prior written approval by the City and any appropriate local, state, or federal permits.
4. This Agreement will extend until December 31, 2016, and may then be renewed in writing by both parties for an additional two (2) five (5) year periods.
5. The PMHA may not delegate duties or otherwise subcontract work or services under this Agreement without prior written approval by the City.
6. The City may monitor PMHA's compliance with this Agreement but shall not supervise or direct the PMHA except to provide recommendations and to provide approvals pursuant to this Agreement.

The 2012 Agreement is the active contractual agreement between the City and PMHA. This agreement does require to need annual appropriation by the City Council, which is done in the form of an Amendment.

The 2012 Agreement outlines duties of both the City and PMHA, including the process for termination of the Agreement, conflict resolution and barring any transfer or assignability of parties' responsibilities to another party. The 2012 Agreement was approved by the City Council on February 14<sup>th</sup>, 2012. The 2012 Agreement expired on December 31<sup>st</sup>, 2016, triggering the ability to renew in writing, signed by both parties, this Agreement for two additional five-year periods.

On January 11, 2022, the second five-year term was authorized to be renewed in Action Memorandum No. 22-003 by City Council.

The last appropriation was an annual payment of \$55,400 to PMHA to run the museum and fulfil this Agreement's duties; this was approved on January 11, 2022, as Amendment No. 10. All Amendments #1-10 are related to the funding section (II.F) of the 2012 Agreement which has been amended on an annual basis since 2012. No other amendments/modifications have been made.

#### Key Points of the Current Contractual Agreement:

Below is a brief outline of key clauses in the 2012 Agreement, this is not the full contract but a summary of duties and responsibilities without the legalese.

1. The PMHA provides services to the City as an Independent Contractor under the terms of this Agreement.
2. Duties of the Palmer Museum of History and Arts:
  - a. Complete an inventory or catalogue of all items in the Collection (2006, 2012)
  - b. Complete the registration of all items in the Collection (2006, 2012)
  - c. Collect and register items appropriate to the PMHA purposes as described in the PHHA collections policy. (2006, 2012)

- d. Develop and maintain displays of Collection items as public display (2006, 2012)
  - e. Hire staff to perform the duties under the Agreement (2006, 2012)
  - f. Present to the City by Sept. 15<sup>th</sup> a proposed work plan and budget. (2006, 2012)
  - g. Maintain accurate records for the City's grant of funds and make the records available for the City's review. (2006, 2012)
  - h. Provide for the proper care and custody of the City's collection of artifacts utilizing accepted archival practices. (2006, 2012)
3. Duties of the City of Palmer:
- a. The City retains ownership of the collection of Artifacts originally identified in the 2006 Agreement and those items subsequently acquired by PMHA under this agreement. (2006, 2012)
  - b. Pay the PMHA annually for expenses itemized in the annual budget. (2006, 2012)
  - c. This agreement is subject to the annual appropriation by the Council. (2006, 2012)
  - d. The City Manager is the designee to administer this Agreement. (2006, 2012)
4. Termination of Agreement:
- a. This Agreement may be terminated for cause if the PMHA shall violate any of their duties and covenants in the Agreement; in this event the City has the right to terminate this Agreement by giving written notices of at least 5 days.
  - b. This Agreement may be terminated at the convenience of the City at any time by giving written notice to the PMHA, in the event of this occurrence the City owes the PMHA all costs not yet paid for any work the PMHA has performed under this Agreement.
5. Modifications of this Agreement:

Modifications may be made only in the form of a written amendment signed by both parties.

\*Please note that the reference of (2006) and (2012) refer to the contract drafted that year contained the duties of the party reference. This is to illustrate the carryover in contract clauses from 2006.

## AGREEMENT

### CITY OF PALMER and PALMER MUSEUM OF HISTORY AND ART

This Agreement is entered into the 24<sup>th</sup> day of February, 2012, between the City of Palmer (hereinafter City), a municipal corporation, whose address is 321 West Evergreen Avenue, Palmer, Alaska 99645, and the Palmer Museum of History and Art (hereinafter "PMHA"), a non-profit corporation, whose address is 723 South Colony Way, Palmer, Alaska 99645, for the purpose of providing curatorial, archival and museum services to the City.

#### I. RECITALS:

A. The City has a collection of artifacts (the "Collection") that has been housed in the Palmer Visitor Center for several years; and

B. The PMHA has incorporated as a non-profit corporation dedicated to manage and care for the Collection, and to exhibit and interpret items that depict the history of the greater Palmer area; and

C. By Resolution No. 05-017, attached as Exhibit A, adopted by the City Council of the City of Palmer on June 28, 2005, the City authorized the City Manager to enter into a contract with the PMHA to be the exclusive entity responsible for the care, custody, and control of the historical artifacts owned by the city.

#### II. THEREFORE, it is agreed as follows:

A. The full time and best efforts of the PMHA as an independent contractor of the City shall be expended to provide curatorial, archival and museum services to the City in accord with industry best practices and City budgets, as adopted and amended from time to time.

B. PMHA shall perform all tasks associated with the ownership of the historical artifacts owned by the City, also referred to as the Collection, entrusted to its care in a good and professional manner. These tasks are generally described as follows:

1. Complete an Inventory or catalogue of all items in the Collection and provide either a paper or digital copy of the Inventory or catalogue to the City to be archived by the City.

2. Complete the registration of all items in the Collection.

3. Collect and register items appropriate to the PMHA purpose as described in the PMHA collections policy, attached as Exhibit A. Develop and maintain displays of Collection items as public display areas are available for the PMHA's use.

4. Provide for the proper care and custody of the Collection utilizing accepted archival practices.

C. The Collection and items subsequently acquired by the PMHA under this Agreement shall remain the property of the City, unless items are accepted by the PMHA for display under terms of a loan agreement with the owner of the item. In all cases, the PMHA shall prepare and retain records adequate to document the ownership of all items on display or in the Collection.

D. PMHA as an independent contractor is solely responsible for hiring staff and entering into agreements for contract services as necessary to perform its duties under this Agreement.

E. PMHA shall present to the City by September 15 of the then current annual period covered by this Agreement a proposed work plan and budget for the following calendar year that contains all costs associated with the PMHA's responsibilities under this Agreement for that period. The work plan budget shall identify the source and amount of all revenue the PMHA has received to support its activities for the period. The funds requested by the PMHA in the annual proposed work plan and budget are subject to appropriation by the City Council.

F. Subject to the provisions of Section II of this Agreement, as compensation for PMHA's services, the City shall pay PMHA the amount of \$40,000. The City shall pay PMHA:

At signing	\$20,000
April 1	\$10,000
June 1	\$ 5,000
October 1	\$ 5,000

G. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to PMHA in connection with performance of its duties under this Agreement; provided, however, that PMHA shall be able to use the City's building and property located at 723 S. Colony Way, Palmer Alaska to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs PMHA may incur in the performance of its obligations under this Agreement have already been included in computation of PMHA's compensation and may not be charged to the City.

1. Use of the 1.42 acre parcel on which the building at 723 S. Colony Way by the PMHA for temporary events and special displays requires prior written consent of the City and acquisition of any required local, state or federal permits.

H. PMHA shall keep and maintain accurate records of the expenditure of City funds and make these records available to the City. At a minimum, these records must include a monthly account showing the expenditure of City funds in the budget line items of

the annual budget, with supporting documentation sufficient to verify those expenditures. The PMHA shall provide the city copies of monthly expense reports and supporting documentation within ten days following the end of the previous monthly period.

I. If PMHA receives grants that provide funds to support PMHA's responsibilities or activities under this Agreement, PMHA, as grantee, shall be solely responsible for compliance with all grant terms and conditions. The City shall have no responsibility to assure PMHA's compliance with grant agreements in which the City is not the grantee. The City may agree to be the grantee for a grant to acquire items for the Collection, to make improvements to the Collection or facility, to enhance the educational opportunities provided at the museum, or other activities that support the PMHA's responsibilities or activities under this Agreement if permitted by the granting agency and approved by the Palmer City Council.

J. This Agreement shall start on the date duly executed by both parties and continue until December 31, 2016. Thereafter, this Agreement may be renewed by a writing signed by both parties for two additional five year periods. This Agreement is always subject to termination as described in Section K and L and this Agreement is subject to annual appropriation by the Council.

K. Termination of Agreement for Cause. If, through any cause, the PMHA shall fail to fulfill in a timely and proper manner the obligations under this agreement, or if the PMHA 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 PMHA of such termination and specifying the effective date thereof, at least five days before the effective date of such termination.

L. Termination of Agreement for Convenience of City. The City may terminate this Agreement at any time by giving written notice to the PMHA of such termination and specifying the effective date of such termination. If the City notifies PMHA of a termination for the convenience of the City, the City will pay PMHA all costs duly chargeable to the City under this contract, not previously paid, for the actual performance of this contract during the then current year before the effective date of the termination.

M. Modifications. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by signed, written amendment.

N. Equal Employment Opportunity.

1. PMHA will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. PMHA shall keep such records

Page 3 of 7

and submit such reports concerning the equal opportunity employment provision for applicants for employment and employees as the City may require. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational or educational activities. PMHA agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. PMHA will, in all solicitations or advertisements for employees placed by or on behalf of PMHA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. PMHA will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

2. PMHA shall comply with all Federal statutes and regulations relating to non-discrimination.

O. Assignability.

1. PMHA 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, thereto; provided, however that claims for money due or to become due to PMHA from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or PMHA shall be responsible to the City for any moneys due the assignee of this Agreement which are paid directly to PMHA.

2. PMHA shall not delegate duties or otherwise subcontract work or services under this Agreement without the prior written approval of the City.

P. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Palmer, Alaska. The law of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

Q. 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 its provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every provision of the agreement.

R. Permits, Laws and Taxes. PMHA shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by PMHA under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. PMHA shall pay all taxes pertaining to its performance under this Agreement.

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

T. Agreement Administration.

1. The City Manager, or his/her designee, will be the representative of the City administering this Agreement.

2. The services to be furnished by PMHA shall be administered, supervised, and directed by its Executive Director. In the event that the individual named above or any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reasons, PMHA shall appoint a successor in interest subject to a written approval of the City.

U. Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Palmer Business License

Certificate of Insurance

Documentation of Non-Profit status

V. Defense and Indemnification.

1. PMHA shall hold the City, its officers, employees, and agents (collectively, "City") harmless from and defend and indemnify, the City for liability, claims, or causes of action arising out of PMHA's intentionally wrongful or negligent acts or omissions under this agreement.

Responsibility for all actions or claims, including costs and attorney's fees, resulting from injuries or damages sustained by any person or property arising directly or indirectly from PMHA's performance of the agreement, which results from the joint negligence of PMHA and the City shall be apportioned on the basis of comparative fault.

PMHA's duty to defend shall apply regardless of whether it is also alleged that the City's acts or omissions contributed to the injury (including injury to personal property, real property or persons, including fatal injury).

W. Interpretation and Enforcement. This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the

language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

X. Severability. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

Y. Independent Contractor. PMHA provides its services to the City as an independent contractor of the City. PMHA has no other legal relationship with the City.

Z. Notices. Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed to the following address:

City: City Manager  
City of Palmer  
213 W. Evergreen Avenue  
Palmer, AK 99645

PMHA: Executive Director  
Palmer Museum of History and Art  
723 S. Colony Way  
Palmer, AK 99645

### III. FUND VERIFICATION:

Fund source and verification of funds for this project:

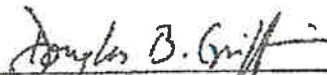
Funding Source: 01-01-20-6030

  
Verified by

2/27/12  
Date

**CITY OF PALMER**

**PALMER MUSEUM OF HISTORY AND ART**

  
Douglas B. Griffin, City Manager

  
Anne Lane



STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On February 24, 2012, Anne Lane personally appeared before me,

- 1. [ ] who is personally known to me
- 2. [X] whose identity I proved on the basis of Alaska Driver's License
- 3. [ ] whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness

to be the signer of the Agreement for the **Palmer Museum of History and Art** acknowledged that he/she signed it.



Joan E. Patterson  
Notary Public  
My Commission expires: With Office

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On February 27, 2012, Douglas B. Griffin, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.



Alice M. Williams  
Notary Public  
My Commission expires: Aug 12, 2012

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

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

**Agenda of:** January 12, 2021

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

**Originator Information:**

**Originator:**    Brad Hanson, Director Community Development

**Department Review:**

<b>Route to:</b>	<b>Department Director:</b>	<b>Signature:</b>	<b>Date:</b>
_____	Community Development		December 14, 2020
_____	Finance	_____	_____
_____	Fire	_____	_____
_____	Police	_____	_____
_____	Public Works	_____	_____

**Certification of Funds:**

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

This legislation (√):

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

Funds are (√):

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

Director of Finance Signature: 

**Approved for Presentation By:**

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

**Attachment(s):**

- 1. Contract Amendment No. 9

**Summary Statement/Background:**

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

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

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

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

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

**Administration’s Recommendation:**

To approve Action Memorandum No. 21-001

## AGREEMENT FOR VISITOR INFORMATION SERVICES

THIS AGREEMENT is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between the CITY OF PALMER, an Alaska municipal CONTRACTOR, hereinafter called "CITY", and the PALMER MUSEUM OF HISTORY AND ART, hereinafter referred to as "CONTRACTOR".

### RECITALS

- A.** CITY owns the Palmer Visitor's Information Center (VIC), which is a premier feature within the community and in need of continued management.
- B.** The parties previously entered into an Agreement for the Operation and Management of the VIC, dated \_\_\_\_\_; Agreement has been extended and supplemented by various Amendments, and is currently set to expire on December 31, 2019.
- C.** CITY is satisfied with CONTRACTOR's performance under the Agreements and CITY desires to enter into an agreement in order to facilitate long term planning for the improvement, enhancement and operation of the VIC.
- D.** CITY expects that the management of the VIC meets the highest regionally comparative standard for operations CONTRACTOR shall provide patrons with a product and experience that is valuable for a public venue.
- E.** CONTRACTOR is willing and able to continue the operation and management of the VIC with the intent and the obligation to enhance the desirability of the VIC.
- F.** CONTRACTOR operates the VIC so that visitors have a highly valued experience;
- G.** CONTRACTOR will support and promote any CITY initiated marketing or promotional strategy.
- H.** CITY expenditures support operations and ensures that the overall experience remains competitive within the region.
- I.** CITY and CONTRACTOR recognize that promotion of the VIC is a primary factor towards increasing visitor counts engaging community support.

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

Initials: \_\_\_/\_\_\_

# AGREEMENT FOR VISITOR INFORMATION SERVICES

## I.

### TERM OF AGREEMENT

**A. Term.** The term of this Agreement shall be for a period of five (5) years, ending December 31, 2025 with the option to extend an additional five one-year extensions by mutual written agreement of the parties. This provision shall not prevent the parties from developing amendments to the agreement to ensure the best and most appropriate management of all operations. CITY has granted CONTRACTOR the exclusive use of the VIC land and improvements. CONTRACTOR shall continue to occupy and operate the VIC.

**B. Review.** CITY and CONTRACTOR agree to review the terms of the Agreement and the operations of the VIC.

**C. Previous Agreements.** All previous agreements between the Parties, related to the operation of the VIC are superseded by this Agreement.

## II.

### Payment and Performance

1. Fixed Contract price shall be \$75,115 per year. This amount shall be reviewed and may be revised annually at the mutual agreement of both parties.

a. Payment shall be as follows:

- 1) January 15: \$25,115
- 2) May 1: \$16,000
- 3) June 1: \$11,000
- 4) July 1: \$11,000
- 5) August 1: \$12,000

b. Payment schedule may be adjusted upon written request by CONTRACTOR, not to exceed annual contract amount. Any adjustment is subject to CITY approval.

2. Except as otherwise provided in this contract, the City shall not provide any additional compensation, payment, service or thing of value to Contractor in connection with performance of its Contract duties; provided, however, that Contractor shall be able to use the VIC property to perform its duties hereunder. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or direct costs Contractor may incur in the performance of its obligations under this Contract have already been included in computation of Contractor's fee and may not be charged to the City.

2 of 13

Initials: \_\_\_/\_\_\_

## AGREEMENT FOR VISITOR INFORMATION SERVICES

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

### III.

#### GENERAL OBLIGATIONS OF CONTRACTOR

A. CONTRACTOR is responsible for the general operation of the VIC insofar as the visiting public is concerned, shall enforce all rules and regulations which are adopted by CONTRACTOR from time to time, and shall assume responsibility for policing the facility and grounds, keeping off trespassers, preventing injury to the facility by visitor and others and preserving proper order in and about the general premises. CONTRACTOR shall have the right to hire and dismiss their employees.

B. The full time and best efforts of the Contractor as an independent contractor of the City shall be expended to operate and manage the VIC in accord with industry best practices and City budgets, as adopted and amended from time to time.

C. CONTRACTOR shall provide visitor information services at the VIC between the hours of 9:00 a.m. to 6:00 p.m., seven days a week, for the period of May 1 through September 15th of each year. The service will begin on May 1, 2020.

D. CONTRACTOR shall provide visitor information services such as information and/or brochures about lodging, restaurants and attractions in the general area; knowledgeable information about local goods and services; directions as requested; providing historical information about the Palmer area; to the public in a respectful, and helpful manner at the VIC for the period of the contract.

E. CONTRACTOR shall provide courteous and responsive service to the public through personable and friendly answering of questions and dissemination of information about the City of Palmer, the history of Palmer and the region, as well as about local businesses and attractions in the City and greater Palmer area. The City requires that the Contractor provide competent and friendly staff during all operating hours of the required period of operation by this contract with knowledgeable and trained individuals, on-scene, to accomplish the above services. The City may conduct on-going quality assurance testing throughout the summer in order to provide consistent, high-quality, visitor information services to meet the requirements listed in this contract.

F. CONTRACTOR shall provide, without charge, visitor information

3 of 13

Initials:    /    .

## AGREEMENT FOR VISITOR INFORMATION SERVICES

handout materials, such as brochures, directories or lists, focusing on the greater Palmer area. No more than 450 square feet may be used for retail space within the VIC.

**G.** CONTRACTOR shall provide telephone and email contacts for information requests and inquiries by the public throughout the year. Incoming messages are to be retrieved and responded to promptly and courteously.

**H.** CONTRACTOR will produce and maintain a website with current information about Palmer's visitor information services and attractions. It shall include a disclosure that the website is the property of the contractor and not the City's official website. City shall have the right to remove language or information associated with visitor information at its discretion.

**I.** CONTRACTOR shall maintain and submit a comprehensive city owned equipment list as well as the equipment's operational state annually.

**J.** CONTRACTOR will advise on city budgeted repair and maintenance monies annually.

**K.** CONTRACTOR shall implement conservation practices whenever possible, or as required by regulating agencies.

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

**M.** CONTRACTOR shall not be prohibited from subcontracting any of the functions described herein, although CONTRACTOR shall regularly inform CITY of any subcontract for services and have overall responsibility therefor.

**N.** CONTRACTOR shall obtain, at its own expense, any and all permits and licenses which may be required by any public agency other than CITY for the exercise of said rights, licenses and privileges in connection with all operations. CONTRACTOR shall pay any and all taxes including but not limited to, sales taxes, which might be assessed CONTRACTOR for whatever purpose in the operation of the VIC and all related facilities. Property taxes on CITY owned land and buildings shall be the responsibility of the CITY.

**O.** CONTRACTOR shall be responsible for janitorial service (cleaning floors, restrooms; emptying trash) and for the daily housekeeping of the immediate parking lot i.e., litter pickup.

## AGREEMENT FOR VISITOR INFORMATION SERVICES

P. CONTRACTOR shall not be responsible for event litter generated by events not sponsored by the CONTRACTOR.

### IV.

#### GENERAL OBLIGATIONS OF THE CITY

A. CITY shall be responsible for routine maintenance of the VIC building, such as parking lot snow removal, trip and fall safety mitigation, replacing light bulbs. The City shall also be responsible for exterior building and grounds maintenance (including all window washing), and maintenance and repair of the building structure, and major VIC fixtures, which are defined as heating system, the plumbing system, and major electrical work.

B. CITY shall meet with CONTRACTOR regularly to review operations, communicate and share resource information and collaborate on future opportunities.

C. CITY reserves the right to modify, amend, or update the agreement to best meet the needs of CITY; providing CONTRACTOR with six months advance notice and joint discussion and agreement by CITY and CONTRACTOR of any and all modifications.

D. CITY is responsible for capital repairs and renovations for all features within the VIC and open areas within the boundaries of the VIC.

E. CITY may annually budget and appropriate money necessary to enable CONTRACTOR the ability to operate the VIC and CITY owned equipment. CONTRACTOR shall recommend to CITY how to budget money.

### V.

#### PROHIBITIONS

CONTRACTOR shall not do any of the following acts:

1. Assign or transfer this Agreement. CONTRACTOR may, however, subcontract for services to implement this Agreement.
2. Commit, permit or allow any nuisance or waste in, or injury to, the VIC, or permit the use of any of the facilities for any illegal purpose.
3. Deny fair and equal use, or allow discriminatory use, of the premises and facilities or deny equal employment opportunities on the basis of race, color, sex,



## AGREEMENT FOR VISITOR INFORMATION SERVICES

religion, ancestry, national origin, place of residence or membership or non-membership in any club, organization or other association, or in any arbitrary or discriminatory manner.

### VI. UTILITIES

CITY shall be responsible for payment of utilities for the VIC building, to include electricity, natural gas, water, trash pickup and internet. Contractor will be responsible for long distance phone charges. The installed telephone system and phones will remain the property of City.

### VIII. IMPROVEMENTS

A. CONTRACTOR agrees not to make any changes, alterations, decorations, installations, or improvements of the physical appearance of the VIC or grounds without prior written approval of the City. Written approval shall include the ownership of the asset at the conclusion of the contract period, location, and maintenance responsibilities. Within 30 days of the conclusion of the contract period, Contractor agrees, at its sole cost and expense, to remove all items owned by the Contractor. Contractor understands that any unauthorized changes to the physical appearance or condition of the VIC may be corrected by the City at the expense of the Contractor.

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

### IX. LIABILITY AND WORKERS' COMPENSATION INSURANCE AND INDEMNIFICATION

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

Initials: \_\_\_/\_\_\_

## AGREEMENT FOR VISITOR INFORMATION SERVICES

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

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

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

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

### X.

#### TERMINATION

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

7 of 13

Initials: \_\_\_/\_\_\_

## AGREEMENT FOR VISITOR INFORMATION SERVICES

to assume such responsibility.

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

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

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

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

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

If only a portion of the premises shall be so taken or conveyed and the remainder of the premises is not thereby rendered untenable for the purposes of this Agreement, CITY shall, at its expense, restore the premises, as in its judgment after consultation with CONTRACTOR, is required by such taking, and this Agreement shall continue in force, otherwise unaffected.

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

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

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

8 of 13

Initials: \_\_\_/\_\_\_

## AGREEMENT FOR VISITOR INFORMATION SERVICES

VIC.

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

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

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

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

### XI

#### MISCELLANEOUS PROVISIONS

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

**B. Right to Enter.** CITY, through the City Manager or his/her authorized representative may, upon reasonable notice, enter into the premises, at any and all reasonable times during the term of this Agreement for the purpose of determining whether CONTRACTOR is complying with the terms and conditions hereof or for any other purpose incidental to the rights of CITY for emergency reasons.

**C.** CONTRACTOR shall be required to submit a key to all locked doors to the police department and shall also provide a key or other device to turn off the alarm system.

**D. Failure to exercise Rights after Breach.** Failure of CITY to insist upon

9 of 13

Initials: \_\_\_/\_\_\_

## AGREEMENT FOR VISITOR INFORMATION SERVICES

a strict performance of any of the duties, obligations, conditions or covenants contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions or covenants herein contained.

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

**F. Force Majeure.** Neither Party shall be considered to have Defaulted for failure or delay of performance if caused by: an act of war, hostility, or sabotage; labor strikes or actions; act of nature; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any license); or other event outside the reasonable control of the obligated party. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

1. If either party is rendered wholly or partly unable to perform its obligation under this Contract because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:
2. either party is rendered wholly or partly unable to perform its obligation under this Contract because of Force Majeure, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that: the suspension of performance must be of no greater scope and of no longer duration than is required by the Force Majeure;
3. no obligations of either party, including the payment of money, which arose before the occurrence causing the suspension of performance will be excused as a result of the occurrence; and
4. the non-performing party uses its best efforts to remedy its inability to perform.

**G. Jurisdiction, Choice of Law.** Any civil action arising from this agreement shall be brought in the superior court for the Third Judicial District of the State of Alaska in Palmer, only. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.

# AGREEMENT FOR VISITOR INFORMATION SERVICES

**IN WITNESS WHEREOF**, this Agreement is executed by the CITY OF PALMER, pursuant to Resolution No.19-0XX authorizing the City Manager to execute the Agreement by and between CITY and CONTRACTOR,

CITY OF PALMER:

PALMER MUSEUM OF HISTORY  
AND ART

\_\_\_\_\_  
Nathan E. Wallace  
City Manager

\_\_\_\_\_  
Board President

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

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

Attest:

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

Initials: \_\_\_/\_\_\_

11 of 13

**City of Palmer  
Action Memorandum No. 19-092**

**Subject:** Authorizing the City Manager to Negotiate and Execute a Management Services Contract for the Palmer Visitor Center with Palmer Museum of History and Art in the Amount of \$75,115.00 per year

**Agenda of:** December 10, 2019

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


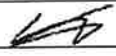

**Originator Information:**

**Originator:**    City Manager

**Department Review:**

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

**Approved for Presentation By:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ 75,000.00

- This legislation (√):
- Creates revenue in the amount of:                      \$ \_\_\_\_\_
  - Creates expenditure in the amount of:                      \$ 75,115.00
  - Creates a saving in the amount of:                      \$ \_\_\_\_\_
  - Has no fiscal impact

- Funds are (√):
- Budgeted                      Line item(s):    01-01-20-6030
  - Not budgeted                      Subject to 2020 Budget Appropriation

Director of Finance Signature: 

**Attachment(s):**

- Draft Agreement for Visitor Information Services

**Summary Statement/Background:**

The Palmer Visitor Center is currently being operated under a contract with the Palmer Museum of History and Art (PMHA). PMHA was awarded the contract for visitor Information services on March 24, 2009, and there were five one-year extensions to the 2009 contract. In March 2015 PMHA was awarded the contract in the amount of \$61,400 per year. The 2015 contract was extended to a five-year service agreement with allowance for two additional one-year periods extensions, by a mutual written agreement. In 2017 PMHA and the City negotiated a new Visitor Information Service Contract price of \$70,115 and continued for the 2018 and 2019 contract years.

This draft agreement is for a five-year period with an option to extend an additional five one-year extensions by mutual written agreement of the parties, starting in 2020. The Visitor Information Service Contract is for \$75,115.00 per year an increase from the 2017 contract adjustment.

The contract utilizes the same format as the recently signed Golf Course agreement with Eagle Golf Course Management, LLC. This contract outlines the PMHA allowable rentable square footage as opposed to the City approving merchandise for sale. The Contract also requires the PMHA to support and promote any City initiated marketing or promotional strategy. The contract outlines PMHA's responsibility to receive prior approval for alterations, additions or improvements of the physical appearance for the Visitor Information Center facility or its grounds. Requirements for staffing have been relaxed and the length of seasonal operation has been reduced from September 30 to September 15.

The PMHA has satisfactorily performed the duties and obligations for Visitor Information Services for the past 11 years. This contract refines the relationship between PMHA and the City and ensures that visitor information services requirements are met for the next five years.

**Administration's Recommendation:**

To approve Action Memorandum No. 19-092 Authorizing the City Manager to Negotiate and Execute an Agreement to provide Visitor Information Services.



Contract Between  
City of Palmer and Palmer Museum of History and Art  
For Visitor Information Services

**AMENDMENT NO. 1**

This Amendment, dated January 20, 2021, amends the Contract for Visitor Information Services approved by City Council, December 10, 2019, between the City of Palmer (City) and the Palmer Museum of History and Art (PMHA), as follows:

Section II 1.

Payment and Performance is amended to read as follows to reflect the following payment dates in 2021:

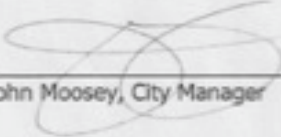
- A. Subject to the provisions of this contract, as compensation for all of the Contractor's services, the City shall pay Contractor the amount of \$75,115.00 as follows:

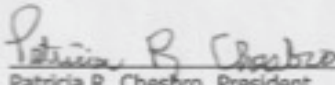
At signing	\$25,115
May 1, 2021	\$16,000
June 1, 2021	\$11,000
July 1, 2021	\$11,000
August 1, 2021	\$12,000
TOTAL	\$75,115

**IN WITNESS WHEREOF**, this Amendment is executed by the CITY OF PALMER, pursuant to Action Memorandum No. 21-002 authorizing the City Manager to execute the Agreement by and between CITY and CORPORATION,

CITY OF PALMER

PALMER MUSEUM OF HISTORY AND ART

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

  
\_\_\_\_\_  
Patricia R. Chesbro, President

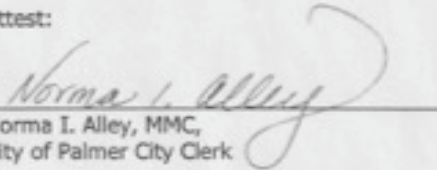
Date

1-20-21

Date

1-19-21

Attest:

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

Date: January 27, 2021

**City of Palmer  
Resolution No. 23-009**

**Subject:** Supporting and Encouraging a Strategic Alaska Food Reserve

**Agenda of:** March 28, 2023

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

**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

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

**Certification of Funds:**

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

This legislation (√):

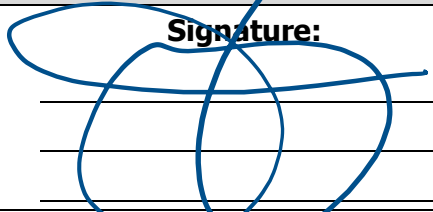
- Creates revenue in the amount of:                    \$ \_\_\_\_\_
- Creates expenditure in the amount of:                    \$ \_\_\_\_\_
- Creates a saving in the amount of:                    \$ \_\_\_\_\_
- Has no fiscal impact

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. Resolution No. 23-009

**Summary Statement/Background:**

Mountain Dog is proposing a project to create a strategic food reserve in collaboration with the City of Palmer and the Alaska National Guard. Their freeze-dried technology aligns seamlessly with the requirements outlined by the Community Facilities Direct Loan & Grant Program under local food systems. The project addresses several types of local food systems called out by the program, including food pantries, food banks, and food hubs.

This project will establish a food reserve that can be accessed by local food pantries and food banks. They will be able to access a consistent supply of food, ensuring that they can continue to support the community in times of need. It will be vital during times of emergency or natural disaster.

This project will act as a food hub, providing a centralized location for local farmers and food producers to store their products. Freeze-drying the food will extend shelf life, allowing for more efficient distribution. This will also help support the local economy and provide residents with access to fresh, local produce.

**Administration’s Recommendation:**

Approve Resolution No. 23-009

**LEGISLATIVE HISTORY**

Introduced by: Manager Moosey

Date:

Action:

Vote:

Yes:

No:

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CITY OF PALMER, ALASKA

**Resolution No. 23-009**

**A Resolution of the Palmer City Council Supporting and Encouraging a Strategic Alaska Food Reserve**

WHEREAS, Alaska imports roughly 95% of food purchased (\$1.9 billion leaving the state); and

WHEREAS, there is a 3- to 5-day supply of most foods in grocery stores; and

WHEREAS, 1 in 7 Alaskans are food insecure, including 1 in 5 kids; and

WHEREAS, a local partnership of entrepreneurs has been formed to make a difference in the perilous lack of resources; and

WHEREAS, Mountain Dog LLC has a proposed project to create a strategic food reserve in collaboration with the City of Palmer and the Alaska National Guard using freeze-dried technology; and

WHEREAS, this project will establish a food reserve that can be accessed by local food pantries and food banks, providing them with a stable and reliable supply of food during times of emergency or natural disaster; and

WHEREAS, this project will act as a food hub, providing a centralized location for local farmers and food producers to store their products. Freeze-drying the food will extend shelf life, allowing for more efficient distribution. This will help support the local economy and provide residents with access to fresh, local produce; and

WHEREAS, working with Mountain Dog LLC and the Alaska National Guard would provide a unique partnership that directly qualifies the project under the eligibility requirements for the Community Facilities Direct Loan & Grant Program.

NOW THEREFORE BE IT RESOLVED, that the City Council supports the efforts and actions of Mountain Dog LLC in its attempt to attract money for this important venture of providing food security for our community.

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2023.

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Steven J Carrington, Mayor

---

Shelly Acteson, MMC, City Clerk

**City of Palmer**  
**Action Memorandum No. 23-017**

**Subject:** Approving a Council Community Grant to Who Let The Girls Out in the Staff Recommended Amount of \$1,500

**Agenda of:** March 28, 2023

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

**Originator Information:**

**Originator:**    Mr. John Moosey, City Manager

**Department Review:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **1,500**

- 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):    01-02-10-6068 Council Community Grants
- Not budgeted

Director of Finance Signature:    

**Approved for Presentation By:**

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

**Attachment(s):**

1. Council Community Grant Scoring Rubric and Application

**Summary Statement/Background:**

Who Let the Girls Out is an annual event aimed to help support local brick and mortar businesses and restaurants in Palmer. During WLTGO weekend, business owners agree to create specials, giveaways, demonstrations, live music, and much more to draw in the large crowd of shoppers the event brings to Palmer. We distribute an event map, business guide, and stamp passport — providing shoppers the tools they need to support local businesses in a fun and engaging way!

In February 2014, the City Council adopted Ordinance No. 14-043, which established the Council Community Grant Program. The City Council approved \$12,000.00 in the Community Council Grants line item for 2023.

Legislation #	Organization	Amount Requested	Remaining	Date Approved
Res 23-005	Beginning Balance-2023 Budget		\$12,000.00	
AM 23-010	Hatcher Pass Avalanche Center	\$1,500	\$10,500.00	2/14/23
AM 23-011	AKBBQ Association	\$1,500	\$ 9,000.00	2/14/23

**Administration’s Recommendation:**

Approve Action Memorandum No. 23-017.

Project Name: Who Let The Girls Out?

Date Received: 3.7.23

Reviewer Name: JOHN MOONEY

Date Reviewed: 3.8.23

Has the event previously received City funding? Y  N   
 If yes, was the Post Event Report completed? Y  N

List Years/Amounts: 2021 = \$2,000  
2022 = \$1,500

Required Elements:

- Accessible to all members of the community
- Takes place in/within one mile of Palmer City Limits

	Expectations			Points
	10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.	10
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	10
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.	10
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.	10
<b>Total:</b>				<b>50</b>

Staff Recommendation: \$1500

AFTER 13 YEARS, WHY DON'T WE HAVE AN ANSWER TO THIS QUESTION?





## Council Community Grant Application

### Program Information

Program, service, project, or event title: Who Let the Girls Out (13TH ANNUAL)  
Date(s) of program, service, project, or event: April 28 & 29, 2023

### Applicant Information

Name: Joshua Fryfogle, Bryce Burkhart  
Address: 851 E Westpoint Dr., Suite B-12  
City: Wasilla State: AK Zip: 99654  
Phone: 907-373-2698 Email: makeasceneak@mac.com

### Organization Information

Name of organization/group: WLTGO  
Type of organization/group:  Non-profit  Volunteer group  Other: \_\_\_\_\_

### Funding Request

Amount of Request: \$ 2500  
Matching funds provided by applicant: \$ See below  
Type of funds requesting:  Cash  In-Kind In-Kind Type: \_\_\_\_\_

### Remittance Information

Remit Payment to: MAKE A SCENE  
Address mail check to: 851 E Westpoint Dr., Suite B-12  
City: Wasilla State: AK Zip: 99654  
Phone: 907-373-2698 Email: makeasceneak@mac.com

### **Eligibility**

Describe how your program, service, project or event meets the eligibility guidelines.

Who Let the Girls Out is in it's 13th year, and has proven to be a mainstay in the event calendar of many people in Palmer (and many more from outside of Palmer), and we've been helping organize the event from the very beginning.

Our goal with this event is to stay the course we charted thirteen years ago - to bring a bunch of shoppers to the downtown Palmer area, allowing attendees a fun event to help them enjoy downtown Palmer as a destination! This event supports art, music, and shopping and eating locally, all over town.

### **Project Summary Information**

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

Who Let the Girls Out is an annual event aimed to help support local brick and mortar businesses and restaurants in Palmer. During WLTGO weekend, business owners agree to create specials, giveaways, demonstrations, live music, and much more to draw in the large crowd of shoppers the event brings to Palmer. We distribute an event map, business guide, and stamp passport — providing shoppers the tools they need to support local business in a fun and engaging way!

### **Project Scope of Work**

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

The event begins on April 28 and ends April 29, 2023 and takes place all over downtown Palmer.

Business owners work in tandem to create their respective parts, and we here at MAKE A SCENE media company facilitate the coordination of all of these efforts.

Since the event is spread out to each individual business that participates, our clean-up requirements are limited. Our team at MAKE A SCENE will be available to pick up old stamp-passports and event guides that may be left around town by attendees.

### **Community Benefit**

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the city of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

Our guiding principle is to create an economic windfall during a time of year that is traditionally slow.

By facilitating a lot of entertainment, including small events at dozens of local businesses and music on multiple stages, WLTGO engages the community by encouraging economic activity. Being the 13th year of the event, we are confident that we will do better than ever in this regard.

The event draws thousands of visitors to the downtown Palmer area, where the goal of the event is to visit and shop with dozens of local businesses. We've seen our numbers of attendees fluctuate, between 2500 and 3000 visitors.

### Detailed Budget

**Revenue:**

Source:	Cash	In-Kind	Total
Event Partners / Sponsors	\$ 5650.00	\$ _____	\$ 5650.00
Participating Businesses	\$ 9400	\$ _____	\$ 9400.00
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
<b>Totals</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ 15,050</b>

**Expenditures:**

Item/Service:	Cash	In-Kind	Total
Advertising / Marketing	\$ 10,641.66	\$ _____	\$ _____
Music & Entertainment	\$ 2725	\$ _____	\$ _____
Misc Services / Contract Labor	\$ 212.20	\$ _____	\$ _____
Processing Fees	\$ 294.00	\$ _____	\$ _____
Print Materials / Posters	\$ 669.99	\$ _____	\$ _____
PAYROLLNOTINCLUDED	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
<b>Totals</b>	<b>\$ 14,545.85</b>	<b>\$ _____</b>	<b>\$ _____</b>

### Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

We receive all of our funding from either locally owned, participating businesses, or from community organizations or companies that sponsor our efforts.

The expenditures listed above DO NOT INCLUDE our time spent and payroll for our employees who work for months prior to the execution of the event. MAKE A SCENE and our media partners donate thousands of dollars in additional advertising and in-kind marketing value.

### Post Event Report

Describe how you propose to provide a post-event report with details on the economic impact, how funding was spent on the sole purpose for which it was awarded, and if any unspent money is to be returned to the city (provide an expected date).

Like we have done in previous years, we can provide a report that summarizes the event, economic impact, community outreach, and more.

Applications may be submitted at any time to the address listed above. Please allow at least six weeks lead time for application review and City Council agenda scheduling.

Applicant signature: Joshua Fryfogle

Date: 3/1/23

---

#### For Office Use Only

Date received by City Clerk's Office: \_\_\_\_\_

City Council agenda date: \_\_\_\_\_

Action Memorandum No.: \_\_\_\_\_

City Council:  Approved  Denied

Amount Approved: \$ \_\_\_\_\_

Date applicant notified of request outcome: \_\_\_\_\_

I-9 Form Submitted (for taxable organizations only): \_\_\_\_\_

# SAVE THE DATE



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**City of Palmer  
Action Memorandum No. 23-018**

**Subject:** Approving a Council Community Grant to Palmer Family Park in the Staff Recommended Amount of \$1,500.

**Agenda of:** March 28, 2023

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

**Originator Information:**

**Originator:**    John Moosey, City Manager

**Department Review:**

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

**Certification of Funds:**

Total amount of funds listed in this legislation:    \$ **1,500.00**

This legislation (√):

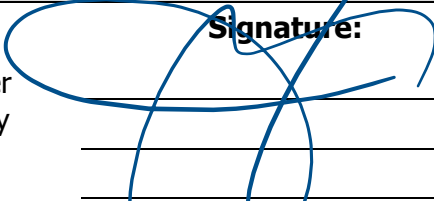
- Creates revenue in the amount of:                      \$ \_\_\_\_\_
- Creates expenditure in the amount of:                      \$ 1,500.00
- Creates a saving in the amount of:                      \$ \_\_\_\_\_
- Has no fiscal impact

Funds are (√):

- Budgeted                      Line item(s):    01-02-10-6068 Council Community Grants
- Not budgeted

Director of Finance Signature:    

**Approved for Presentation By:**

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

**Attachment(s):**

1. Action Memorandum

**Summary Statement/Background:**

The Palmer Family Park will be located at 1951 N Hemmer Rd on the Palmer Family Church property and open to the public. There are no barriers to using this space. The entire space is approximately 150' x100' and will include a pavilion, playground, and decking with an accessible ramp. The Palmer Family Park will be fully accessible with paved parking and walking paths.

The playground will be the first of its kind in Mat-Su as an inclusive and fully accessible playground. The approximately 83' x 98' playground space will be the focus of the Palmer Family Park. The equipment is specially designed by ExerPlay to be accessible for all abilities and ages, considering various sensory systems, motor skills, cognitive skills, and social skills. The underlying ground cover will be a smooth safety surfacing (poured-in-place) to allow access for all to the equipment while providing safe cushion for falls.

The pavilion will be an approximately 16' x32' covered picnic area that will be well lit, for families, groups, and events. The deck along the building will be upgraded to provide an ADA compliant ramp for facility users to access the building. There is an elevator inside the building if needed for indoor events. Palmer Family Park will see regular use of the space by children and people in our community, especially those with special needs. There is nothing like this park in the entire Mat-Su area. It will create a stronger sense of community by offering a common ground for ALL to gather. This park will help shift our community to being more inclusive to those in our area with special needs.

This project offers a rich play environment that offers physical, sensory, and social activities with multiple levels of challenge. The "coolest thing" on this playground will be accessible by everyone as it has a ramp. We will see people with varying abilities, all playing together on the playground, and we'll see families and community members connecting, whose paths may not have otherwise crossed. We anticipate 6,500 people will use this space on an annual basis.

**Administration's Recommendation:**

Approve Action Memorandum No. 23-018.



Project Name: PALMER FAMILY PARK

Date Received: 2.28.23

Reviewer Name: JOHN MOOSEY

Date Reviewed: 3.8.23

Has the event previously received City funding? Y  N  List Years/Amounts:  
 If yes, was the Post Event Report completed? Y  N  NA

Required Elements:

- Accessible to all members of the community
- Takes place in/within one mile of Palmer City Limits

Expectations				Points
	10 pts	7 pts.	3-0 pts	
Accessibility & Strategic Priorities	The application clearly states the economic benefits, and the reader/evaluator easily understands the benefits to the community and residents of the city.	The application states the benefits; however, it is not clear and/or the reviewer/evaluator must assume or use reason to determine the benefits to the community and residents of the city.	The application does not clearly demonstrate the benefits and/or the reader/evaluator cannot determine through reasoning the benefits to the community or residents of the city.	8
	The application clearly addresses how the project meets one or more of the City's Economic Development Strategic Priorities.	The application attempts to address how the project meets one or more of the City's Economic Development Strategic Priorities; however, the reviewer/evaluator must assume or use reason to determine how the project is addressing a strategic priority(s).	The application does not clearly demonstrate how the project is addressing a strategic priority and/or the reader/evaluator cannot determine through reasoning how the project is addressing a strategic priority.	7
Fiscal	The application clearly states how much financial or in-kind services are being requested for the project.	The application contains information regarding financial and/or in-kind services as part of the project; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine what is being requested.	The application does not clearly state what is being requested and/or the reviewer/evaluator cannot determine through reasoning.	10
	The application includes a project budget which demonstrates sound fiscal practices and reviewer/evaluator can easily understand.	The application includes a project budget; however, the reviewer/evaluator has questions or must use reason to understand the overall budget for the project.	The application does not include a project budget, or the reviewer/evaluator cannot understand and/or has significant concerns about the budget as presented.	10
Benefit	The application clearly states how the community will benefit because of the event.	The application states the degree of benefits; however, it is not clear, and the reviewer/evaluator must assume or use reason to determine the how the community will benefit because of this grant.	The application does not clearly demonstrate the degree of benefits and/or the reviewer/evaluator cannot determine the how the community will benefit because of this grant.	8
Reporting	The application clearly states how and when the city will receive a post event report on this project.	The application attempts to address how a post event report will be given to the city; however, it is unclear, and the reviewer/evaluator must assume or use reason to determine how and when the report will be presented.	The application does not attempt to address how a post event report will be given to the city or the reviewer/evaluator cannot determine how the report will be presented.	10
<b>Total:</b>				<b>53</b>

Staff Recommendation: \$1500-



## Council Community Grant Application

### Program Information

Program, service, project, or event title: Palmer Family Park  
Date(s) of program, service, project, or event: Grand Opening Summer 2023

### Applicant Information

Name: Amy O'Brien  
Address: 1951 N Hemmer Rd.  
City: Palmer State: AK Zip: 99645  
Phone: 253-678-2336 Email: office@palmernaz.org

### Organization Information

Name of organization/group: Palmer Family  
Type of organization/group:  Non-profit  Volunteer group  Other: \_\_\_\_\_

### Funding Request

Amount of Request: \$ 5,000  
Matching funds provided by applicant: \$ \$420,000+  
Type of funds requesting:  Cash  In-Kind In-Kind Type: \_\_\_\_\_

### Remittance Information

Remit Payment to: PalmerFamilyChurch  
Address mail check to: PO Box 3509  
City: Palmer State: AK Zip: 99645  
Phone: 2536782336 Email: office@palmernaz.org



**City of Palmer**  
**City Clerk's Office**  
231 W. Evergreen Avenue  
Palmer, AK 99645  
Phone: (907) 761-1301  
Fax: (907) 761-1340

## **Council Community Grant Application Information**

The purpose of the city of Palmer Council Community Grant Program is to recognize the valued contributions being provided through the volunteer efforts of community champions on behalf of its citizens. Community grant funding demonstrates the Council's commitment to programs, services, projects, and events that are a benefit to the community while at the same time recognizing the financial constraints impacting the city's ability to provide funding.

### **The goal and objective of the city of Palmer Council Community Grant are:**

- Goal: to provide modest levels of support and assistance to help foster and develop community programs, services, projects, and events that enhance Palmer's quality of life.
- Objective: to treat all organizations fairly and consistently while creating a minimal administrative process.

### **Applicant eligibility:**

Preference will be given to organizations and groups that demonstrate Palmer community support and that propose a program, service, project or event having the potential for positive economic and cultural impacts and that show evidence of efficient use of resources, sound business practices/accountability, and describe the organization's or group's knowledge and skills.

An applicant organization must meet the following general criteria in order to be considered for a Council Community grant:

1. To qualify for funding, the group must demonstrate its commitment to all of the following principles:
  - a. Program, service, project or event is open – accessible – to all members of the community;
  - b. Program, service, project or event is effective in providing a community benefit to Palmer;
  - c. Applicant is accountable through sound management and financial practices;
  - d. Individuals are not eligible;
  - e. Grant funds must be spent on the sole purpose for which it was awarded;
  - f. Unspent money shall be returned to the city.
2. Funding requests can be defined as programs, services, projects and events that economically benefit Palmer by supporting, sustaining, promoting, informing, educating, celebrating, preserving and/or providing access to the arts, culture, environment, heritage, recreation and/or health activities.
3. Defined as a program, service, project, or event that the council has determined provides significant benefits to the Palmer community as a whole.

## Eligibility

Describe how your program, service, project or event meets the eligibility guidelines.

This project meets many of the eligibility guidelines for consideration for a Council Community Grant, but most importantly the Palmer Family Park will be beneficial to the entire community of Palmer. This park has been designed for ALL people to be able to play and gather. The park is accessible and inclusive with many elements that are not available at any other park in the entire Mat-Su Community. Palmer Family Park has support from many community members as shown through letters of support, many donations, and word-of-mouth communication to other community members.

While in the planning phases of the Palmer Family Park, we heard from community members how the parks that are currently available in our area do not have a solid surfacing or items that are accessible to people who use wheelchairs. We also heard about how the parks are not often fenced for children who may get over stimulated and try to run away.

This project will benefit the community of Palmer because it would be the first in the valley to provide inclusive playground structures, as well as a setting that is fully accessible and free.

## Project Summary Information

In the space below, provide a concise, one paragraph summary of your proposed program, service, project or event and how it benefits the community as well as how this supports the Council's strategic priorities.

The Palmer Family Park will be located at 1951 N Hemmer Rd on the Palmer Family Church property and open to the public. There are no barriers to using this space.

The entire space is approximately 150' x100' and will include a pavilion, playground, and decking with an accessible ramp. The Palmer Family Park will be fully accessible with paved parking and walking paths.

The playground will be the first of its kind in Mat-Su as an inclusive and fully accessible playground. The approximately 83' x 98' playground space will be the focus of the Palmer Family Park. The equipment is specially designed by ExerPlay to be accessible for all abilities and ages, considering various sensory systems, motor skills, cognitive skills and social skills. The underlying ground cover will be a smooth safety surfacing (poured-in-place) to allow access for all to the equipment while providing safe cushion for falls.

The pavilion will be an approximately 16' x32' covered picnic area that will be well lit, for families, groups, and events.

The deck along the building will be upgraded to provide an ADA compliant ramp for facility users to access the building. There is an elevator inside the building if needed for indoor events.

### **Project Scope of Work**

Please list the steps to be taken to conduct the program, service, project or event. Be sure to address issues such as: beginning and ending date, who will work to conduct the event/project, clean-up team, where is the project going to occur (location).

We recently put a down payment on the playground equipment and it is currently being manufactured. We are anticipating that the equipment will ship in May/June and be installed in June and we plan for a grand opening by mid-late summer 2023. We have a general contractor overseeing all aspects of the park (pavilion, ground work, sidewalks, fencing, decking, etc. All maintenance for the park will be the responsibility of Palmer Family Church.

### **Community Benefit**

Please indicate how the results of your program, service, project or event will enhance economic development or generally benefit the city of Palmer. Describe the expected number of participants to be attracted by the event or project. Please explain how your organization will evaluate the community benefit of your event. Examples might include surveys, registrations, sign-in sheets, number of people served, etc.

Palmer Family Park will see regular use of the space by children and people in our community, especially those with special needs. There are nothing like this park in the entire Mat-Su area. It will create a stronger sense of community by offering a common ground for ALL to gather. This park will help shift our community to being more inclusive to those in our area with special needs. This project offers a rich play environment that offers physical, sensory, and social activities with multiple levels of challenge. The "coolest thing" on this playground will be accessible by everyone as it has a ramp. We will see people with varying abilities, all playing together on the playground and we'll see families and community members connecting, whose paths may not have otherwise crossed. We anticipate 6,500 people will use this space on an annual basis. Approximately 300-400 people use the Palmer Family Church facilities on a weekly basis. During the past 35 years, we have offered our space to many outside organizations that benefit the community. We host Fox Hall AA meetings, Codependents Anonymous, Beacon Hill, MOPS (Mother's of Preschoolers), Graceworks, Missions Groups, out of town sports teams in need of host locations, Alaska Rabbit Breeders and Cavy club, Dog Obedience Clubs, Pockets of Enthusiasm AA meeting, and also is home to the Moravian Church + Friends Fellowship (church). Some of these groups have been meeting at the church for over 15 years.

### Detailed Budget

**Revenue:**

Source:	Cash	In-Kind	Total
Beacon Hill	\$ 10,000	\$	\$
Palmer Family church + AK Nazarene Church	\$ 50,000	\$	\$
AK Mental Health Trust	\$ 10,000	\$	\$
Vincent Vonwhel Mem Fund	\$ 10,000	\$	\$
Elks Lodge	\$ 7,500	\$	\$
Palmer Rotary	\$ 5,700	\$	\$
Mat-Su Health Foundation	\$ 350,000	\$	\$ there are other funders as well, not listed
<b>Totals</b>	<b>\$ 474,430.</b>	<b>\$</b>	<b>\$</b>

**Expenditures:**

Item/Service:	Cash	In-Kind	Total
Playground Equip and install	\$ 307,500	\$	\$
Freight	\$ 40,000	\$	\$
Underplayground surfacing and install	\$ 167,000	\$	\$
Pavilion	\$ 27,000	\$	\$
Fencing and decking	\$ 37,000	\$	\$
Paving	\$ 81,000	\$	\$
Other (side walks, lighting etc.)	\$ 131,150	\$	\$
<b>Totals</b>	<b>\$ 790,650.</b>	<b>\$</b>	<b>\$</b>

### Matching Funding Source

Describe source of matching funding. Have alternate sources of funding been explored?

We are asking local businesses to support this project and have also held a fundraiser for this park project. We're working on other fundraising opportunities.

