

Regular City Council Meeting  
January 9, 2024 at 6:00 pm  
City of Palmer, Alaska  
Palmer City Council Chambers  
231 W Evergreen Avenue Palmer, Alaska 99645  
[www.palmerak.org](http://www.palmerak.org)



Mayor Steven J. Carrington  
Deputy Mayor Carolina Anzilotti  
Council Member John Alcantra  
Council Member Richard W. Best  
Council Member Jim Cooper  
Council Member Pamela Melin  
Council Member Joshua Tudor

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

- A. CALL TO ORDER:
- B. ROLL CALL:
- C. PLEDGE OF ALLEGIANCE:
- D. APPROVAL OF AGENDA:
  - 1. Approval of consent agenda
    - a. Ordinance No. 24-001: Amendment Enacting Palmer Residential Land Use Matrix  
Introduction of Ordinance No. 24-001: Amending Palmer Municipal Code Chapters 17.08 Definitions, 17.20 R-1 Single-family Residential, 17.24 R-2 Low Density Residential, 17.26 R-3 Medium Density Multifamily Residential, 17.27 R-4 High Density Residential, 17.52 R-1E Single family Residential Estate, 17.54 RR Rural Residential, Adding Homeless Shelter and Homeless Shelter, Emergency, amending Commercial Land Use Matrix Chapter 17.28.020, and Enacting Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix - Public Hearing to be Held January 23, 2024.
    - b. AM 24-004: Golf Course Management Contract for 2024  
Authorizing the City Manager to Execute a Management Services Agreement Amendment No. 3 with Eagle Golf Course Management Inc., for the Operation of the Palmer Municipal Golf Course in the Amount of \$425,000 to Reflect 2024 Payments
    - c. AM 24-005: Seasonal Gardening/Horticulture Service Contract  
Authorizing the City Manager to Execute Contract Amendment No. 1 with Greene Garden Services for Seasonal Gardening/Horticultural Services at the Visitor Information Center Garden for 2024 in an Amount not to Exceed \$48,540
    - d. AM 24-006: MTA Brand License Agreement #3  
Authorizing the City Manager to Sign Amendment No. 3 for a Three-year Brand License Agreement with Matanuska Telecom Association for the MTA Events Center in the Amount of \$20,000
  - 2. Approval of minutes of previous meetings  
Minutes of previous meetings
- E. COMMUNICATIONS AND APPEARANCE REQUESTS:

1. Elected Officials
2. Board/Commission Members
3. General
  - a. Swearing In Ceremony  
Officer Promotion and New Hire Swearing In Ceremony
  - b. A Proclamation Recognizing Martin Luther King Jr. Day
- F. REPORTS:
  1. City Manager's Report
  2. Mayor's Report  
Mayor's Report
  3. Clerk's Report  
City Clerk's Report
  4. City Attorney's Report
- G. AUDIENCE PARTICIPATION:
- H. PUBLIC HEARINGS:
  1. Resolution No. 24-006: 2024 Legislative Priorities  
A Resolution of the Palmer City Council Identifying the City of Palmer's Capital Project Priorities for State, Federal and Other Interested Parties Funding
  2. Resolution No. 24-007: Authorize the City Manager to Sign and Execute a Five-Year Contract with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area (GPFSA)  
A Resolution of the Palmer City Council Authorizing the City Manager to Sign and Execute a Five-Year Contract with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area
  3. Resolution No. 24-008: Authorize the City Manager to Allocate \$125,000 to Create a Fleet Replacement Fund for Palmer Fire & Rescue  
A Resolution of the Palmer City Council Authorizing the City Manager to Allocate \$125,000 to Create a Fleet Replacement Fund for Palmer Fire and Rescue
  4. Resolution No. 24-009: Airport Equipment Operator  
A Resolution of the Palmer City Council Authorizing the City Manager to Create a Seasonal Airport Equipment Operator Position
- I. ACTION MEMORANDA:
  1. AM 24-001: The Plug Hug Fire Hydrant Cleaning System  
Authorizing the City Manager to Negotiate a Contract with The Plug Hug, LLC in the amount of \$23,918.60, for the Plug Hug Fire Hydrant Cleaning System and a Hydraulic Drive Motor Kit.
  2. AM 24-002: City Council Community Grant Application  
2024 I Heart Hockey 8U Tournament, City Council Grant Funding Request of \$1,500
  3. AM 24-003: Contract Extension to the Professional Service Agreement With Wolf Architecture for Design and Construction Management Services  
Authorizing the City Manager to Negotiate an Extension to the Professional Services Agreement with Wolf Architecture for Design Services and Construction Management of the Palmer Public Library



- J. UNFINISHED BUSINESS:
- K. NEW BUSINESS:
  - 1. City Manager Position Recruitment  
Discussion regarding the City Manager recruitment process
- L. RECORD OF ITEMS PLACED ON THE TABLE:
- M. AUDIENCE PARTICIPATION:
- N. EXECUTIVE SESSION:
- O. COUNCIL COMMENTS:
- P. ADJOURNMENT



## Palmer City Council Meeting

D. 1. a.

**Meeting Date:** 01/09/2024  
**Submitted For:** Brad Hanson, Community Development Director  
**Department:** Community Development  
**Agenda Category:** Consent Agenda  
**Legislation Number:** ORD 24-001

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### Subject

Introduction of Ordinance No. 24-001: Amending Palmer Municipal Code Chapters 17.08 Definitions, 17.20 R-1 Single-family Residential, 17.24 R-2 Low Density Residential, 17.26 R-3 Medium Density Multifamily Residential, 17.27 R-4 High Density Residential, 17.52 R-1E Single family Residential Estate, 17.54 RR Rural Residential, Adding Homeless Shelter and Homeless Shelter, Emergency, amending Commercial Land Use Matrix Chapter 17.28.020, and Enacting Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix - Public Hearing to be Held January 23, 2024.

### Summary Statement/Background

The recent discussion and approval of a conditional use permit for a residential care facility for five residents in an R-2 Low Residential District, prompted the Planning and Zoning Commission to review the code definitions and language regarding residential care facilities and group living in residential districts.

Some of the language in the definitions relating to group living in residential districts is outdated or redundant and confusing. It was also noted there is no code language or definitions regarding homeless shelters and in which districts they can be located.

The proposed amendments to the definitions and addition of the residential land use matrix are to promote housing opportunities and compatible values of the residential districts. The amendments are designed to eliminate confusing and redundant language; and to promote a diverse range of allowable land use activities within different residential land use districts to serve the needs of all people with or without disabilities.

An overview of the text amendments is listed below:

- Delete "day care" definition because it is redundant, since childcare definition is in code.
- Created definitions for homeless shelter and homeless shelter, emergency.
- More clearly defined difference in the residential and commercial land use matrix between assisted living home as small scale group living permitted in all residential areas for people needing some assistance, and residential care facilities as a larger scale operation more appropriately placed as a conditional use in the central business district and general commercial district.
- Created residential land use matrix to show permitted and conditional uses and an amended Commercial Land Use Matrix.

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

The Planning and Zoning Commission discussed the draft ordinance and proposed a few amendments during the course of several meetings from April 20 through September 14, 2023. At the September 14, 2023, meeting the Commission discussed and reviewed the changes to the draft ordinance and voted unanimously to move the draft ordinance forward to City Council with a recommendation for adoption.

### Administration's Recommendation:

Adopt Ordinance No. 24-001 amending Palmer Municipal Code Chapters 17.08 Definitions, 17.20 R-1 Single-family Residential, 17.24 R-2 Low Density Residential, 17.26 R-3 Medium Density Multifamily Residential, 17.27 R-4 High Density Residential, 17.52 R-1E Single-family Residential Estate, 17.54 RR Rural Residential, Adding Homeless Shelter and Homeless Shelter, Emergency and amending Commercial Land Use Matrix Chapter 17.28.020, and Enacting Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix.

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### Attachments

Ordinance 23-005  
PZ Minutes April  
PZ Minutes June



**LEGISLATIVE HISTORY**

Introduced by:

Date:

Public Hearing:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Ordinance No. 23-005**

**An Ordinance of the Palmer City Council Amending Palmer Municipal Code Chapters 17.08 Definitions, 17.20 R-1 Single-family Residential, 17.24 R-2 Low Density Residential, 17.26 R-3 Medium Density Multifamily Residential, 17.27 R-4 High Density Residential, 17.52 R-1E Single-family Residential Estate, 17.54 RR Rural Residential, Adding Homeless Shelter and Homeless Shelter, Emergency and amending Commercial Land Use Matrix Chapter 17.28.020, and Enacting Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix**

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

WHEREAS, the commission proposes text amendments to Palmer Municipal Code Title 17 for the promotion of Palmer's unique character and general welfare; and

WHEREAS, the commission has reviewed and discussed the city of Palmer's residential districts and shortage of housing options comparing our residential districts to other residential codes in other cities and drafted code language to allow for more flexibility and housing choices that are compatible with residential land uses; and

WHEREAS, the commission determined there is a need to expand housing opportunities for community residences through sound land use principals and projects that contain a compatible mix of single-family and residential group living land uses.

THE CITY OF PALMER, ALASKA, ORDAINS:

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

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

Section 3. Palmer Municipal Code Section 17.08.032 is hereby amended as follows (new language is underlined and deleted language is stricken):

**17.08.032 Assisted living home.**

"Assisted living home" means a residential facility, currently and duly licensed by the state of Alaska as an assisted living home, which combines housing, food service, general protective oversight and personalized assistance with the activities of daily living tasks such as eating, bathing, dispensing of medicines, housekeeping and other tasks and is compatible with the residential district.

Section 4. Palmer Municipal Code Section 17.08.113 is hereby deleted as follows (new language is underlined and deleted language is stricken):

**~~17.08.113 Day Care.~~**

~~"Day care" means providing care and supervision services for compensation between 6:00 a.m. and 10:00 p.m.~~

Section 5. Palmer Municipal Code Section 17.08.212 Homeless shelter is hereby added as follows (new language is underlined and deleted language is stricken):

**17.08.212 Homeless shelter.**

"Homeless shelter" means a building used primarily to provide on-site meals, shelter and secondary personal services such as showers and haircuts to the homeless and the needy on a nonpermanent basis.

Section 6. Palmer Municipal Code Section 17.08.214 Homeless shelter, emergency is hereby added as follows (new language is underlined and deleted language is stricken):

**17.08.214 Homeless shelter, emergency.**

"Homeless shelter, emergency" means a building offering temporary housing for residents on a nonpermanent basis solely as an accessory use to places of religious worship.

Section 7. Palmer Municipal Code Section 17.08.217 is hereby amended as follows (new language underlined and deleted language is stricken):

**17.08.217 Home based commercial business.**

"Home based commercial business" means an activity conducted for profit by the residents of a property in a rural residential district which has received a conditional use permit for operation of the business, unless activity is a permitted use. The business shall be secondary to the use of the dwelling for living purposes and shall be conducted in a manner that does not reasonably interfere with the primary residential character of the area.

Section 8. Palmer Municipal Code Section 17.08.380 is hereby amended as follows (new language underlined and deleted language is stricken):

**17.08.380 Residential care facility.**

"Residential care facility" means a ~~place~~ facility, currently and duly licensed by the State of Alaska, which provides 24-hour care for one or more people who are not related by blood, marriage or legal adoption to the owner or operator and includes facilities called group homes and institutions.

Section 9. Palmer Municipal Code Section 17.08.339 Senior Citizen Housing is hereby deleted as follows (new language is underlined and deleted language is stricken):

**~~17.08.339 Senior citizen housing.~~**

~~"Senior citizen housing" means housing in which each dwelling unit is occupied by individuals representing one or more of the following classifications:~~

~~A. One or more senior citizens;~~

~~B. The surviving spouse of a senior citizen who was, at the time of his or her death, living in the dwelling unit with the surviving spouse;~~

- ~~C. One or more individuals who reside in the same dwelling unit as a senior citizen, so long as such individuals are related to the senior citizen within two degrees of consanguinity and nieces and nephews;~~  
~~D. One or more individuals who reside in the same dwelling unit as a senior citizen, so long as such individuals are essential to the care or well-being of the senior citizen.~~

~~Senior citizen housing also includes individuals who meet the eligibility requirements of a state or federal senior housing program that provides financing for projects so long as at least 80 percent of the units in the project are occupied exclusively by individuals who satisfy the requirements of subsection (A), (B), (C), or (D) of this section.~~

Section 10. Palmer Municipal Code Section 17.08.424 Special needs housing is hereby deleted as follows (new language is underlined and deleted language is stricken):

**~~17.08.424 Special needs housing.~~**

~~"Special needs housing" means a residential facility where tenants are physically or mentally disabled or are senior citizens.~~

Section 11. Palmer Municipal Code Section 17.20.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.20.020 Permitted uses.**

Permitted principal uses and structures in the R-1 district are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

- ~~A. One single family dwelling per lot;~~  
~~B. Gardens and greenhouses when incidental to residential use;~~  
~~C. Home occupations;~~  
~~D. Accessory buildings and uses not used or operated for gain nor used as a dwelling;~~  
~~E. Parks and playgrounds;~~  
~~F. Storage of travel trailers, campers, pleasure boats and motor homes neither used nor occupied as living quarters.~~

Section 12. Palmer Municipal Code Section 17.20.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.20.030 Conditional uses.**

Uses which may be permitted in the R-1 district by obtaining a conditional use permit are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

- ~~A. Churches, synagogues, temples, chapels, mosques or similar places of religious worship, and related structures; provided, that no part of any building or structure used for such purposes shall be located nearer than 30 feet to an adjoining lot or street line;~~  
~~B. Utility substation;~~  
~~C. Child care facilities operating as a day care only; and provided, that no part of any building shall be located nearer than 30 feet to an adjoining lot or street line;~~  
~~D. Special needs day care facilities; provided, that no part of any building shall be located nearer than 30 feet to an adjoining lot or street line.~~

Section 13. Palmer Municipal Code Section 17.24.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.24.020 Permitted uses.**

Permitted principal uses and structures in the R-2 district are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section

17.18.020.

- ~~A. No more than a total of four dwelling units per lot. This may be a combination of single family dwellings, two family dwellings and/or multiple family dwellings with four or fewer units;~~
- ~~B. Boarding and roominghouses with four or fewer units;~~
- ~~C. Home occupations;~~
- ~~D. Parks and playgrounds;~~
- ~~E. Child care facilities and preschools, both operating as day care only;~~
- ~~F. Other compatible uses;~~
- ~~G. Storage of travel trailers, campers, pleasure boats and motor homes neither used nor occupied as living quarters;~~
- ~~H. Gardens and greenhouses when incidental to residential use;~~
- ~~I. Churches, synagogues, temples, chapels, mosques or similar places of religious worship, and related structures; provided, that no part of any building or structures used for such purposes shall be located nearer than 30 feet to any adjoining lot or street line;~~
- ~~J. Short term rentals, Type 1, Type 2, and Type 4 shall meet the requirements of PMC 17.89.070.~~

Section 14. Palmer Municipal Code Section 17.24.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.24.030 Conditional uses.**

Uses which may be permitted in an R-2 district by obtaining a conditional use permit are:

- ~~A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.~~
- ~~A. Public and private schools;~~
- ~~B. Public buildings and structures;~~
- ~~C. Residential planned unit development;~~
- ~~D. Residential care facilities for four or fewer patients and special needs day care facilities;~~
- ~~E. Utility substation;~~
- ~~F. Short term rentals, Type 5 shall meet the requirements of PMC 17.89.070.~~

Section 15. Palmer Municipal Code Section 17.26.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.26.020 Permitted uses.**

Permitted principal uses and structures in the R-3 district are:

- ~~A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.~~
- ~~A. No more than a total of eight dwelling units per lot. This may be a combination of single family dwellings, two family dwellings and/or multiple family dwellings with eight or fewer units;~~
- ~~B. Boarding and roominghouses with eight or fewer units;~~
- ~~C. Home occupations;~~
- ~~D. Parks and playgrounds;~~
- ~~E. Child care facilities and preschools, both operating as day care only;~~
- ~~F. Other compatible uses and accessory uses, such as storage structures for use by residents of the development;~~
- ~~G. Storage of travel trailers, campers, pleasure boats and motor homes neither used nor occupied as living quarters;~~
- ~~H. Gardens and greenhouses when incidental to residential use;~~
- ~~I. Churches, synagogues, temples, chapels, mosques or similar places of religious worship, and related structures; provided, that no part of any building or structure used for such purposes shall be located nearer than 30 feet to any adjoining lot or street line;~~
- ~~J. Short term rentals, Type 1, Type 2, Type 3, and Type 4 shall meet the requirements of PMC 17.89.070.~~

Section 16. Palmer Municipal Code Section 17.26.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.26.030 Conditional uses.**

Uses which may be permitted by the R-3 district by obtaining a conditional use permit are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

~~A. Public and private schools;~~

~~B. Public buildings and structures;~~

~~C. Residential planned unit development meeting the requirements of Chapter 17.84 PMC;~~

~~D. Mobile homes that are used for occupancy in a mobile home court;~~

~~E. Residential care facilities with eight or fewer patients and special needs day care facilities;~~

~~F. Utility substation;~~

~~G. Short term rentals, Type 5 shall meet the requirements of PMC 17.89.070.~~

Section 17. Palmer Municipal Code Section 17.27.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.27.020 Permitted uses.**

Permitted principal uses and structures in the R-4 district are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

~~A. One family dwellings;~~

~~B. Two family dwellings;~~

~~C. Multiple family dwellings;~~

~~D. Boarding and roominghouses;~~

~~E. Home occupations;~~

~~F. Parks and playgrounds;~~

~~G. Child care facilities and preschools, both operating as day care only;~~

~~H. Other compatible uses and accessory uses such as storage structures for use by residents of the development;~~

~~I. Storage of travel trailers, campers, pleasure boats and motor homes neither used nor occupied as living quarters;~~

~~J. Gardens and greenhouses when incidental to residential use;~~

~~K. Churches, synagogues, temples, chapels, mosques or similar places of religious worship, and related structures; provided, that no part of any building or structure used for such purposes shall be located nearer than 30 feet to any adjoining lot or street line;~~

~~L. Short term rentals, Type 1, Type 2, Type 3, Type 4, and Type 5 shall meet the requirements of PMC 17.89.070.~~

Section 18. Palmer Municipal Code Section 17.27.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.27.030 Conditional uses.**

Uses which may be permitted by the R-4 district by obtaining a conditional use permit are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

~~A. Public and private schools;~~

~~B. Public buildings and structures;~~

~~C. Residential planned unit development meeting the requirements of Chapter 17.84 PMC;~~

~~D. Mobile homes that are used for occupancy in a mobile home court;~~

~~E. Residential care facilities with eight or fewer patients and special needs day services facilities;~~

~~F. Utility substation.~~



Section 19. Palmer Municipal Code Section 17.28.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.28.020 Commercial land uses.**

| Public Assembly   | CBD<br>Overlay | C-L | C-G | BP | I | P        | A |
|---|----------------|-----|-----|----|---|----------|---|
| Assembly halls – auditorium, civic center, concert hall, performing arts center, theaters, senior, youth                    | P              | P   | P   |    |   | P        |   |
| <u>Homeless shelter</u>   |                |     |     |    |   |          |   |
| <u>Homeless shelter, emergency</u>  |                |     |     |    |   |          |   |
| <del>Humanitarian service and shelter facilities, including Residential care facilities and nursing homes</del> – long-term | C              |     | C   |    |   | <u>P</u> |   |
| Funeral parlors and mortuaries  | P              |     | P   |    |   |          |   |
| Libraries, museums, art galleries   | P              |     | P   |    |   | P        | P |
| Recreational facilities – ice arena, swimming pools   | P              |     |     |    |   | P        |   |
| Private clubs or lodges with alcohol  | P              |     | P   |    |   |          |   |
| Private clubs or lodges without alcohol   | P              | P   | P   |    |   |          |   |
| Racetrack – nonmotorized  |                |     |     | C  | C |          | C |
| Racetrack – motorized   |                |     |     |    |   | C        | C |
| Place of worship – churches   | P              | C   | P   |    |   |          | P |
| Outdoor concert venue   | P              |     | P   | P  |   |          |   |

| Public Assembly        | CBD<br>Overlay | C-L | C-G | BP | I | P | A |
|------------------------|----------------|-----|-----|----|---|---|---|
| Center – youth, senior | P              | P   | P   |    |   |   |   |

Section 20. Palmer Municipal Code Section 17.52.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.52.020 Permitted uses.**

Permitted principal uses and structures in the R-1E district are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

~~A. One-family dwellings;~~

~~B. Bed and breakfast establishments;~~

~~C. Parks and playgrounds;~~

~~D. Recreational courts, including, but not limited to, tennis and other similar uses;~~

~~E. One temporary subdivision sales office per subdivision in a residential structure, when located within the subdivision, and provided such use is discontinued when all lots have been sold and provided it complies with PMC 15.08.3103, Temporary buildings or structures.~~

Section 21. Palmer Municipal Code Section 17.52.030 is hereby deleted as follows (new language is underlined and deleted language is stricken):

~~**17.52.030 Permitted accessory uses and structures.**~~

~~The following accessory uses and structures are permitted in the R-1E district:~~

~~A. Uses and structures customarily accessory to a permitted use;~~

~~B. Gardens and greenhouses when incidental to residential use;~~

~~C. Home occupations;~~

~~D. Travel trailers, campers and motor homes not used or occupied as living quarters.~~

Section 22. Palmer Municipal Code Section 17.52.040 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.52.040 Conditional uses.**

Uses which may be permitted in the R-1E district by obtaining a conditional use permit are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

~~A. Churches and related buildings, provided no part of any church building shall be located nearer than 30 feet to an adjoining lot or street line;~~

~~B. Public utility installations and substations;~~

~~C. Country clubs and golf courses;~~

~~D. Community and publicly owned recreational centers;~~

~~E. Public and private schools;~~

~~F. Cemeteries;~~

~~G. Child care facilities operating as a day care only; provided, that no part of any building is located nearer than 30 feet of a lot or street line;~~

~~H. Special needs day care facilities; provided, that no part of any building is located nearer than 30 feet from a lot or street line.~~

Section 23. Palmer Municipal Code Section 17.54.020 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.54.020 Permitted uses.**

Permitted principal uses and structures in the RR district are:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

- ~~A. One family dwellings;~~
- ~~B. One accessory dwelling unit;~~
- ~~C. Two family dwellings;~~
- ~~D. Bed and breakfast;~~
- ~~E. Child care facilities and preschools, both operating as day care only;~~
- ~~F. Churches, synagogues, temples, chapels, mosques or similar places of worship and related structures;~~
- ~~G. Greenhouses, truck gardens, raising of bush and tree crops, flower gardens and nurseries, when incidental to residential use;~~
- ~~H. Home occupations;~~
- ~~I. Parks and playgrounds;~~
- ~~J. Recreational shop buildings not used for commercial purposes;~~
- ~~K. Storage of travel trailers, campers, pleasure boats and motor homes neither used nor occupied as living quarters, not to include commercial storage;~~
- ~~L. Storage sheds;~~
- ~~M. Senior care facility operating up to a 24-hour basis;~~
- ~~N. Assisted living centers operating on a 24-hour basis;~~
- ~~O. Hospice facilities.~~

Section 24. Palmer Municipal Code Section 17.54.030 is hereby amended to read as follows (new language is underlined and deleted language is stricken):

**17.54.030 Conditional uses.**

Uses which may be permitted in the RR district by obtaining a conditional use permit are uses such as, but not limited to, the following:

A. Land uses as defined in the Palmer Residential Land Use Matrix in Palmer Municipal Code Section 17.18.020.

- ~~A. Community and publicly owned recreational centers;~~
- ~~B. Driving ranges and golf courses;~~
- ~~C. Home based commercial business;~~
- ~~D. Public and private schools and learning centers;~~
- ~~E. Public facilities such as fire stations, libraries and museums;~~
- ~~F. Public utility installations and substations, but not including corporate offices, storage or repair yards, warehouses, and similar uses;~~
- ~~G. Seasonal roadside stands for the sale of produce and flowers;~~
- ~~H. Special needs day care facilities.~~

Section 25. Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix is hereby added to read as follows (new language is underlined and deleted language is stricken):

**17.18.020 Residential land uses.**

**City of Palmer  
Residential Land Use Matrix**

| <b>Residential</b>   | <b>R-1</b><br>Max is one dwelling unit | <b>R-2</b><br>Max is four dwelling units | <b>R-3</b><br>Max is eight dwelling units | <b>R-4</b> | <b>R-1E</b><br>Max is one dwelling unit | <b>RR</b>    |
|--|--|--|---|------------|---|--------------|
| <b>Dwelling Units, Types:</b>  |  |  |   |            |   |              |
| Dwelling unit, Single-family   | P                                      | P  | P   | P          | P                                       | P            |
| Dwelling units, Two-family   |  | P  | P   | P          |   | P            |
| Dwelling units, Multiple family  |  | P  | P   | P          |   |              |
| <u>Dwelling unit, Accessory, must meet requirements of PMC 17.86 Permit required</u>   | <u>P</u>                               | <u>P</u>                                 | <u>P</u>                                  | <u>P</u>   | <u>P</u>                                | P            |
| Mobile homes used for occupancy in mobile home court <u>must meet requirements of PMC 17.92</u>  |  |  | CUP                                       | CUP        |   |              |
|  |  |  |   |            |   |              |
| <b>Accessory Uses:</b>   |  |  |   |            |   |              |
| Accessory buildings and uses not used or operated for gain nor used as a dwelling  | P                                      | <u>P</u>                                 | P   | P          | P                                       | P            |
| Gardens and greenhouses when incidental to residential use   | P                                      | P  | P   | P          | P                                       | P            |
| Home based commercial business   |  |  |   |            |   | CUP          |
| Home Occupations   | P                                      | P  | P   | P          | P                                       | P            |
| <u>Home Child Care as a Home Occupation (max is 6 children)</u>  | <u>P</u>                               | <u>P</u>                                 | <u>P</u>                                  | <u>P</u>   | <u>P</u>                                | <u>P</u>     |
| <u>Home Special Needs Care as a Home Occupation (max is 5 people)</u>  | <u>P</u>                               | <u>P</u>                                 | <u>P</u>                                  | <u>P</u>   | <u>P</u>                                | <u>P</u>     |
| <del>Recreational shop buildings not used for commercial purposes</del>  |  |  |   |            |   | <del>P</del> |
| Storage of travel trailers, campers, pleasure boats and motor homes neither used nor occupied as living quarters, <u>not to include commercial storage</u> | P                                      | P  | P   | P          | P                                       | P            |
| Truck gardens, raising of bush and tree crops, flower gardens and nurseries, when incidental to residential use  |  |  |   |            |   | P            |
|  |  |  |   |            |   |              |
| <b>Group Residences:</b>   |  |  |   |            |   |              |
| <del>Assisted Living Centers operating on a 24-hour basis</del>  |  |  |   |            |   | <del>P</del> |
| <u>Assisted living home</u>  | <u>P</u>                               | <u>P</u>                                 | <u>P</u>                                  | <u>P</u>   | <u>P</u>                                | <u>P</u>     |
| <u>Homeless shelter</u>  |  |  |   |            |   |              |
| <u>Homeless shelter, emergency</u>   |  |  |   |            |   |              |
| Hospice Facilities   |  |  |   |            |   | P            |
| Residential Care Facilities  |  | CUP                                      | CUP                                       | CUP        |   |              |

| <b>Residential</b>   | <b>R-1</b><br>Max is one dwelling unit | <b>R-2</b><br>Max is four dwelling units | <b>R-3</b><br>Max is eight dwelling units | <b>R-4</b> | <b>R-1E</b><br>Max is one dwelling unit | <b>RR</b>  |
|--|--|--|---|------------|---|------------|
| Residential Planned Unit Development meeting requirements of PMC 17.84   | <u>CUP</u>                             | CUP                                      | CUP                                       | CUP        |   |            |
| Senior care facility operating up to a 24-hour basis   |  |  |   |            |   | P          |
|  |  |  |   |            |   |            |
| <b>Temporary Lodging:</b>  |  |  |   |            |   |            |
| Bed and breakfast establishments   |  |  |   |            | P                                       | P          |
| Boarding and roominghouses   |  | P  | P   | P          |   |            |
| Short-term Rentals shall meet requirements of PMC 17.89, see matrix*   | *                                      | *  | *   | *          | *                                       | *          |
|  |  |  |   |            |   |            |
| <b>Community and Education Services:</b>   |  |  |   |            |   |            |
| Child care facilities and <u>preschools</u> operating as a day care only (1)                                       | CUP                                    | P  | P   | P          | CUP                                     | P          |
| Public and private schools and <u>learning centers</u>   |  | CUP                                      | CUP                                       | CUP        | CUP                                     | CUP        |
| Special needs day care facilities for more than five people (1)  | CUP                                    | CUP                                      | CUP                                       | CUP        | CUP                                     | CUP        |
| Cemeteries   |  |  |   |            | CUP                                     | <u>CUP</u> |
|  |  |  |   |            |   |            |
| <b>Recreational and Cultural Land Uses:</b>  |  |  |   |            |   |            |
| Churches, synagogues, temples, chapels, mosques or similar places of religious worship, and related structures (1) | CUP                                    | P  | P   | P          | CUP                                     | P          |
| Community and publicly owned recreational centers  |  |  |   |            | CUP                                     | CUP        |
| Country clubs and Golf courses   |  |  |   |            | CUP                                     | <u>CUP</u> |
| Driving ranges and golf courses  |  |  |   |            |   | CUP        |
| Parks and Playgrounds and <u>other similar uses</u>  | P                                      | P  | P   | P          | P                                       | P          |
| Recreational courts, including, but not limited to, tennis and other similar uses                                  |  |  |   |            | P                                       |            |
|  |  |  |   |            |   |            |
| <b>Government and Business Services:</b>   |  |  |   |            |   |            |
| One temporary subdivision sales office per subdivision in a residential structure (2)                              | <u>P</u>                               | <u>P</u>                                 | <u>P</u>                                  | <u>P</u>   | P                                       | <u>P</u>   |
| Public buildings and structures  |  | CUP                                      | CUP                                       | CUP        | CUP                                     | CUP        |
| Seasonal roadside stands for sale of produce and flowers   |  |  |   |            |   | CUP        |
| Utility substation   | CUP                                    | CUP                                      | CUP                                       | CUP        | CUP                                     | CUP        |
|  |  |  |   |            |   |            |

Zoning District Matrix Key:

R-1 = Single-family Residential  
R-4 = High Density Residential

R-2 = Low Density Residential  
R-1E = Single-family Residential Estate

R-3 = Medium Density Residential  
RR = Rural Residential

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

- (1) Provided, that no part of any building or structure used for such purposes shall be located nearer than 30 feet to an adjoining lot or street line
- (2) When located within the subdivision, and provided such use is discontinued when all lots have been sold and provided it complies with PMC 15.08.3103, Temporary buildings or structures

Section 26. Palmer Municipal Code Chapter 17.18.021 Compatibility of land uses not defined is hereby added to read as follows (new language is underlined and deleted language is stricken):

**17.18.021 Compatibility of land uses not defined.**

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

Section 26. Effective Date. Ordinance No. 23-0XX shall take effect upon adoption by the city of Palmer City Council.

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

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

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

**PLANNING & ZONING COMMISSION  
CITY OF PALMER, ALASKA**

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**REGULAR MEETING  
THURSDAY, APRIL 20, 2023  
6:00 P.M. - COUNCIL CHAMBERS**

**A. CALL TO ORDER:**

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

**B. ROLL CALL:**

Present and constituting a quorum were Commissioners:

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

Absence(s) excused without objection:

Linda Combs  
Lisbeth Jackson

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 without objection by all members present.

[Thom Bernier, Murphy, Mosher, Peterson; *Absent:* Combs, Mosher]

**E. MINUTES OF PREVIOUS MEETING(S):**

1. Regular Meeting of October 20, 2022 – pending
2. Regular Meeting of January 19, 2023 – pending
3. Regular Meeting of March 16, 2023 - pending

**G. REPORTS:**

Staff Report: Director Hanson:

- Updated regarding status of the Library, hopefully to be reopened at its temporary location on about May 1<sup>st</sup>;
- Updated with regard to the Railroad Right-of-Way;
- Announced City of Palmer Cleanup Day will be May 9-13, 2023;
- Announced and described all the activities of the upcoming Great Alaska Aviation Gathering on the weekend of May 5, 6, and 7;
- Inquired of the Commission if they find the subscription of the Zoning Bulletin of value and whether they would want to continue to receive it considering the increased cost;
- Responded to Commissioner questions.

**G. AUDIENCE PARTICIPATION:** None.

**H. PUBLIC HEARINGS:**

- 1. Resolution No. 23-003:** A Resolution of the Palmer Planning and Zoning Commission Granting a Conditional Use Permit to Operate a Residential Care Facility for Five Residents in an R-2, Low Density Residential District at 267 South Cobb Street, Palmer, Located on Lots 10 & 11 (10-1), Block 3, ARRC #1.

Chair Peterson inquired and confirmed there has been no *ex parte* communication on this topic involving any members of the commission.

Director Hanson provided a staff report on Resolution 23-003, summarizing the Applicant, Giant Cabbage Properties, LLC and Owners Jerod T. Perron & Kara C. Kusche, have applied for a conditional use permit to operate a residential care facility for five residents/patients; reported the request is a permitted use in an R-2 by obtaining a CUP. Community Development recommends approval of this request with certain conditions which are listed in the Resolution. He provided background, site information, and other considerations itemized in the packet. Notification and publication requirements pursuant to code have been met. A total of 17 written comments were received in response with 15 in favor, 0 opposed, and 2 no objection.

Findings of Fact: PMC 17.72.050 in granting a conditional use permit, the Commission must make the following findings:

**Fact 1)** The conditional use will preserve the value, spirit, character and integrity of the surrounding area.

- Chapter 6, Land Use, of the Comprehensive Plan Goal 2 of the Comprehensive Plan encourages maintaining high quality residential neighborhoods; promote development of a range of desirable new places to live in Palmer; and
- Chapter 6, Goal 2 under Objective A recommends promoting a diverse range of quality housing, from attractive higher density housing in or near downtown, to outlying housing in more rural settings; and
- Chapter 6, Goal 2 under Objective C speaks of encouraging infill and higher density housing in and around downtown, and to prepare new zoning standards and design guidelines to ensure higher density housing is high quality, to benefit the residents and the community.

Staff finds the following facts support a finding that this conditional use will preserve the value, spirit, character and integrity of the surrounding area:

- a) Based on the CUP application, the proposed residential care facility for five residents will be maintained by the property owner; provide staff 24 hours per day and will be properly licensed by the State of Alaska.
- b) The proposed conditional use permit for a residential care facility does create an opportunity to meet a need that is in high demand for those residents in our community who are developmentally delayed and will help support families desiring to stay in close proximity to their loved ones in Palmer. The property is located within the central business district near downtown, in a safe neighborhood that benefits the public infrastructure and has access to sidewalks, nearby parks, and open space.



- c) The property is surrounded by R-2 Low Density residential and R-4 High Density residential uses which will be compatible with the use of the structure for a residential care facility thereby preserving the value, spirit, character and integrity of the surrounding area.

**Fact 2)** The conditional use fulfills all other requirements of this title pertaining to the conditional use in question.

Staff finds the following facts support a finding that this conditional use fulfills all other requirements of this title pertaining to the conditional use in question:

- a) PMC 17.24.030 allows for a residential care facility for four or fewer patients through a conditional use permit in the R-2 Low Density Residential District; the applicant is applying for a conditional use permit for a residential care facility for five patients/residents in an R-2 Low Density Residential District.
- b) The proposed residential care facility for five residents fulfills all other requirements of this title pertaining to the conditional use in question as the parking requirement of four spaces will not change with the proposed conditional use. Landscaping is not required for parking lots for single-family and two-family dwellings. The proposed residential care facility will be located within the existing residential structure and does not change the existing setbacks and building height.
- c) The proposed residential care facility will be located within the existing residential structure that was built across the property line and met the minimum required lot size of 7,200 square feet and lot width of 60 feet at the time of construction as required by the zoning code.
- d) An ADU permit was approved on May 27, 2021, to convert the attached garage into a two-bedroom accessory dwelling unit. One of the conditions of the ADU permit is that the owner may not receive any rent from the owner-occupied unit. The ADU permit will need to be revoked upon final inspection of the residential care facility from the Building Inspector because the conversion of the principal dwelling unit (owner-occupied) into a residential care facility will prohibit the owner from receiving any rent from the residential care facility.

**Fact 3)** Granting the conditional use permit will not be harmful to the public health, safety, convenience and comfort of the neighborhood.

Staff finds the following facts support a finding that this conditional use permit will not be harmful to the public health, safety convenience and comfort of the neighborhood:

- a) The proposed residential care facility for five patients/residents will be located within the existing five-bedroom structure and will not be harmful to the public health, safety, convenience and comfort of the neighborhood because it will not increase the demand on the public services, such as sewer, water, traffic and public schools.
- b) The proposed residential care facility will be operated in compliance with the standards and conditions outlined in this conditional use permit, and any applicable codes, laws and regulations.
- c) The existing access will be sufficient for the proposed residential care facility use as the change of use from a five-bedroom residential dwelling into a residential care facility for five patients will not cause an increase in the amount of traffic.
- d) To ensure the safety, convenience and comfort of the neighborhood is preserved, all parking is required to be located on the east side of the property adjacent to the alley. No parking is permitted within the right-of-way of S. Cobb Street or W. Birch Avenue.

**Fact 4)** Sufficient setbacks, lot area, buffers, or other safeguards are being provided to meet the

conditions.

Staff finds the following facts support a finding that sufficient setbacks, lot area, buffers, or other safeguards are being provided to meet the conditions:

- a) The existing structure built in 1963 across lots 10 & 11 meets the setback requirements for the R-2, Low Density Residential District; no building expansion is proposed for the residential care facility.
- b) The existing structure met the required lot area of 7,200 square feet and the required minimum lot width of 60 feet in accordance with the zoning code at the time of construction. However, the current code requirement for minimum lot size for two dwelling units is 10,000 sf. No further expansion of the structure in its entirety for additional dwelling units will be permitted due to lot area requirements.
- c) Open space requirements do not apply since the structure was built prior to January 17, 1978, and the footprint has not been significantly altered.
- d) The use of the structure is a single-family residence with the allowance of up to five residential care patients plus required staff. Once the ADU permit has been revoked, the converted garage will not be eligible to become an additional rental unit. If the converted garage is to be used as a part of the Residential Care Facility, it will be subject to a Fire and Life Safety Plan Review.

**Fact 5)** If the permit is for a public use or structure, is the public use or structure located in a manner which will maximize public benefits.

Staff finds:

- a) The requested conditional use permit is not for a public use or structure as the proposed residential care facility and property is under the private ownership of Jerod T. Perron and Kara C. Kusche.

Staff Recommendation:

A residential care facility for four or fewer patients is a Conditional Use allowed in an R-2, Low Density Residential District. The applicant has applied for a conditional use permit to operate a residential care facility for five patients in an R-2, Low Density Residential District. Based on our review of the request, Community Development recommends approval of the Conditional Use Permit to allow for the operation of a residential care facility for five patients/residents in an R-2, Low Density Residential District, with the following conditions:

- 1) All development must comply with all federal, state and local regulations.
- 2) Obtain all necessary building permits and Fire and Life Safety Plan Review from the City of Palmer Building Department.
- 3) Remain in compliance with the quiet hours established in Palmer Municipal Code Chapter 8.36.025.
- 4) Accessory Dwelling Unit Permit will be revoked after all permitted work has been completed and final inspection of residential care facility from City of Palmer Building Inspector.
- 5) The use of the structure is a single-family residence with the allowance of up to five residential care patients plus required staff. Once the ADU permit has been revoked, the converted garage will not be eligible to become an additional rental unit. If the converted garage is to be used as a part of the Residential Care Facility, it will be subject to a Fire and Life Safety Plan Review.
- 6) No further expansion of the structure in its entirety for additional dwelling units will be permitted

due to lot area requirements.

- 7) To ensure the safety, convenience and comfort of the neighborhood is preserved, all parking is required to be located on the east side of the property adjacent to the alley. No parking is permitted within the right-of-way of S. Cobb Street or W. Birch Avenue.

It is recommended that the Planning Commission adopt Staff's analysis and findings and grant the requested Conditional Use Permit. The permit would allow the operation of the residential care facility for five residents in an R-2, Low Density Residential District.

Public Hearing: Chair Peterson opened the public hearing at 6:24 p.m.

Applicant's Testimony:

Kara C. Kusche, Co-Applicant/Property Owner, on behalf of herself and her husband Co-Applicant/Property Owner, Jerod T. Perron, testified in support of the requested Conditional Use Permit to operate a Residential Care Facility (synonymous with an assisted living facility). They are also owners of Grand Cabbage Properties. They propose to open an assisted living home for five intellectually and developmentally delayed adults. She described the 5-bedroom home setting, one adult in each bedroom. The home will be fully licensed by the State of Alaska, Department of Health, Division of Senior & Disability Services, and operate within the high standards. They will also hold Medicaid certification. She and Jerod will continue to live on the property with at least one of them there at all times with the residents. At some point in time months down the road after opening, they may consider hiring staff to assist. She described how assisted living homes operate and the services offered in the home with normal everyday living and household tasks. She also itemized services not provided, highlighting they are not a medical or nursing facility, or mental health or counseling facility, and residents will receive medical care at providers within the community. She is ready to submit the various plans needed for State Licensing. They are also prepared to submit a Fire and Life Safety Plan to the City and subsequently install the approved sprinkler system. In speaking with her neighbors, they have been met with only positivity and support with no expressed concerns or opposition. She concluded by addressing the Findings and Conclusions in Resolution 23-003 and believes they support approval of the Conditional Use.

There being no others coming forward to speak, Chair Peterson closed the public hearing at 6:38 p.m.

**Main Motion: For approval of Resolution No. 23-003, A Resolution of the Planning & Zoning Commission granting a Conditional Use Permit to Operate a Residential Care Facility for Five Residents in an R-2, Low Density Residential District at 267 South Cobb Street, Palmer, located on Lots 10 & 11 (10-1), Block 3, ARRC #1, including Staff Findings of Fact 1-5, Staff Recommendation with conditions 1-7, as presented.**

|              |  |
|--------------|--|
| Moved by:    | Mosher   |
| Seconded by: | Murphy   |
| Vote:        | Unanimous [Murphy, Mosher, Peterson, Thom-Bernier [Absent: Combs, Jackson] |
| Action:      | Motion Carried.  |

Director Hanson recited the appeal process.

**I. UNFINISHED BUSINESS:** None.

## J. NEW BUSINESS:

1. **IM 23-006:** Annual Review of Accessory Dwelling Units (ADUs).

Director Hanson directed attention to packet p. 67, for the Accessory Dwelling Unit List, noting of the two listed, number 1 was closed, and number 2 was approved.

2. **Committee of the Whole:** Discuss IM 23-007, Review PMC Title 17 Zoning code language regarding Residential Care Facilities in residential districts (Note: Action may be taken by the Commission following the committee of the whole.)

**Main Motion:** To enter Committee of the Whole for Review of PMC Title 17 Zoning Code language regarding Residential Care Facilities in residential districts.

|              |  |
|--------------|--|
| Moved by:    | Thom-Bernier   |
| Seconded by: | Mosher   |
| Vote:        | Unanimous [Murphy, Mosher, Peterson, Thom-Bernier [Absent: Combs, Jackson] |
| Action:      | Motion Carried.  |

[The Commission entered Committee of the Whole at 6:47 p.m.; exited at 6:54 p.m.]

Director Hanson recommended to review and update, if needed, PMC Title 17 Definitions and code portions regarding Residential Care Facilities in residential districts and provide comments and feedback should further action be requested.

Chair Peterson called exit to Committee of the Whole at 6:54 p.m.

**Main Motion:** To allow Staff to update PMC Title 17 definitions, code language, and other administrative language in ADA Informational Handouts, R-1, R-2, R-3, R-4 and R-1E Residential Care Facilities in residential districts.

|              |  |
|--------------|--|
| Moved by:    | Mosher   |
| Seconded by: | Thom-Bernier   |
| Vote:        | Unanimous [Murphy, Mosher, Peterson, Thom-Bernier [Absent: Combs, Jackson] |
| Action:      | Motion Carried.  |

3. **Committee of the Whole:** Discuss IM 23-008, Matanuska-Susitna Borough establishment of Metropolitan Planning Organization in an urbanized area (Note: Action may be taken by the Commission following the committee of the whole.)

**Main Motion:** To enter Committee of the Whole to discuss IM 23-008.

|              |  |
|--------------|--|
| Moved by:    | Thom-Bernier   |
| Seconded by: | Murphy   |
| Vote:        | Unanimous [Murphy, Mosher, Peterson, Thom-Bernier [Absent: Combs, Jackson] |
| Action:      | Motion Carried.  |

[The Commission entered Committee of the Whole at 6:55 p.m.; exited at 7:28 p.m.]

Director Hanson directed attention to material in the packet concerning Metropolitan Planning

Organization (MPOs), and gave a presentation informing that communities with populations over 50,000 are required by the Federal Government to form an MPO. As a result of the 2020 US Census parts of the Mat-Su Borough meet that criteria and must form an MPO. No action is required at this point and the discussion tonight is meant to keep P&Z updated with the latest information.

While in Committee of the Whole, the Commission had open discussion regarding MPOs discussing the information contained in the packet.

Chair Peterson called exit to Committee of the Whole at 7:28 p.m.

**K. PLAT REVIEWS:** None.

**L. PUBLIC COMMENTS:** None.

**M. COMMISSIONER COMMENTS:**

**Commissioner Thom Bernier:**

- Commented the Alaska State Fair is still looking for a CEO; currently a previous CEO, retired, is serving as an interim CEO.
- The Air Show will be taking place the first weekend May, 2023.
- Discussed renovations taking place on the Fairgrounds.
- Announced she will be terming off the Board on May 17, 2023 after 11 years.

**N. ADJOURNMENT:**

There being no further business, the meeting adjourned without objection at 7:37 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

**PLANNING & ZONING COMMISSION  
CITY OF PALMER, ALASKA**

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**REGULAR MEETING  
THURSDAY, JUNE 15, 2023  
6:00 P.M. - COUNCIL CHAMBERS**

**A. CALL TO ORDER:**

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

**B. ROLL CALL:**

Present and constituting a quorum were Commissioners:

Casey Peterson, Chair  
Penny Mosher, Vice Chair  
Lisbeth Jackson  
John Murphy  
(Vacant)

Absence(s) excused without objection:

Linda Combs  
Kristy Thom-Bernier

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 without objection by all members present.  
[Murphy, Jackson, Mosher, Peterson; *Absent:* Combs, Thom-Bernier]

**E. MINUTES OF PREVIOUS MEETING(S):**

1. Regular Meeting of October 20, 2022 - pending
2. Regular Meeting of January 19, 2023 – pending
3. Regular Meeting of March 16, 2023 – pending
4. Regular Meeting of April 20, 2023 - pending

**G. REPORTS:**

Staff Report: Director Hanson:

- Director Hanson reported regarding status of the library noting decisions will be made soon as to repairing, renovating, or replacing the library expected to be announced at the June 27 City Council meeting.

**G. AUDIENCE PARTICIPATION:** None.

**H. PUBLIC HEARINGS:**

1. **Resolution No. 23-004:** A Resolution of the Palmer Planning and Zoning Commission

Recommending City Council Approve a Zoning Map Amendment to expand the Public Use (P) Zoning of Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 for establishment of an Emergency Medical Facility building to include Fire and Telecommunication services, Located in Section 29, Township 18 North, Range 2 East, Seward Meridian.

Chair Peterson confirmed there were no *ex parte* contacts related to this public hearing.

Staff Report: Director Hanson provided a staff report including site location and information including its history, to expand the public use zoning to include fire and telecommunications on Tract 5, Cedar Hills, Unit 2, Phase 1. The applicant is the Matanuska-Susitna Borough. Notification and publication requirements pursuant to code have been met. On May 30, 2023, 205 public hearing notices were mailed to property owners within 1200' of the site. A total of 7 written comments were received in response, with 4 in favor, 3 opposed, and 0 no objection. He outlined the considerations and code requirements. See area map in packet on page 10.

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:

- Chapter 5, Transportation, Goal 1, states, "Shape the character and use of the Glenn Highway."
- Chapter 6, Land Use, Goal 3, Objective A states: "Provide for the continuation and expansion of Palmer's traditional role as a center for institutional and governmental users for the Mat-Su Borough and State."
- Chapter 4, Public Services, Facilities & Infrastructure, Goal 1, Objective B states, "Fire & Emergency Services – Provide adequate fire protection measures and services in Palmer to respond to current and future anticipated emergency service needs."
- Chapter 7, Economic Vitality, Goal 1, states: "Strengthen Palmer's competitiveness as the region's institutional center."

Staff finds the following facts in support:

- a) Tract 5 is large enough to support the development of an EMS, Fire and telecommunications building and achieve sufficient setbacks from the residential development to the west and future medium density residential development to the north.
- b) Accomplish objective of monitoring the needs of existing institutional uses and working with the organizations to meet their needs.
- c) Mat-Su Borough provides emergency medical services for the City of Palmer, and the City of Palmer provides fire and rescue. Locating the facility on the Glenn Highway will provide for faster and more efficient response times for medical emergencies. Fire response times will be improved if Dan Contini Fire Station (Palmer Fire and Rescue station 3-1) continues to operate.

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

Staff finds:

- a) Tract 5's original use was a nursery. Nurseries are a permitted use within the agriculture district, which can have a higher intensity of use than low density residential. The property has had limited

use since 1966. Tract 5's previous zoning of Commercial Limited (CL) indicated the property was to be developed to a higher intensity than low density residential. Tract 5 has been rezoned from CL-Commercial Limited to P-Public with the use limited to an emergency medical facility building (EMS) since June 2020. Expanding the use to include Fire and telecommunications is compatible with the current zoning designation and will continue to be compatible with surrounding zoning districts.

- b) The land is surrounded on the south by a working farm and to the east by commercial and a church. The expansion of the public use of an EMS building to include Fire and Telecommunications would be an acceptable use of property considering land use patterns around the property are as high of an intensity as a public use zone.
- c) Public use (P) zones are compatible with surrounding zoning districts because of the safeguards established in Palmer Municipal Code 17.40.050 requiring commission approval to ensure compatibility. The petitioner has provided a site plan, by Architects Alaska, showing orientation of the building, setbacks, snow storage, access and a parking plan for review and approval, if appropriate, by the Commission as required by PMC 17.40.050.
- d) Tract 5 contains a 30' wide greenbelt buffer along the west and north side of the property along with appropriately orienting the placement of the building to minimize the impacts to the low density residential to the west as shown on the submitted site plan.

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

Staff finds:

- a) Public facilities such as schools and utilities are established in Cedar Hills. A facility will have access to city sewer and water. Gas and electric are accessible to the property.
- b) The current approved zoning of Public for this property limits the use to an emergency medical facility. The expansion of use to include Fire services is conditional on plan review from all city Departments and any required necessary upgrades to water or sewer services to be provided by the applicant as required by City of Palmer Public Works Director.
- c) Facility vehicular access points will need approval from the Alaska Department of transportation Public Facilities (AK DOT/PF). The City of Palmer recommends acceptance of access as described in the rezone application.
- d) On June 7, 2023, State of Alaska Department of Transportation and Public Facilities (SOA DOT&PF) requested agency comments for the Glenn Highway, Arctic Avenue to Palmer-Fishhook Road Safety and Capacity Improvements project upgrades. The project includes acquisition of the Glenn Highway of up to 300'. Currently, there is 70' from the centerline of the Glenn Highway to Tract according to Plat No. 2017-60. Additional site plan review will be warranted if SOA DOT&PF has any taking of Tract 5.

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

Staff finds:

- a) Improvements to the Glenn Highway have spurred development in the area around Marsh Road. A proposed development of an emergency medical facility with fire and telecommunication services that is well conceptualized and appropriately placed will serve the greater Palmer community.
- b) Residential growth on Fishhook Roads and Farm Loop roads has necessitated the evaluation of how emergency services can better serve the public and the placement of facilities.
- c) Recent improvements to the Glenn Highway have increased safety for ingress and egress onto the highway.



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 map amendment is consistent with the public welfare as an appropriately placed facility will improve efficiency and response times for EMS and fire services.
- b) The map amendment request to expand the current public use for an emergency medical facility building to include Fire and telecommunications services does not grant a special privilege to the owners as this 5.72-acre parcel is large enough to sufficiently minimize impacts on non-compatible uses.

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 expand the Public Use (P) of the property for an establishment of an Emergency Medical facility building to include Fire and telecommunication services to be located on Tract 5, Cedar Hills #2 Phase 1, is consistent with, and in conformance with the Palmer Comprehensive Plan. Pursuant to PMC 17.40.050, site plans have been provided showing side, front, and rear yard setbacks, landscaping, off-street parking, snow storage access for review and approval by the Planning and Zoning Commission.

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 to expand the Public Use (P) of the property for an establishment of an Emergency Medical facility building to include Fire and telecommunications services for Tract 5, Cedar Hills #2 Phase 1 with the following considerations and forward a recommendation for approval to the City Council:

- A. The Public Use (P) of the property is limited to the establishment of an emergency medical facility, Fire and telecommunications building that is oriented in such a way that provides access to the Glenn Highway, as outlined in applicant's response.
- B. Development is limited to site plan provided that has been reviewed and approved by the Planning and Zoning Commission; any changes in setbacks, access, parking, building footprint or landscaping requires reevaluation by the City of Palmer Planning and Zoning Commission pursuant to PMC 17.40.050.
- C. The expansion of use to include Fire services is conditional on plan review from all city Departments and any required necessary upgrades to water or sewer services to be provided by the applicant.
- D. On June 7, 2023, State of Alaska Department of Transportation and Public Facilities (SOA DOT&PF) requested agency comments for the Glenn Highway, Arctic Avenue to Palmer-Fishhook Road Safety and Capacity Improvements project upgrades. The project includes acquisition of the Glenn Highway of up to 300'. Currently, there is 70' from the centerline of the Glenn Highway to Tract according to Plat No. 2017-60. Additional site plan review will be warranted if SOA DOT&PF has any taking of Tract 5.

Public Hearing: Chair Peterson opened the public hearing at 6:15 p.m.

Applicant's Presentation: Matanuska-Susitna Borough

**Lisa Gray**, Land Management Agent,  
**Ken Barkley**, Emergency Services Director, and

**Don Gibbs, Project Manager**

- Testified or were present to answer any questions concerning the proposed project to establish an all-inclusive Emergency Medical Facility building located on the corner of Marsh and the Glenn Highway to include EMS, fire, and telecommunications;
- New facility will serve Palmer, Greater Palmer, Butte, Knik River Road, Sutton, and surrounding areas;
- Responded to Commissioner questions concerning the increased amount of traffic on the Glenn, whether there would be a traffic light, and DOT's plans to widen the highway.

There being no others coming forward, Chair Peterson closed public testimony on this topic at 6:28 p.m. and called for the motion.

There was discussion regarding DOT planned improvements for the Glenn and expression of understanding for those who have submitted comments in opposition, but most felt it was important for the community as a whole.

**Main Motion: For approval of Resolution No. 23-004, A Resolution of the Palmer Planning and Zoning Commission Recommending Approval of a Zoning Map Amendment to expand the Public Use (P) Zoning of Tract 5, Cedar Hills Subdivision, Unit 2, Phase 1 for establishment of an Emergency Medical Facility building to include Fire and Telecommunication services, located in Section 29, Township 18 North, Range 2 East, Seward Meridian, including Staff Findings of Fact 1-5, Staff Recommendation as presented, and move forward to City Council with a recommendation for approval.**

|              |  |
|--------------|--|
| Moved by:    | Jackson  |
| Seconded by: | Mosher   |
| Vote:        | Unanimous [Murphy, Jackson, Mosher, Peterson [Absent: Combs, Thom-Bernier] |
| Action:      | Motion Carried.  |

2. **Resolution No. 23-005:** A Resolution of the Palmer Planning and Zoning Commission Granting Conditional Use Permit to Construct an Electrical Substation in an R-1, Single-family Residential District at 1424 South Margaret Drive, Palmer, Located on Lot 2, Lucas Acres Subdivision.

Chair Peterson confirmed there were no *ex parte* contacts related to this public hearing.

Staff Report: Director Hanson provided a staff report including site location and information for a conditional use permit to construct an electrical substation in Lucas Acres Subdivision. The applicant/owner is R&M Consultants, Inc. on behalf of Matanuska Electric Association, Inc.

Notification and publication requirements pursuant to code have been met. On May 30, 2023, 158 public hearing notices were mailed to property owners within 1200' of the site. A total of 2 written comments were received in response, with 1 in favor, 0 opposed, and 1 no objection. He outlined the considerations and code requirements. See area map on page 54 of the packet.

Findings of Fact:

Pursuant to PMC 17.72.050, in the granting of a conditional use permit, the Commission must make the following findings:

Fact 1: The conditional use will preserve the value, spirit, character and integrity of the surrounding area.

Staff finds the following support in the Comprehensive Plan:

- Chapter 6, Goal 1 speaks of guiding growth to make Palmer an increasingly attractive place to live, invest, work and visit; and
- Chapter 6, Land Use, of the Comprehensive Plan Goal 2 of the Comprehensive Plan encourages maintaining high quality residential neighborhoods; promote development of a range of desirable new places to live in Palmer; and
- Chapter 6, Goal 2 under Objective A recommends promoting a diverse range of quality housing, from attractive higher density housing in or near downtown to outlying housing in more rural settings.

Staff finds the following facts support a finding that this conditional use will preserve the value, spirit, character and integrity of the surrounding area:

- a) The property is surrounded by the remaining 19 acres of a gravel operation to the north and west, and 47 acres of undeveloped commercial land to the south. Within the nearby vicinity are the residential neighborhoods of Brittany Estates Phase 1, Greatland Terrace and Hidden Ranch. The proposed electrical substation will provide a more reliable service and increase capacity for the surrounding areas and for future growth to promote continued development of new places to live, work, and invest in Palmer.
- b) The proposed electrical substation will be screened with appropriate landscaping to provide stabilization and minimize any visual impact thereby preserving the value, spirit, character and integrity of the surrounding area.
- c) The use/development of Lot 2 is limited due to the lot being platted as a utility lot with no water or septic on the lot, and the southern 60 feet of the lot being encumbered by an electric right of way easement. Permitting the lot to be used for the construction of an electrical substation through the conditional use permit process will allow the Commission to incorporate any safeguards that are necessary to preserve the value, spirit, character and integrity of the surrounding area.

Fact 2) The conditional use fulfills all other requirements of this title pertaining to the conditional use in question.

Staff finds the following facts support a finding that this conditional use fulfills all other requirements of this title pertaining to the conditional use in question:

- a) The proposed electrical substation fulfills all other requirements of this title pertaining to the conditional use in question as there is ample space on the property to meet setback requirements.
- b) In accordance with PMC 17.72.030, a detailed site plan was provided showing the proposed location of all buildings and structures on the site, access points, drainage, vehicular and pedestrian circulation patterns, parking areas and the specific location of the use. Landscaping requirements will be met with the screening vegetation being provided around the substation.
- c) Per PMC 17.20.050, the maximum building height in the R-1 district is 25 feet, excluding chimneys, steeples, antenna, and similar appurtenances which have no floor area. Appurtenances may not exceed 35 feet in height. This project does not include any enclosure that would exceed 25 feet in height. There are steel pole and multi-pole structures with a designed height of 51 feet above grade within the substation fence and transmission structures with a design height of 84 feet above grade located outside the substation fenced area. The pole and multi-pole structures are required as part of the utility substation, necessary to transmit/distribute electricity.

Fact 3) Granting the conditional use permit will not be harmful to the public health, safety, convenience and comfort of the neighborhood.

Staff finds the following facts support a finding that this conditional use permit will not be harmful to the public health, safety, convenience and comfort of the neighborhood:

- a) The lighting plan and fencing around the proposed substation are safeguards to ensure the public health and safety of the neighborhood.
- b) The proposed electrical substation will not be harmful to the public health, safety, convenience, and comfort of the neighborhood because it will not increase the demand on public services such as sewer, water, traffic and public schools.
- c) The proposed electrical substation will be operated in compliance with the standards and conditions outlined in this conditional use permit and any applicable codes, laws and regulations.
- d) As commented by City of Palmer Fire Chief, the roadway to the location will need to meet the requirements to be a "Fire Apparatus Access Road" as described in the International Fire Code, Appendix D.

Fact 4) Sufficient setbacks, lot area, buffers, or other safeguards are being provided to meet the conditions.

Staff finds the following facts support a finding that sufficient setbacks, lot area, buffers, or other safeguards are being provided to meet the conditions:

- a) The proposed electrical substation will exceed the required minimum setbacks of 25' front and rear yard and 10' side yard for the R-1, Single-family Residential District.
- b) Lot 2 exceeds the required minimum lot width of 60 feet and the required minimum lot area of 8,400 square feet for the R-1, Single-family Residential District.
- c) The landscaping and fencing will provide a visual and physical buffer to the proposed substation. Additional safeguards being provided will include administrative controls to prevent unauthorized entry; grid design to mitigate electrical touch potential hazards to the public and workers; and improved equipment safety, clearances and controls.
- d) The view of the utility substation will be obscured by the natural topography of the property and adjacent properties.

Fact 5) If the permit is for a public use or structure, is the proposed use or structure located in a manner which will maximize public benefits.

Staff finds:

- a) The requested conditional use permit is not for a public use or structure as the proposed property is under the private ownership of Matanuska Electric Association.

Staff Recommendation:

A utility substation is a Conditional Use allowed in an R-1, Single-family Residential District. Based on our review of the request, Community Development recommends approval of the Conditional Use Permit to allow for the construction of an electrical substation in an R-1, Single-family Residential District, with the following conditions:

- 1) All development must comply with all federal, state and local regulations.
- 2) Obtain all necessary building permits from the City of Palmer.
- 3) Remain in compliance with the quiet hours established in Palmer Municipal Code Chapter 8.36.025.
- 4) The roadway to the location will need to meet the requirements to be a "Fire Apparatus access Road" as described in the International Fire Code, Appendix D.



It is recommended that the Planning Commission adopt the Staff's analysis and findings and grant the requested Conditional Use Permit. The permit would allow the construction of an electrical substation in an R-1, Single-family Residential District.

Public Hearing: Chair Peterson opened the public hearing at 6:47 p.m.

Applicant's Presentation: Matanuska Electric Association

**Tim McCullough**, Project Lead for MEA, and

**Van Le**, representing MEA for the CUP for Lucas Avenue Substation relocation and upgrade

- Testified in support and responded to Commissioner questions concerning the project.
- Noted the upgrade will replace the aging infrastructure and improve overall grounding, safety, and system reliability.
- Testified that she and the MEA team agree with staff recommendations.

There being no others coming forward to testify, Chair Peterson closed public testimony at 7:03 p.m.

**Main Motion:** For approval of Resolution No. 23-005, granting a Conditional Use Permit to Construct an Electrical Substation in an R-1, Single-family Residential District at 1424 South Margaret Drive, Palmer, located on Lot 2, Lucas Acres Subdivision, including both Staff Findings of Fact 1-5 and Staff Recommendation as presented.

|              |  |
|--------------|--|
| Moved by:    | Jackson  |
| Seconded by: | Mosher   |
| Vote:        | Unanimous [Murphy, Jackson, Mosher, Peterson [Absent: Combs, Thom-Bernier] |
| Action:      | Motion Carried.  |

Director Hanson recited the appeal process for the Commission's action pursuant to PMC 17.98 within 20 calendar days of the decision.

I. **UNFINISHED BUSINESS:** None.

J. **NEW BUSINESS:**

1. **Committee of the Whole:** Discuss **IM 23-007**, Review PMC Title 17 Zoning code language regarding Residential Care Facilities in residential districts (Note: Action may be taken by the Commission following the committee of the whole)

**Main Motion:** To enter Committee of the Whole for open and ease of discussion regarding **IM 23-007**.

|              |  |
|--------------|--|
| Moved by:    | Mosher   |
| Seconded by: | Murphy   |
| Vote:        | Unanimous [Murphy, Jackson, Mosher, Peterson [Absent: Combs, Thom-Bernier] |
| Action:      | Motion Carried.  |

[The Commission entered Committee of the Whole at 7:10 p.m.; exited at 7:52 p.m.]

Director Hanson summarized the need to upgrade the language in Title 17 regarding residential care facilities in residential districts and recommended a review of the code and provide comments and feedback should further action be requested. (See PMC Title 17.08 Definitions, packet pp. 77-105) The Commission

was asked to review and provide feedback.

Somewhat lengthy committee of the whole open discussion took place regarding the differences between residential care facilities, assisted living, childcare facilities, etc. and compliance with federal regulations. The Commission was requested to review and be prepared for input at the next meeting.

[Chair Peterson declared exit of Committee of the Whole at 7:52 p.m.]

**K. PLAT REVIEWS:**

1. **IM 23-009:** Abbreviated Plat Review – To create two lots from Parcel 1, Waiver 99-36-PWm (Tax Parcel A39) in Section 32, Township 18 North, Range 2 East, Seward Meridian, to be known as Breezy Meadows, located outside Palmer city limits.

Director Hanson directed attention to packet p. 116, map showing close proximity to city limits and packet p. 111 for City Department comments by Community Development and Fire Chief. Other City Departments had no comments.

The Commission had no additional comments.

**L. PUBLIC COMMENTS:** None.

**M. COMMISSIONER COMMENTS:**

**Commissioner Jackson:**

- Inquired about the BED status of the Railroad Right-of-Way and expressed encouragement for it to move forward;
- Also inquired about MEA current substation and neighboring storage, if they have plans to relocate it away from the city center.

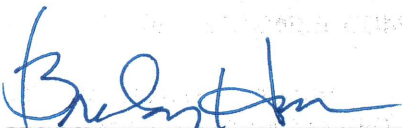
**Commissioner Peterson:**

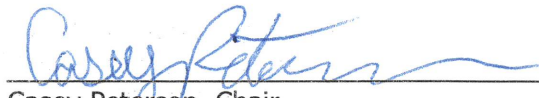
- Commented in appreciation for staff's work on tonight's Resolutions;
- Inquired if there will be a joint City Council/P&Z meeting this year.

**N. ADJOURNMENT:**

There being no further business, the meeting adjourned without objection at 8:00 p.m.

**APPROVED by the Planning and Zoning Commission this 20<sup>th</sup> day of July, 2023.**

  
\_\_\_\_\_  
Brad Hanson, Community Development Director

  
\_\_\_\_\_  
Casey Peterson, Chair

**PLANNING & ZONING COMMISSION  
CITY OF PALMER, ALASKA**

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**REGULAR MEETING  
THURSDAY, July 20, 2023  
6:00 P.M. - COUNCIL CHAMBERS**

**A. CALL TO ORDER:**

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

**B. ROLL CALL:**

Present and constituting a quorum were Commissioners:

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

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 amended by all members present, adding under Minutes of Previous Meetings, #5, Minutes of Regular Meeting of June 15, 2023.

[Thom Bernier, Murphy, Jackson, Mosher, Peterson; *Absent*: Combs]

**E. MINUTES OF PREVIOUS MEETING(S):**

1. Regular Meeting of October 20, 2022 -- pending
2. Regular Meeting of January 19, 2023 -- pending
3. Regular Meeting of March 16, 2023 -- pending
4. Regular Meeting of April 20, 2023 -- pending
5. Regular Meeting of June 15, 2023

The Minutes of the Regular Meeting of June 15, 2023 were unanimously approved as presented without objection by all members present.

[Thom Bernier, Murphy, Jackson, Mosher, Peterson; *Absent*: Combs]

**F. REPORTS:**

Staff Report: Director Hanson:

- Updated regarding status of the Library; Wolf Architecture has been selected as a Library Specialist to assist in plans going forward; will try to have a joint meeting with BED/P&Z/PRAB during the week of August 14; look for more to come;

- City is in the process of pursuing grants for the rebuild;
- Reminded about Palmer Pride celebration tomorrow;
- Discussed the planned Monument for commemoration of First Responders;
- Responded to Commissioner questions.

**G. AUDIENCE PARTICIPATION:** None.

**H. PUBLIC HEARINGS:** None.

**I. UNFINISHED BUSINESS:**

1. Committee of the Whole: Discuss **IM 23-007**, Review PMC Title 17 Zoning Code language regarding Residential Care Facilities in residential districts (Note: Action may be taken by the Commission following the committee of the whole).

**Main Motion: To enter Committee of the Whole to discuss IM 23-007.**

|              |   |
|--------------|---|
| Moved by:    | Mosher  |
| Seconded by: | Jackson   |
| Vote:        | Unanimous [Thom Bernier, Murphy, Jackson, Mosher, Peterson [ <i>Absent</i> : Combs] |
| Action:      | Motion Carried.   |

[The Commission entered Committee of the Whole at 6:16 p.m.; exited at 7:12 p.m.]

While in Committee of the Whole, the Commission reviewed PMC Title 17 definitions and portions of the code regarding Residential Care Facilities in residential districts and provided comments and feedback related to PMC 17.08 Definitions related to group living/family, PMC 17 Assisted Care Uses & Zoning Table, Example definitions of Family, and Joint Statement HUD and DOJ regarding Fair Housing Act (see packet pages 21-50). Topics of discussion included which classes are protected and which are not protected under the Fair Housing Act; they reviewed current definitions and discussed whether any should be modified. Focus was on code definitions for single family housekeeping unit, terms for group living, combining special needs, and grouping definitions by zoning class.

**J. NEW BUSINESS:** None.

**K. PLAT REVIEWS:**

1. **IM-23-012:** Pre-Application Routing Slip Review – To create two lots from Lot 4, Block 2, Bailey Heights subdivision, Plat No. 7-46, located outside Palmer city limits.

Director Hanson reported comments from City Departments – outside city limits.

*Community Development:* If the proposed lots were located inside Palmer city limits and zoned R-1, Single-family Residential, the minimum required lot width would be 60 feet and the minimum required lot area would be 8,400 square feet. The proposed lots will have access from N. Hilltop Drive and N. 3<sup>rd</sup> Street.

*Public Works:* As part of this platting action, the City of Palmer is seeking a 20-foot-wide Right-of-Way dedication from the owner along their entire border on Hilltop Drive. This will allow the City to properly plow Hilltop Drive and provide Right-of-Way continuity along the entire Hilltop Drive.

*Other City Departments:* No changes necessary.



The Commission had no comments.

2. **IM-23-013:** Preliminary Plat Review – To create four lots from Tax Parcels A26, A28 & A29 in Section 9, Township 17 North, Range 2 East, Seward Meridian, located outside Palmer city limits.

Director Hanson reported comments from the following City Departments:

*Community Development:* The parcels are located within the designated Airport Influence Area; it is recommended that a plat note be added to the new plat reflecting this information. If the proposed lots were located inside Palmer city limits and zoned R-1, Single-family Residential, the minimum required lot width would be 60 feet and minimum required lot area would be 8,400 square feet per unit. A Public Use Easement is proposed.

*Other City Departments:* No changes necessary.

The Commission had no additional comments other than briefly discussing access.

3. **IM-23-014:** Pre-Application Routing Slip Review – To change the common lot line between Lots 4 and 5, Block 1, ARRC #1 subdivision, located inside Palmer city limits.

Director Hanson reported comments from the following City Departments:

*Community Development:* The lots are located within the designate Airport Influence Area; it is recommended that a plat note be added to the new plat reflecting this information. Both lots are zoned GC-General Commercial and located inside the Central Business District. The proposed new lots will need to meet the required minimum lot width of 60' and minimum lot area of 7,200 square feet. The proposed lots will need to meet residential setbacks of 25 feet for front and rear yards and 6 feet for side yards for ground level dwelling units.

*Other City Departments:* No changes necessary.

The Commission had no additional comments.

**L. PUBLIC COMMENTS:** None.

**M. COMMISSIONER COMMENTS:**

**Commissioner Thom-Bernier:**

- Provided an update regarding the upcoming Alaska State Fair;
- Responded to Commissioner questions;
- Announced new CEO, Jeff Curtis; former CEO of the Portland Rose Festival.

**N. ADJOURNMENT:**

There being no further business, the meeting adjourned without objection at 7:32 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

**PLANNING & ZONING COMMISSION  
CITY OF PALMER, ALASKA**

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**REGULAR MEETING  
THURSDAY, August 17, 2023  
6:00 P.M. - COUNCIL CHAMBERS**

**A. CALL TO ORDER:**

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

**B. ROLL CALL:**

Present and constituting a quorum were Commissioners:

Casey Peterson, Chair  
Penny Mosher, Vice Chair  
Linda Combs  
Lisbeth Jackson  
John Murphy  
(Vacant)

Absence(s) excused without objection:

Kristy Thom Bernier

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 without objection by all members present.

[Murphy, Jackson, Combs, Mosher, Peterson; *Absent:* Thom Bernier]

**E. MINUTES OF PREVIOUS MEETING(S):** Pending

1. Regular Meeting of October 20, 2022
2. Regular Meeting of January 19, 2023
3. Regular Meeting of March 16, 2023
4. Regular Meeting of April 20, 2023
5. Regular Meeting of July 20, 2023

**F. REPORTS:**

Staff Report: Director Hanson:

- Updated status of Library meetings with Wolf Architects;
- Sometime soon expect to have a presentation to all the boards and commissions.

**G. AUDIENCE PARTICIPATION:**

**Janet Kincaid**, long time Palmer business owner (since 1976, Valley Hotel, Colony Inn) expressed concerns over having a homeless shelter in Palmer.

**Jackie GoForth**, near Palmer resident, also expressed concerns over the homeless shelter situation

noting it is a serious problem to have a homeless shelter anywhere near residential areas and bringing violent crime and blight to Downtown; itemized statistics around the country, noting homelessness is a national problem that needs to be solved but it is not fair to put residents in harm's way to solve it.

**Michelle Kincaid**, Palmer business owner (Kosloski Center, Palmer Hotel), also spoke to problems regarding the homeless in Palmer – spoke to drug use in public bathrooms, hotel room destruction, theft, panhandling; spoke to the trials that the business community is up against.

**Lorie Koppenberg**, property and business owner in Palmer (Vagabond Blues, Purple Moose), also testified to the problems posed by the homeless situation having dealt with the problems for 8 to 12 years and that it has progressively gotten worse with harassment of guests and staff; noted we cannot absorb a homeless shelter in our small town and advocated for not allowing it to be permitted.

**Denise Stotz** also testified to the homeless situation related to associated drug use, mental health, malnourishment, and complex social issues.

**Shea O'Malley** (Denise Stoltz' daughter) also spoke against having a homeless shelter in Palmer; spoke to some of her experiences working downtown and not feeling safe; advocated for not allowing a homeless shelter in Palmer.

**H. PUBLIC HEARINGS:** None.

**I. UNFINISHED BUSINESS:** None.

**J. NEW BUSINESS:**

1. **IM 23-007:** Consideration of Recommendation of a Text Amendment to Amend Palmer Municipal Code Chapter 17.08 Definitions, Palmer Municipal Code Chapter 17.20 R-1 Single-family Residential, Palmer Municipal Code Chapter 17.24 R-2 Low Density Residential, Palmer Municipal Code Chapter 17.26 R-3 Medium Density Multifamily Residential, Palmer Municipal Code Chapter 17.27 R-4 High Density Residential, Palmer Municipal Code Chapter 17.52 R-1E Single-family Residential Estate, Palmer Municipal Code Chapter 17.54 RR Rural Residential, Adding Homeless Shelter and Homeless Shelter Emergency, and Amending Humanitarian Service in Commercial Land use Matrix Chapter 17.28.020, and review of draft ordinance to Enact Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix.

Director Hanson provided a comprehensive staff report for people to understand the origin of the order and its implications (see Packet page 9 for a summary report on IM 23-015 (formerly IM 23-007). Definitions are provided on packet pages 11-28, and the proposed Text Amendment on pages 31-41. One of the major gaps upon which the City has received inquiries is Homeless Shelters. Currently there is no definition in the context of the Land Use Matrix so Homeless Shelter and Homeless Shelter-Emergency have been added. He emphasized these are definitions only, that it is up to the Commission as to how they are regulated. He also explained the other revisions, the reasons why, and responded to Commission questions related to and explained ADA Compliance as relates to the Residential District.

Community Development recommends approval of the proposed text amendment to enact Palmer Residential Land Use Matrix, amend definitions as appropriate, and forward same to the City Council with a recommendation for approval.

**Main Motion: For approval of IM 23-007.**

|              |   |
|--------------|---|
| Moved by:    | Jackson   |
| Seconded by: | Mosher  |
| Vote:        | --  |
| Action:      | (postponed to the next meeting on September 14, 2023) |

Discussion and questions/request for clarification followed regarding proposed amendments related to homeless shelter and humanitarian service (p. 36 under Public Assembly, delete CUPs for Central Business Overlay, Commercial General, and Public zone (leave blank which indicates it is not a permitted use)).

**Primary #1: To amend 17.28.020 Commercial Land Uses to remove conditional use permits (C) under Public Assembly for a Homeless Shelter under CBD Overlay, Commercial General and Public zone, and leave blank which indicates it is not a permitted use (P).**

|              |   |
|--------------|---|
| Moved by:    | Jackson   |
| Seconded by: | Combs   |
| Vote:        | Unanimous [Murphy, Jackson, Combs, Mosher, Peterson; <i>Absent:</i> Thom Bernier] |
| Action:      | Motion Carried  |

[The meeting recessed for a short break at 7:20 p.m.; reconvened at 7:26 p.m.]

Director Hanson noted there may be reason for additional amendments to the Land Use Matrix and Definitions before sending to City Council; suggested postponing final approval to the next meeting to further define Humanitarian Service and Shelter Facilities in a way the community desires. The Commission agreed.

**Main Motion: To postpone voting on the main motion for further review of IM 23-015 (formerly IM 23-007), as amended, until the next meeting on September 14, 2023 (2<sup>nd</sup> Thursday instead of 3rd).**

|              |   |
|--------------|---|
| Moved by:    | Mosher  |
| Seconded by: | Combs   |
| Vote:        | Unanimous [Murphy, Jackson, Combs, Mosher, Peterson; <i>Absent:</i> Thom Bernier] |
| Action:      | Motion Carried.   |

**K. PLAT REVIEWS:** None.

**L. PUBLIC COMMENTS:**

Michelle Kincaid thanked the Commission for their work, noting it was a very informative process.

Lorie Koppenberg commented that it makes a big difference when the community comes in to share their concerns, noting that tonight this Commission listened to their concerns. Well done.

Dusty Silva also thanked the Commission for the manner in which they addressed the concerns.

**M. COMMISSIONER COMMENTS:**

**Commissioner Peterson:**

- Thanked the public for coming and speaking their concerns; very much appreciate the feedback;
- Reminded the Commission that the next meeting has changed to September 14, 2023 (2<sup>nd</sup> as opposed to 3<sup>rd</sup> Thursday).

**Commissioner Mosher:**

- Thanked the community for coming, noting that we in Palmer are facing the same as every other community across America today, having to do with our homeless with behavioral and mental health issues; that we need to reach out to our congressional leaders as well as we face this together.

**Commissioner Murphy:**

- Thanked everyone as well, noting that the Commission does listen and works with the community and hear what everyone has to say in making our decisions and how we go forward.

**Commissioner Jackson:**

- Reiterated what everyone said and thanked them for coming. And thank you to Kimberly and Brad for their hard work on this matter tonight. We do want to have our code in compliance and up to date as much as possible.

**Commissioner Combs:**

- Also thanked the community for coming and commented that she really appreciates the public spending the time because that is what it takes to make Palmer the special community that it is.

**N. ADJOURNMENT:**

There being no further business, the meeting adjourned without objection at 7:39 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

**A. CALL TO ORDER:**

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

**B. ROLL CALL:**

Present and constituting a quorum were Commissioners:

Casey Peterson, Chair  
Penny Mosher, Vice Chair  
Linda Combs  
Lisbeth Jackson  
John Murphy  
Kristy Thom Bernier  
(Vacant)

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 without objection by all members present.  
[Thom Bernier, Murphy, Jackson, Combs, Mosher, Peterson]

**E. MINUTES OF PREVIOUS MEETING(S):**

1. Regular Meeting of October 20, 2022
  2. Regular Meeting of January 19, 2023
  3. Regular Meeting of March 16, 2023
  4. Regular Meeting of April 20, 2023
  5. Regular Meeting of July 20, 2023
  6. Regular Meeting of August 17, 2023
- Approval of the Minutes were postponed.

**F. REPORTS:**

Staff Report: Director Hanson:

- Updated as to current status of the Library – open house public forum discussion at the Depot next Thursday, September 21, 2023, 4-6 p.m., conducted by Wolf Architecture;
- Reported it is budget time at City Council.

**G. AUDIENCE PARTICIPATION:** None.

**H. PUBLIC HEARINGS:**

1. **IM 23-015:** Consideration of Recommendation of a Text Amendment to Amend Palmer Municipal Code Chapters 17.08 Definitions, 17.20 R-1 Single-family Residential, 17.24 R-2 Low Density Residential, 17.26 R-3 Medium Density Multifamily Residential, 17.27 R-4 High Density Residential, 17.52 R-1E Single-family Residential Estate, 17.54 RR Rural Residential, Adding Homeless Shelter and Homeless Shelter Emergency and amending Commercial Land Use Matrix Chapter 17.28.020, and Enacting Palmer Municipal Code Chapter 17.18.020 Residential Land Use Matrix.

Staff Report: Director Hanson explained the proposed amendments identified on pages 9-23 of the packet. Based on previous discussion, changes have been made to the ordinance and are highlighted in yellow. Homeless Shelter and Homeless Shelter, Emergency, have been left blank on the matrix indicating it is not a permitted or conditional use. Also based on prior discussions, a Residential Land Use Matrix has been created along with amending pertinent definitions and deleting redundant definitions.

The Residential Land Use Matrix was created to simplify uses and be consistent with the Commercial Land Use Matrix. The Commission was asked to review the matrix to ensure completeness and accuracy. In addition, it was asked to review the complex land uses related to homelessness and ADA compliance and appropriateness within the different zoning districts.

Community Development recommends approval of the proposed text amendment to enact the Palmer Residential Land Use Matrix, amend definitions as appropriate, and forward same to City Council with a recommendation for approval.

Public Hearing: Chair Peterson opened the Public Hearing at 6:13 p.m. There being no persons coming forward to testify, the public hearing was closed at 6:14 p.m.

Chair Peterson called for the motion. Following further discussion and questions of staff:

**Main Motion: For approval of the proposed text amendment identified in IM 23-015 (formerly IM 23-007) to enact the Palmer Residential Land Use Matrix, as amended with the changes presented by staff, and move forward to City Council with a recommendation for adoption.**

|              |  |
|--------------|--|
| Moved by:    | Combs  |
| Seconded by: | Jackson  |
| Vote:        | Unanimous [Thom-Bernier, Murphy, Jackson, Combs, Mosher, Peterson] |
| Action:      | Motion Carried.  |

**I. UNFINISHED BUSINESS:** None.

**J. NEW BUSINESS:** None.

**K. PLAT REVIEWS:**

1. **IM 23-016:** Preliminary Plat Review – To create two lots from Lots 2A and 3A, Homesite Tract No. 100, Plat No. 2019-29, to be known as Lot 2A1 and Lot 3A1, located outside Palmer city limits.

Director Hanson reported comments from the following City Departments:

*Community Development:* The parcels are located within the designated Airport Influence Area; it is

recommended that a plat note be added to the new plat reflecting this information. If the proposed lots were located inside Palmer city limits and zoned CG, General Commercial, the minimum required lot width would be 60 feet and the minimum required lot area would be 7,200 square feet. The proposed lots have access from W. Recon Circle.

*Other City Departments:* No changes necessary.

The Commission had no additional comments.

#### **L. PUBLIC COMMENTS:**

Michelle Kincaid commented regarding homeless encampments popping up on private property and could anything be done about it or addressed by the City.

Lorie Koppenberg thanked the Commission for listening to the community at its last meeting, noting that by this Commission taking the appropriate steps, we are safeguarding our city and citizens and safeguarding the economic viability of our town. Looks forward to the City Council following through. She also expanded on Michelle's comments regarding the homeless encroaching on private property; commended the Palmer Police Force and is very proud for what they do to help. She will be attending the City Council meeting when this topic is addressed because we are impacted individually and as a business every day.

#### **M. COMMISSIONER COMMENTS:**

##### **Commissioner Murphy:**

- Inquired as to procedure moving the proposed Ordinance to City Council.

##### **Commissioner Jackson:**

- Commented the action tonight is a great step forward to simplify with the matrix as opposed to extensive verbiage; thanked staff for all the work they've done.
- Commented on the topic of annexation being reminded by recent plat reviews on development occurring outside the city.

##### **Commissioner Combs:**

- Spoke in appreciation of the amount of thought put into proposed Ordinance with the focus on simplification for better understanding and thanked the public for their participation.

##### **Commissioner Thom Bernier:**

- Also thanked the community members for being here and taking part in the process.

##### **Commissioner Mosher:**

- Commented to the audience that she also appreciates their input; noted one of the things they brought up was homeless encampments, not just on private property but also on borough properties; encouraged the commissioners and public to attend the planning and zoning meetings at the Borough as well to make it clear that this is not acceptable in our community.
- Noted that she concurs with the comments on annexation.

##### **Commissioner Peterson:**

- Also thanked the public and the commission for speaking up, commenting that the homeless situation is a much bigger problem than just Palmer, that we should encourage the Borough in



conjunction with Wasilla, Palmer, and Sutton to come up with something that would be feasible.

**N. ADJOURNMENT:**

There being no further business, the meeting adjourned without objection at 6:45 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

**Palmer City Council Meeting**

D. 1. b.

**Meeting Date:** 01/09/2024  
**Submitted For:** Brad Hanson, Community Development Director  
**Department:** Community Development  
**Agenda Category:** Consent Agenda  
**Legislation Number:** AM 24-004

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**Subject**

Authorizing the City Manager to Execute a Management Services Agreement Amendment No. 3 with Eagle Golf Course Management Inc., for the Operation of the Palmer Municipal Golf Course in the Amount of \$425,000 to Reflect 2024 Payments

**Summary Statement/Background**

On January 12, 2021, Palmer City Council approved a five-year operation and management service contract with an option to extend for five years for operation and maintenance of the Palmer Golf Course with Eagle Golf Course Management, Inc. Eagle Golf Course Management, Inc. has successfully completed the scope of work for the operation and management of the Palmer Golf Course since August 2007. This contract is in year four and will expire on December 31, 2025, unless Council authorizes a contract extension of five additional years.

The past four years have been the best years financially in the history of the course at the Palmer Municipal Golf Course. This is a result of superior course maintenance, continued growth of the golf industry in Alaska and the contract rewrite in 2019. The rewrite incentivized both Eagle Golf Course Management, Inc. and the City in areas of operation and management that each entity could control and benefit from their respective revenues and operational expenses for operations. This service contract eliminated the State of Alaska PERS liability to the City of Palmer for personnel working at the golf course.

The operation of the golf course as an enterprise fund requires that revenues generated at the golf course be used for the operation and maintenance of the facility and that it be self-sustaining. The City of Palmer derives revenue from green fees, cart rentals, trail fees and driving range. Palmer City Council authorized the purchase of 40 golf cars for the budget year 2024. This capital investment will replace golf carts that have reached the end of their useful life and will result in increased revenues for the city.

This contract is for a fixed price of \$425,000.00 annually. The contract amount was increased in 2023 by \$8000 from the original amount of \$417,000 to \$425,000 to reflect the rise in fuel and other operating expenses. There is not an increase in the budget year 2024.

**Administration's Recommendation:**

To approve Action Memorandum No. 24-004 to the 2021 Amended Management Services Agreement and Sign Amendment No. 3 to the Management Services Contract for the operation of the Palmer Golf Course.

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| Fiscal Impact                                     |               |
|---|---------------|
| Total Amount of funds listed in this legislation: | \$425,000     |
| Legislation creates expenditure in the amount of: | \$425,000     |
| Budgeted Y/N?:                                    | Y             |
| Line Item(s):                                     | 15-01-10-6030 |

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**Attachments**

Amendment #3  
Amended Golf Course Contract

---

Agreement Between  
City of Palmer and Eagle Golf Course Management, Inc.

**AMENDMENT NO. 3**

This Amendment, dated \_\_\_\_\_, 2024 amends the Agreement for Eagle Golf Course Management, Inc. approved by Palmer City Council on January 12, 2021, between the City of Palmer (City) and Eagle Golf Course Management, Inc. (Contractor) as follows:

II.F. Subject to the provisions of this Agreement, as compensation for the Palmer Golf Course services, the City shall pay the Palmer Golf Course, the amount of \$425,000. As approved by the City Council in the FY 2024 Budget, the City shall pay Contractor as follows:

|                   |           |
|-------------------|-----------|
| January 15, 2024  | \$54,000  |
| February 15, 2024 | \$71,000  |
| March 15, 2024    | \$100,000 |
| April 15, 2024    | \$100,000 |
| May 15, 2024      | \$100,000 |

CITY OF PALMER

EAGLE GOLF COURSE MANAGEMENT, Inc.

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

\_\_\_\_\_  
George Collum III, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

On \_\_\_\_\_, 2024, George Collum III personally appeared before me,

1.     [    ]    who is personally known to me
2.     [    ]    whose identity I proved on the basis of \_\_\_\_\_
3.     [    ]    whose identity I proved on the oath/affirmation of \_\_\_\_\_,  
a credible witness to be the signer of the Amendment No. 3 of the Contract between the  
City and Eagle Golf Course Management, Inc. and he acknowledged that he signed it.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT    )

On \_\_\_\_\_, 2024, John Moosey, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

# AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE

THIS AGREEMENT is made and entered into on this 20<sup>th</sup> day of January, 2021, by and between the CITY OF PALMER, an Alaska municipal corporation, hereinafter called "CITY", and EAGLE GOLF COURSE MGMT., INC. hereinafter referred to as "CORPORATION".

## RECITALS

- A. CITY owns the Palmer Municipal Golf Course, which is a premier feature within the community and in need of continued management.
- B. The parties previously entered into an Agreement for the Operation and Management of the Palmer Municipal Golf Course, dated August 16, 2008; Agreement has been extended and supplemented by various Amendments, and is currently set to expire on February 26, 2024.
- C. CITY is satisfied with CORPORATION's performance under the Agreements and CITY desires to enter into an agreement in order to facilitate long term planning for the improvement, enhancement and operation of the Golf Course.
- D. CITY expects that the management of the golf course and related facilities meets the highest regionally comparative standards for operations and shall provide patrons with a product and experience that is competitive for a public venue.
- E. CORPORATION is willing and able to continue the operation and management of the golf course and related facilities with the intent and the obligation to enhance the desirability of the golf course, snack bar/proshop and all related facilities.
- F. CITY expects expenditures to support operations and that CITY golf course revenues are returned to the facility to make improvements and to ensure that the golf course remains a self-sustaining enterprise fund of the CITY.
- G. CITY and CORPORATION recognize that promotion of the golf course, snack bar/proshop, and all related facilities is a primary factor towards increasing golf rounds, snack bar/proshop visits, and engaging community support.

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

## I. TERM OF AGREEMENT

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

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



# AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE

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

## II. PAYMENT AND PERFORMANCE

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

1. Payment shall be as follows:

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

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

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

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

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

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

## III. GENERAL OBLIGATIONS OF CORPORATION

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

B. **General Manager.** CORPORATION may hire a General Manager/Golf Professional or other individual who is well qualified to be in charge of the operation and management of the golf course, the clubhouse, snack bar/proshop, range, maintenance facilities and all other operations and amenities on the



# **AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE**

property. The manager will be familiar with best practices within the golf industry and at all times maintain a high quality of professional services while managing the Palmer Municipal Golf Course.

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

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

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

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

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

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

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

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

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

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

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



# **AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE**

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

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

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

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

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

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

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

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

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

## **IV. GENERAL OBLIGATIONS OF THE CITY**

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

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



# **AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE**

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

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

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

## **V. PROHIBITIONS**

CORPORATION shall not do any of the following acts:

A. Assign or transfer this Agreement. CORPORATION may, however, subcontract for services to implement this Agreement.

B. Commit, permit or allow any nuisance or waste in, or injury to, the course, snack bar/proshop, driving range, maintenance facility, or any portion of them, or permit the use of any of the facilities for any illegal purpose.

C. Deny fair and equal use, or allow discriminatory use, of the premises and facilities or deny equal employment opportunities on the basis of race, color, sex, religion, ancestry, national origin, place of residence or membership or non-membership in any club, organization or other association, or in any arbitrary or discriminatory manner.

D. Allow any use of the facilities without first paying or having a signed agreement for all fees for services provided including but not limited to golf play, events and special programs, and snack bar/proshop purchases.

## **VI. UTILITIES**

A. CORPORATION shall at all times adopt and implement best practices for water management for golf course operations, snack bar/proshop and facility operations and general landscaping. Best Management Practices for water conservation could be described as the combination of proper plant selection and cultural maintenance practices that provide adequate turf quality for the game of golf.

B. CITY shall be responsible for the cost of all utilities to include, but not be limited to natural gas, electricity and garbage/sewer.

## **VII. IMPROVEMENTS**

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



# **AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE**

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

## **VIII.**

### **LIABILITY AND WORKERS' COMPENSATION INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

## **IX.**

### **TERMINATION**

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

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



## **AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE**

1. That CORPORATION finds itself unable to financially continue the operation and maintenance of the course and its facilities; or

2. That CORPORATION is in the process of dissolving or has been dissolved.

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

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

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

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

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

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

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

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

1. To recover from CORPORATION all the facilities and equipment which were transferred to CORPORATION for its use.

2. The right of first refusal on all equipment, merchandise, furnishings, fixtures, and supplies which were acquired by CORPORATION. CITY shall have the option to purchase such property at market value.

3. Any item of personal property which CITY has not designated for purchase and which is not removed by CORPORATION within 30 days of termination shall be deemed abandoned by CORPORATION, and absolute title thereto shall vest in CITY immediately.

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



# AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE

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

## X MISCELLANEOUS PROVISIONS

- A. **Lease.** This Agreement does not constitute a deed or grant of an easement by CITY and does not constitute a lease.
- B. **No Warranty of Suitability.** CITY does not warrant or represent that the course, snack bar/proshop, driving range, or other public places to which this Agreement relates, are safe, healthful or suitable for the purposes for which they are permitted to be used under this Agreement.
- C. **Right to Enter.** CITY, through the City Manager or his/her authorized representative may, upon reasonable notice, enter into the premises, including but not limited to the snack bar/proshop, at any and all reasonable times during the term of this Agreement for the purpose of determining whether CORPORATION is complying with the terms and conditions hereof or for any other purpose incidental to the rights of CITY for emergency reasons. CORPORATION shall be required to submit a key to all locked doors to the police department and shall also provide a key or other device to turn off the alarm system.
- D. **Failure to exercise Rights after Breach.** Failure of CITY to insist upon a strict performance of any of the duties, obligations, conditions or covenants contained in this Agreement shall not be deemed a waiver of any subsequent breach or default in the duties, obligations, conditions or covenants herein contained.
- E. **Waiver of Claims against CITY.** CORPORATION hereby waives any claim against CITY, the City Council and its officers, agents or employees for damages or loss caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying any part of this Agreement from being carried out.
- F. **Causes Beyond Control.** In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.



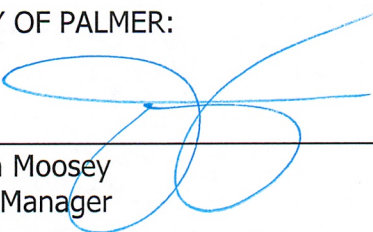
# AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE PALMER MUNICIPAL GOLF COURSE

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

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

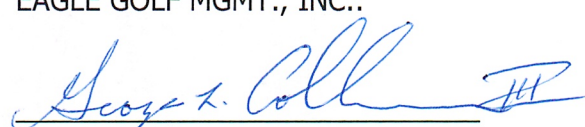
**IN WITNESS WHEREOF**, this Agreement is executed by the CITY OF PALMER, pursuant to Action Memorandum No. 21-003 authorizing the City Manager to execute the Agreement by and between CITY and CORPORATION,

CITY OF PALMER:

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

Date: 1.20.21

EAGLE GOLF MGMT., INC.:

  
\_\_\_\_\_  
George L. Collum III  
Owner/General Manager

Date: 1-19-21

Attest:

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

Date: January 27, 2021

**Palmer City Council Meeting**

D. 1. c.

**Meeting Date:** 01/09/2024  
**Submitted For:** Brad Hanson, Community Development Director  
**Department:** Community Development  
**Agenda Category:** Consent Agenda  
**Legislation Number:** AM 24-005

---

**Subject**

Authorizing the City Manager to Execute Contract Amendment No. 1 with Greene Garden Services for Seasonal Gardening/Horticultural Services at the Visitor Information Center Garden for 2024 in an Amount not to Exceed \$48,540

**Summary Statement/Background**

AM 24-005 authorizes the City Manager to execute Professional Services Contract Amendment No. 1 with Green Garden Services, an independent contractor, to provide seasonal gardening and horticultural services to the City in 2024 for an amount not to exceed \$48,540. This is the same amount the city paid for these services in 2023.

The gardens at the Palmer Visitors Center and other floral displays on City property have been designed and tended by seasonal contractors since the mid 1990s. Greene Garden Services has had the contract for Seasonal/Horticultural Services since 2014. The city posted a Request for Proposals (RFP) for Gardening/Horticultural Services on the city website on January 13, 2023, and advertised the RFP twice in the Frontiersman newspaper. Two proposals were submitted in response to the RFP and Greene Garden Services was awarded the contract.

The term of the contract for these services is a three-year term with the potential for three additional one (1) year terms if deemed in the best interest of the City and only by the mutual written agreement of the parties. This Contract Amendment is for year two.

Funding for the proposed contract amount of \$48,540 was approved in the FY2024 Budget.

**Administration's Recommendation:**

Approve Action Memorandum 24-005 authorizing the City Manager to execute Contract Amendment No.1 for Seasonal Gardening/Horticultural Services.

---

**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$48,450  
**Legislation creates expenditure in the amount of:** \$48,450  
**Budgeted Y/N?:** Yes  
**Line Item(s):** 01-01-20-6030

---

**Attachments**

PSA VIC Gardens  
PSA Amendment No.1

---

# Professional Services Agreement

Between

**City of Palmer**  
and  
**Green Garden Services**  
**200 E. Ravenview Dr.**  
**Wasilla, AK 99654**

THIS AGREEMENT made and entered into this 23rd day of March, 2023, by and between the City of Palmer, Alaska, a municipal corporation (City) and Alicia Greene of Greene Garden Services (Service Provider). The City desires to retain Service Provider to provide the gardening and/or horticultural services upon the terms and conditions hereinafter set forth and Service Provider is willing to perform such services.

## **Recitals:**

Whereas the City of Palmer maintains the garden located at the Palmer Visitor's Information Center, the planters located at the Palmer Depot and the Palmer City Hall and other various flower beds located around the City as part of the City of Palmer's Community Beautification Program.

Whereas as the City desires to retain gardening and/or horticulture services to maintain these locations to assist the City in this program.

Whereas the City issued a Request for Proposals on January 13, 2023, and Greene Garden Services did submit a proposal and proceeded through the Selection Process as outlined in the January 13, 2023 RFP.

Whereas Greene Garden Services had the highest evaluation from the Selection Team.

Whereas the Palmer Selection Team has presented its findings and recommended that the Palmer City Council award this contract to Greene Garden Services.

Whereas Greene Garden Services was awarded this contract by the Palmer City Council on \_\_\_\_\_.

## **1. Definitions**

**"City"** is the City of Palmer.

**"Service Provider"** is Greene Garden Services.

**"Manager"** is the manager of the City of Palmer or his authorized representative.

**"Term"** has the meaning set forth in Section 3.

**"Services"** mean the professional [and other] services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

**"Statement of Work"** or "SOW" means the Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.



## **2. Services**

- A. The Service Provider shall perform all the services provided for by this Agreement which are described with particularity in "Exhibit A" entitled Statement of Work attached hereto and incorporated by reference as if fully set forth herein.
- B. Statement of Work shall include the following information, if applicable:
  - (1) detailed description of the Services to be performed pursuant to the Statement of Work;
  - (2) the date upon which the Services will commence and the term of such Statement of Work;
  - (3) the names of the Service Provider Contract Manager and any Key Personnel.
  - (4) the fees to be paid to Service Provider under the Statement of Work.

## **3. Term, Renewal and Non-Appropriations Clause**

- A. Term. The services of the Service Provider shall commence upon execution of this Agreement by the City and shall terminate, subject to the provisions of this Agreement or three (3) years after execution of this Agreement.
- B. Renewal. This professional services agreement may be renewed for three (3) additional one (1) year terms by the mutual written agreement of the parties.
- C. Non-Appropriations Clause. Any continuation or renewal of this Agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the City Council. The City may terminate the agreement and the Service Provider waives any and all claim(s) for damages, effective immediately upon receipt of written notice if, for any reason, funding is not appropriated.

## **4. Service Provider's Obligations**

The Service Provider shall:

- A. Provide the Services according to the Statement of Work in Exhibit A.
- B. Designated Administrator. The services to be furnished by the Service Provider shall be administered, supervised, and directed by the Service Provider. 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 reason, the Service Provider shall appoint a successor in interest subject to a written approval of the City of Palmer.
- C. Personnel. Service Provider will utilize only its employees, no subcontractors are permitted without written permission from the City.
- D. Compensation. Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.



- E. Timely Performance. Service Provider acknowledges that time is of the essence with respect to Service Provider's obligations hereunder and that prompt and timely performance of all such obligations, including all timetables, and other requirements in this Agreement and the Statement of Work, is strictly required.

## **5. City's Obligations**

The City Shall:

- A. Designate an Administrator. The City Manager will be the administer and the point of contact for the Service Provider for this Agreement to cooperate with and communicate with the Service Provider for matters related to the Services.
- B. Provide Access. The City Manager will provide such access to the City's premises and facilities as may be reasonable by requested by Service Provider for the purposes of performing the agreed services.
- C. Make Payment. The City will make payments to Service Providers according to the Timetable listed on Exhibit B.

## **6. Payment Terms**

- A. Subject to the provisions of this Agreement, payment of the total sum for all services of **\$48,540** will be paid according to Exhibit B attached hereto and incorporated herein by reference.
- B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service, or other thing(s) of value to the Service Provider in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided in this section, administrative overhead and other indirect or directs costs the Service Provider may incur in the performance of its obligations under this Agreement have already been included in computation of the Service Provider's fee and may not be charged to the City.
- C. The City will pay to the Service Provider the amount set forth in Exhibit B which shall constitute the full and complete compensation for the Service Provider's professional services. That sum will be paid on receipt of billings submitted pursuant to the schedule set forth in Exhibit B. If not identified within Exhibit B, normal billing cycle is 30 calendar days from receipt of an approved invoice.
- D. No payment will be disbursed until the completed task and associated expenditures have been approved by the City Manager.
- E. All invoices must be submitted in duplicate and addressed as follows: City of Palmer, Community Development Dept., 645 E. Cope Industrial Way, Palmer, AK 99645
- F. It is expressly understood and agreed that the total compensation paid to the Service Provider shall not exceed **\$48,540**.

## **7. Representations and Warranties**



*Each party represents and warrants to the other party that:*

- A. It is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of the State of Alaska.
- B. It has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder.
- C. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- D. when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

*Service Provider's Representation and Warranty, and Manner of Performance.*

- A. Service Provider hereby represents and warrants to the City, and the City relies upon said representations and warranties, that Service Provider is a professional in the subject area in which services are to be provided and the Service Provider has the experience, skill, knowledge, and competence to perform the services set forth in this Agreement.
- B. Service Provider accepts the relationship of trust and confidence between the Service Provider and the City. Service Provider covenants to perform its services under this Agreement with due diligence, due care, and in a good and professional manner.

## **8. Termination**

- A. Termination for Cause. If, through any cause, Service Provider shall fail to fulfill in a timely and proper manner the obligations under this Agreement OR if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Service Provider shall be entitled to receive compensation in accordance with the payment provisions of Exhibit "B" of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit "A" of this Agreement and the other terms of this Agreement.
- B. Termination for Convenience. The City at its sole discretion may terminate this agreement in whole or in part at any time without cause by providing at least thirty (30) days prior written notice to the other party. The service provider shall be entitled to receive compensation in accordance with the payment provisions of Exhibit B of this Agreement only for work completed to the City's satisfaction in accordance with Exhibit A of this Agreement.
- C. Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly deliver to City all finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Service Provider under this Agreement.



**9. Modifications**

The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

**10. Confidential Information.**

Any reports, information, data or other materials, given to, prepared by, or assembled by the Service Provider under this Agreement shall not be made available to any third-party individual or organization by the Service Provider without the prior written approval of the City.

**11. Audits and Inspections.**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**12. Service Provider's Requirement to Pay City Tax Obligations.**

The Service Provider has a obligation to the City to keep their taxes current. Any violation of lack of payment of tax, assessment, lease, sale or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall cause the Service Provider to not be awarded this Agreement or if already awarded, this Agreement may be terminated for cause under Section 8. The Service provider has ten (10) calendar days from receipt of written notice sent by the City to cure the delinquency. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the Service Provider.

**13. Indemnification.**

Service Provider shall defend, indemnify, and hold harmless City and its officers, directors, employees, agents, successors, and permitted from and against all Losses arising out of or resulting from any third-party claim, suit, action, or proceeding including attorney fees, arising out of or resulting from: (1) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of Service Provider or Service Provider Personnel; and (2) Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

**14. Insurance.**

At all times during the Term of this Agreement the Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form number CG 0001 (Edition 01/96) covering Commercial General Liability.



2. Insurance Services Office form number CA 0001 (Edition 6/92) covering Automobile Liability, symbol 1 "any auto".
3. Workers' Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this Agreement on a form acceptable to the City.

**B. Minimum Limits of Insurance**

Service Provider shall maintain limits no less than:

**1. General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, and advertising injury. The general aggregate limits shall apply separately to each project.

If the general liability insurance is written on a claims-made form, the Service Provider shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

**2. Auto Liability:**

\$100,000 combined single limit per accident for bodily injury and property damage.

**3. Workers' Compensation and Employers Liability:**

Workers' Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

|                             |                           |
|-----------------------------|---------------------------|
| Bodily Injury by Accident - | \$1,000,000 each accident |
| Bodily Injury by Disease -  | \$1,000,000 each employee |
| Bodily Injury by Disease -  | \$1,000,000 policy limit  |

**4. Professional Liability:**

\$1,000,000 combined single limit per occurrence. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claims-made form, the Service Provider shall provide insurance for a period of two years after final payment of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.

**5. Excess Liability:**

In order to meet the required minimum limits of insurance it is permissible for the Service Provider to combine an excess liability or umbrella policy with the general liability, auto liability or employers' liability. In the instance where the Service Provider purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

**C. Deductibles and Self-Insured Retention**

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Service Provider may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Service Provider shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



#### D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability:
  - a. The City, its Administrator, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider premises owned, occupied, or used by the Service Provider or automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees, and volunteers.
  - b. The Service Provider's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees, and volunteers shall be excess of the Service Provider insurance and shall not contribute to it.
  - c. The Service Provider insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employer's Liability:

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Service Provider.
3. All Insurance:

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Service Provider or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Service Provider to the attention of the City's Purchasing Officer.

#### E. Acceptability of Insurers

Insurance is to be placed with a Best's rating of no less than A-: VII.

#### F. Verification of Coverage

Service Provider shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

#### G. Subcontractors:

Service Provider will not subcontract out work under this agreement without the written permission of the City. Service Provider shall include all subcontractors as insured under



its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractor shall be subject to all requirements stated herein.

#### H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this Agreement, which shall result in immediate termination of the Agreement, pursuant to Section 8.

### 15. **Force Majeure**

No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, OTHER POTENTIAL DISASTER(S) OR CATASTROPHE(S), SUCH AS EPIDEMICS, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; (g) other similar events beyond the control of the Impacted Party. The Impacted Party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

### 16. **Miscellaneous Provisions**

- A. Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court of the Third Judicial District of the State of Alaska in Palmer. The laws of the State of Alaska and the City of Palmer shall govern the rights and obligations of the parties.
- B. Non-Waiver. The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.
- A. Permits, Laws and Taxes. The Service Provider shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Service Provider under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Service Provider shall pay all taxes pertaining to its performance under this Agreement.
- B. Relationship of the Parties. The Service Provider shall perform its obligations hereunder as an independent contractor of the City. Service Provider is associated with the City only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted professional services pursuant to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of the Service Provider or any other party.



- C. Public Statements: Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, beyond the scope of this Agreement or without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.
- D. Publication, Reproduction and Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.
- E. Notice. Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:
- City: City of Palmer  
Community Development Dept.  
645 E. Cope Industrial Way  
Palmer, AK 99645
- Service Provider: Greene Garden Services  
Attn: Alicia Greene  
200 E. Ravenview Dr.  
Wasilla, AK 99654
- F. Entire Agreement. This Agreement, together with all Schedules, Exhibits, and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- G. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- H. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- I. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement.

#### **Fund Verification**

Fund source and verification of funds for this project: FY 2014 <sup>2023</sup>

01-01-20-6030

Funding Source: 01.01.20.6030

[Signature]  
Verified by

3.20.23  
Date

**City of Palmer**

[Signature]  
John Moosey, City Manager

**Greene Garden Services**

[Signature]  
Alicia Greene

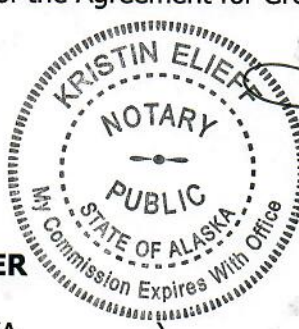
**SERVICE PROVIDER**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On March 23rd, 2023, Alicia Greene personally  
appeared before me,

1. [ ] who is personally know to me
2. [X] whose identity I proved on the basis of Drivers Licence
3. [X] whose identity I proved on the oath/affirmation of \_\_\_\_\_  
a credible witness

to be the signer of the Agreement for Green Garden Services and she acknowledged that she signed it.



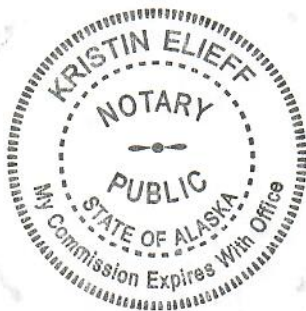
[Signature]  
Notary Public

My Commission expires: with office

**CITY OF PALMER**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On March 15, 2023, John Moosey personally appeared before me, who  
is personally known to me, to be the signer of the above document, and he acknowledge that  
he signed it on behalf of the City of Palmer



[Signature]  
Notary Public

My Commission expires: with office



**Exhibit A**  
**Statement of Work**  
Seasonal Gardening/Horticultural Services

Description of Activities:

1. Spring cleanup, fertilization, and other early seasonal maintenance.
2. Acquisition and planting of seeds and transplants of annual crops.
  - a) Colorful annual flowering plants; and
  - b) Periodic planting of vegetable crops that are commercially produced in the Matanuska Valley.
3. Season long maintenance of Visitor Garden to include mowing, planting, weeding, watering as well as general cleanup and repair as needed, and miscellaneous tree trimming, hedge trimming, plant care and replacement.
4. Appropriate cleanup and closeup at end of season (approximate end date is September 30).
5. Planting and Maintenance Activities:
  - a) Visitor Garden and nearby trees and shrubs; and
  - b) Annual and perennial plants and shrubs around and near the Visitor Center and restroom buildings; and
  - c) Depot planter; and
  - d) Two main intersections beds; and
  - e) Two City Hall plant beds and adjacent planting; and
  - f) Planters located along Alaska Street and Colony Way; and
  - g) Planters located in park adjacent to library parking lot; and
  - h) Welcome to Palmer Planter.
6. Plant Material Acquisition:
  - a. All annual plants required for the above-mentioned spaces; and
  - b. Potted plants for placement in front of City Hall and other locations mentioned above.
7. Ongoing Activities to be Continued:
  - a) Inventorying and labeling of plant species in and around the Visitor Center and Visitor Garden; and
  - b) Removal of pruning of selected overgrown or declining trees and shrubs in the Visitor Garden; and
  - c) Additional plot reconstruction.
8. Periodic Assistance from Palmer Community Development Parks and Facilities Department:
  - a) Short term assistance for placement of any large perennial plants; and
  - b) Watering and fertilization of planters and plots located away from Visitor Center/Garden site.

**EXHIBIT B**  
**Budget Proposal**

| Payments       | Monthly<br>TOTAL |
|----------------|------------------|
| March 1        | \$7,495          |
| April 1        | \$7,435          |
| May 1          | \$7,515          |
| June 1         | \$6,045          |
| July 1         | \$12,240         |
| September 15   | \$7,810          |
| Contract TOTAL | \$48,540         |

Contract For Services  
City of Palmer and Green Garden Services  
Amendment No. 1

This Amendment dated \_\_\_\_\_, 2024 amends the Contract for Services dated March 23, 2023, between the City of Palmer and Green Garden Services for gardening services, as follows:

Appendix B – Budget Proposal is amended to reflect the follow payment amounts for 2024:

|  | March  | April  | May    | June   | July    | September |             |
|--|--------|--------|--------|--------|---------|-----------|-------------|
| Invoice Date                               | 3/1/24 | 4/1/24 | 5/1/24 | 6/1/24 | 7/1/24  | 9/1/24    | Totals 2024 |
| Labor                                      | \$5000 | \$3000 | \$4000 | \$4000 | \$8000  | \$5265    | \$29265     |
| Operating Costs                            | \$1445 | \$1445 | \$1445 | \$1445 | \$2890  | \$1445    | \$10115     |
| Lawn & Garden Maintenance Equip.           | \$250  | \$500  | \$970  |        |         |           | \$1720      |
| Seeds/Plants/Soil/Compost/Mulch/Fertilizer | \$450  | \$400  | \$500  |        |         | \$300     | \$1650      |
| Pots & Trays                               | \$350  | \$140  |        |        |         |           | \$490       |
| Lawncare Contractor                        |        | \$450  | \$600  | \$600  | \$1350  | \$300     | \$3300      |
| Tree Service Contractor                    |        | \$1500 |        |        |         | \$500     | \$2000      |
|  |        |        |        |        |         |           |             |
| Total Payment Amount                       | \$7495 | \$7435 | \$7515 | \$6045 | \$12240 | \$7810    | \$48540     |
|  |        |        |        |        |         |           |             |

All other provisions of this Agreement remain unchanged.

City of Palmer

## Greene Garden Services

John Moosey                      Date

Alicia Greene Date

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

On \_\_\_\_\_, 2024, Alicia Green personally appeared before me,

1. ☐ who is personally known to me
2. ☐ whose identity I proved on the basis of \_\_\_\_\_
3. ☐ whose identity I proved on the oath/affirmation of \_\_\_\_\_, a credible witness to be the signer of the Amendment No. 1 of the Contract for Seasonal Gardening/Horticultural Services between the City and the Green Garden Services and she acknowledged that she signed it.

Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

On \_\_\_\_\_, 2024, John Moosey, City Manager, personally appeared before me, who is personally known to me, to be the signer of the above document, and he acknowledged that he signed it on behalf of the City of Palmer.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**Palmer City Council Meeting**

D. 1. d.

**Meeting Date:** 01/09/2024  
**Submitted For:** Brad Hanson, Community Development Director  
**Department:** Community Development  
**Agenda Category:** Consent Agenda  
**Legislation Number:** AM 24-006

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**Subject**

Authorizing the City Manager to Sign Amendment No. 3 for a Three-year Brand License Agreement with Matanuska Telecom Association for the MTA Events Center in the Amount of \$20,000

**Summary Statement/Background**

The Brand Licensing agreement is between the City of Palmer and Matanuska Telecom Association, Inc. (MTA) and was executed in 2022. This is the third year of a three-year agreement. The 2022 agreement increased the amount paid by MTA from \$15,000 to \$20,000 annually. Additionally, it limited MTA's exclusive use of the arena from four events at two days per event to four days annually. The agreement also specifies MTA's responsibility to maintain their branding at MTA Events Center. This agreement, other than the items identified, is the same agreement signed in 2018.

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

On March 27, 2018, the City and MTA entered a three-year term with the option, with mutual consent, to extend for three one-year terms for \$15,000 per year.

Approving this Action Memorandum will allow the City Manager to sign Amendment No. 3 to the MTA Events Center Brand Licensing Agreement with MTA which expires December 31, 2024.

**Administration's Recommendation:**

Approve Action Memorandum No. 24-006.

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**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$20,000  
**Legislation creates revenue in the amount of:** \$20,000  
**Budgeted Y/N?:** Y  
**Line Item(s):** 01-00-00-3005 Advertising

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**Attachments**

MTA Events Center Branding Agreement  
MTA Events Center Amendment 3

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## BRAND LICENSE AGREEMENT

CITY OF PALMER, AK

and

MATANUSKA TELECOM ASSOCIATON, INC. (MTA)

THIS BRAND LICENSE AGREEMENT ("Agreement") is made as of January 31, 2022 by and between Matanuska Telecom Association, Inc., with its principal place of business at 1740 S. Chugach Street, Palmer, Alaska 99645 (hereinafter referred to as "MTA"), and City of Palmer, with its principal place of business at 231 W. Evergreen, Palmer, Alaska 99645 (herein after referred to as "COP").

The Parties agree to these basic tenants:

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

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

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

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

## **ARTICLE I - Definitions**

1.1 For purpose of this Agreement, the following terms shall be defined as follows:

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

## **ARTICLE II - Grant of License**

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

2.2 Term. The initial Term of this Agreement shall be for a period of three (3) years commencing from the later of January 1, 2022 "Effective Date". The parties may mutually agree to extend this written agreement beyond the initial term for up to 3 additional years.

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

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

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

### **ARTICLE III - Quality Control**

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

- (a) All related advertising, labels, publicity materials, and promotional materials used by COP in connection with the Facilities; the Brand shall conform to the standards agreed upon in Exhibit B. COP shall require all users and renters of the Facility to Incorporate the brand as provided to them by COP In all promotional materials, including, but not limited to flyers, brochures, electronic advertising, print advertising, and press releases. Advertising examples will be provided to MT A upon request.
- (b) Notwithstanding any other provision in this Agreement, MTA shall have no liability to COP or third parties with respect to the management of the Facilities by COP, its agents, contractors or sub-contractors or Its customers.
- (c) All rental use of the Facility shall exclude sexually suggestive or explicit products or activities.
- (d) Upon request, COP shall allow MTA to inspect Facilities.
- (e) COP shall submit to MTA, without charges, for Inspection and approval by MTA, a sample of each advertisement, publicity or promotional material that uses the Mark or the Brand. COP shall not use any advertisement, package, label, tag, publicity or promotional material for the Facilities using the Brand, the Mark or the MTA name, which has not been approved by MTA in writing.
- (f) COP shall not have personality or celebrity endorse or promote the Facility unless and until it obtains a signed release with a clause stating that the celebrity shall not promote any other telecommunications company or a company that is in competition with MTA.
- (g) COP's policy of the use and maintenance of the Facility shall be of the highest standard and shall in no manner reflect adversely upon the good name of the MTA or upon the goodwill and reputation associated with the Mark.



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

#### **ARTICLE IV – Ownership of the Mark**

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

- (a) COP shall acquire no ownership rights In or to the Mark by virtue of this Agreement or otherwise and all use by COP of the Mark shall be deemed to inure to the benefit of MT A.
- (b) COP shall not, during the Term or at any time thereafter, directly, or Indirectly, contest or aid in contesting MT A's ownership of the Mark or the validity of the Mark.
- (c) COP shall not, during the Term or at any time, thereafter, do anything Inconsistent with or which impairs MTA's ownership of or the validity of the Mark.

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

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

#### **ARTICLE V – Additional Obligation of COP**

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

**5.2** When and if available, MTA shall have exclusive right to stream events live over the internet for events at the Facility. All broadcast games would be on a delayed basis.

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

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

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

#### **ARTICLE VI – MTA's Obligations**

6.1 MTA shall pay COP twenty thousand (\$20,000) annually for naming rights to the Facility and for the exclusivity to MTA as the only telecommunications company advertising In the Facility, as outlined in Exhibit A.

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

#### **ARTICLE VII – Breach, Default and Termination**

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

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

3.1(a) -(h) of this Agreement. COP shall have thirty (30) business days from receipt of MTA's notice to COP of such Quality Default to cure it; provided however, MTA may terminate this Agreement immediately without providing COP an opportunity to cure, upon the third Quality Default in any three (3) year period.

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

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

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

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

## **ARTICLE VIII – Miscellaneous Provisions**

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

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

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

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

8.5 Headings. The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit, or describe the scope or Intent of this Agreement or in any way affect the interpretation of this Agreement. Unless the context otherwise specifically requires, words Importing the singular Include the plural and vice versa. The term "'hereunder'"," hereto", "'herein'" and similar terms relate to this entire Agreement and not to any particular paragraph or provision of this Agreement.

8.6 Voluntary Nature of Agreement. This Agreement has been entered into after negotiation and review of its terms and conditions by the Parties under no compulsion to execute and deliver a disadvantageous agreement. The Agreement incorporate provisions, comments

and suggestions proposed by both Parties. No ambiguity or omission in this Agreement shall be construed or resolved against either Parties on the ground that this Agreement or any of its provisions was drafted or proposed by the Party.

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

To: Matanuska Telecom Association, Inc.  
1740 S. Chugach Street  
Palmer, Alaska 99645  
Attention: Contract Administrator  
Fax: 907-761-2540  
E-mail: [mta-contracts@mtasolutions.com](mailto:mta-contracts@mtasolutions.com)

To: City of Palmer  
231 W. Evergreen Ave.  
Palmer, Alaska 99645  
Attention: Director, Public Works  
Fax: 907-745-0930

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

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

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

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

## **ARTICLE IX – Representation, Warranties and Covenants of Licensor**

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

- (a) MTA has good title to the Licensed Marks and has the right to grant the licenses provided for hereunder in accordance with the terms and conditions hereof, free of

any liabilities, charges, liens, pledgers, mortgages, restrictions, adverse claims, security Interests, rights of others, and encumbrance any kind (collectively, "Encumbrances"), other than Encumbrances which will not restrict or Interfere In any material respect with the exercise by COP of the rights granted to COP hereunder.

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

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

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

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

## **ARTICLE X – Representation and Warranties of Both Parties**

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

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

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

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


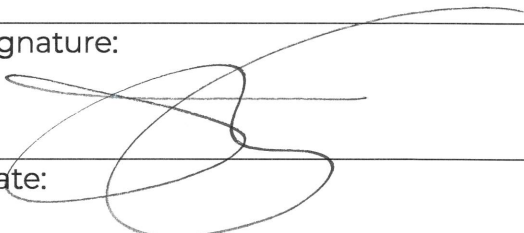
|   |  |
|---|--|
| MATANUSKA TELECOM ASSOCIATION INC.  | CITY OF PALMER   |
| Name/Title:<br>Wanda Tankersley, COO  | Name/Title:<br>JOHN MOOSEY CITY MANAGER  |
| Signature:<br> | Signature:<br> |
| Date:<br>2-2-22   | Date:<br>01-20-2022  |



Exhibit A

To

Brand License Agreement

Presentation of Brand

MTA signage on exterior building. MTA is to perform maintenance on the exterior building sign when necessary.

MTA (Lighted) signage entering the parking lot. MTA to perform maintenance on the MTA (Lighted) signage when necessary.

Center ice - MTA logo (updated and provided by MTA to be installed yearly when flooding the ice).

Zamboni or other ice resurfacing machine - MTA logo and/or design

Scoreboards (x2)- MTA logo

Concession stand named MTA Café. MTA to provide blackboard for MTA Café sign.

MTA may use the dry floor Facility for up to four (4) days annually, free of cost. MTA may donate the facility to any organization of their choice.

Exhibit B

To

Brand License Agreement

MTA logo

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

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

Contract Between  
City of Palmer and Matanuska Telecom Association  
For the Events Center Brand Licensing

**AMENDMENT NO. 3**

This Amendment, dated \_\_\_\_\_, 2024, amends the Contract for Brand License Agreement approved by City Council on January 25, 2022, between the City of Palmer (City) and Matanuska Telecom Association (MTA), as follows:

ARTICLE 6.1:

Payment and Performance is amended to read as follows to reflect the following payment in 2024:

- A. Subject to the provisions of this contract, as compensation for all the City's services, MTA shall pay the City the amount of \$20,000.00 at signing.

**IN WITNESS WHEREOF**, this Amendment is executed by the CITY OF PALMER, pursuant to Action Memorandum No. 24-006 authorizing the City Manager to execute the Agreement by and between CITY and CORPORATION,

CITY OF PALMER:

MATANUSKA TELECOM ASSOCIATION:

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

\_\_\_\_\_  
Matanuska Telecom Association  
Authorized Signer

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

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

Attest:

\_\_\_\_\_  
Shelly Acteson,  
City of Palmer City Clerk

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



D. 2.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** Shelly Acteson, City Clerk

**Department:** City Clerk's Office

**Agenda Category:** Consent Agenda

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**Subject**

Minutes of previous meetings

**Summary Statement/Background**

**Administration's Recommendation:**

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**Attachments**

November 28, 2023, Regular City Council Meeting Minutes

December 12, 2023, Special City Council Meeting Minutes

December 12, 2023, Regular City Council Meeting Minutes

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## A. CALL TO ORDER

A regular meeting of the Palmer City Council was held on November 28, 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  
Deputy Mayor Carolina Anzilotti  
John Alcantra (via Zoom)  
Richard W. Best (via Zoom)  
Jim Cooper  
Pam Melin  
Joshua Tudor

Staff in attendance:

John Moosey, City Manager  
Shelly M. Acteson, CMC, City Clerk  
Benji Johnson, Deputy City Clerk  
Sarah Heath, City Attorney  
Brad Hanson, Community Development Director  
Jude Bilafer, Public Works Director  
John Diumenti, Palmer Airport Superintendent  
Dwayne Shelton, Palmer Police Chief  
Chad Cameron, Fire Department  
Kimberly Green, Human Resources Manager  
Gina Davis, Finance Director

## C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

## D. APPROVAL OF AGENDA

### Main Motion: To Approve the Agenda as Presented

|              |                |
|--------------|----------------|
| Moved by:    | Anzilotti      |
| Seconded by: | Tudor          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |



## E. COMMUNICATIONS AND APPEARANCE REQUESTS

1. Elected Officials in Attendance - **None**
2. Board/Commission Members in Attendance - **None**

## F. REPORTS

1. City Manager's Report
  - Attending Manager's Conference next week.
  - Large scale drones at the airport.
2. Mayor's Report
  - The Attorney General has written a letter regarding public libraries, asked the Attorney to write a report about the letter, to present after the first of the year.
3. City Clerk's Report
  - Looking for Golden Heart Award nominees.
4. City Attorney's Report
  - No report at this time.

## G. AUDIENCE PARTICIPATION

### Travis Friesen

- Spoke to recycling.

### Jackie Goforth

- Spoke to her continuing concerns regarding the Palmer Library

### Karen Lewis

- Spoke to her continuing concerns regarding the books in the Palmer Library

### Susan Poucher

- Gave an update to recent and upcoming activities at the Palmer Library.

### Maggie Chiolero

- Runs the maintenance shop for Blue River Aviation at Palmer Airport.
- Expressed concerns regarding the Airport not getting not getting plowed for two days during the recent snow fall.
- Offered a possible solution and assistance.

## H. PUBLIC HEARINGS

1. **Resolution No. 23-032:** Authorizing the City Manager to Accept Funds in the Amount of \$104,517.15 From the U.S. Department of Homeland Security Under The 2023 State Homeland Security Grant Program for The Purchase of Portable Radios Along with the Necessary Equipment to be Able to Deploy Them, Such as Antennas, Microphones, Wiring, Holsters, and Programming

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

### Main Motion: To Approve Resolution No. 23-032

|              |                |
|--------------|----------------|
| Moved by:    | Best           |
| Seconded by: | Anzilotti      |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

2. **Resolution No. 24-001:** 2024 City of Palmer Employee Pay Plan (Second Public Hearing)

Mayor Carrington opened the public hearing on Resolution 24-001.

Seeing no one come forward, the public hearing was closed.

**Main Motion:** To Adopt Resolution 24-001, as amended by adopting the new employee pay plan, with stipulation to evaluate all job descriptions, including scoring, giving directors and employees input, within six-months of adoption

|              |                                     |
|--------------|-------------------------------------|
| Moved by:    | Best                                |
| Seconded by: | Melin                               |
| Vote:        | 5 to 2; opposed Alcantra and Cooper |
| Action:      | Motion Carried                      |

**\*\* Clerk Note:** The Council reconsidered the action taken on this Resolution later in the meeting. Please see page 5.

**Primary Amendment #1:** Move to adopt new employee pay plan, with stipulation to evaluate all job descriptions, including scoring, giving directors and employees input, within six-months of adoption.

|              |                |
|--------------|----------------|
| Moved by:    | Anzilotti      |
| Seconded by: | Melin          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Primary Amendment #2:** To Amend Resolution No. 24-001 to add \$1000 Bonus for all City of Palmer Employees, and 3% COLA.

|              |           |
|--------------|-----------|
| Moved by:    | Melin     |
| Seconded by: | Anzilotti |

**Motion:** Motion to Split the Question, Primary Amendment #2, into two parts

|              |                |
|--------------|----------------|
| Moved by:    | Carrington     |
| Seconded by: | Melin          |
| Vote:        | No Objections  |
| Action:      | Motion Carried |

**Split Motion:** Add \$1000 Bonus for all Full-Time and Part-Time City of Palmer Employees

|              |                |
|--------------|----------------|
| Moved by:    | Melin          |
| Seconded by: | Anzilotti      |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Motion:** To Postpone Vote on 3% COLA for City of Palmer Employees until the December 12, 2023, Regular City Council Meeting

|              |                                  |
|--------------|----------------------------------|
| Moved by:    | Mayor Carrington                 |
| Seconded by: | Melin                            |
| Vote:        | 4/3 No (Alcantra, Cooper, Tudor) |
| Action:      | Motion Failed                    |

3. **Resolution No. 24-002:** 2024 Fee Schedule (Second Public Hearing)

Mayor Carrington opened the public hearing on Resolution 24-002.

Seeing no one come forward, the public hearing was closed.

**Main Motion: To Approve Resolution No. 24-002, as amended**

|              |                |
|--------------|----------------|
| Moved by:    | Melin          |
| Seconded by: | Tudor          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Primary Amendment #1: To Amend Resolution No. 24-002, with recommended amendments, adding Ice Reconditioning Blad Sharpening and Extra Grinding (Chips & Nicks) Fees, \$100 Each.**

|              |                |
|--------------|----------------|
| Moved by:    | Anzilotti      |
| Seconded by: | Melin          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

4. **Resolution No. 24-003:** 2024 Fine Schedule (Second Public Hearing)

Mayor Carrington opened the public hearing on Resolution 24-003.

Seeing no one come forward, the public hearing was closed.

**Main Motion: To Approve Resolution No. 24-003**

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

5. **Resolution No. 24-004:** Five Year Capital Improvement Program (Second Public Hearing)

Mayor Carrington opened the public hearing on Resolution 24-004.

Seeing no one come forward, the public hearing was closed.

**Main Motion: To Adopt Resolution No. 24-004**

|              |                |
|--------------|----------------|
| Moved by:    | Tudor          |
| Seconded by: | Melin          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

6. **Resolution No. 24-005:** City of Palmer 2024 Budget (Second Public Hearing)

Mayor Carrington opened the public hearing on Resolution 24-005. Seeing no one come forward, the public hearing was closed.

**Main Motion: To Approve Resolution No. 24-005, as amended**

|              |                |
|--------------|----------------|
| Moved by:    | Alcantra       |
| Seconded by: | Melin          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Amendments 1 through 3: To Amend Resolution No. 24-005, with recommended amendments 1 through 3.**

|              |                |
|--------------|----------------|
| Moved by:    | Anzilotti      |
| Seconded by: | Melin          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Amendment #4 Adding 2% COLA for City Employees to the Pay Plan**

|              |                |
|--------------|----------------|
| Moved by:    | Melin          |
| Seconded by: | Best           |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Secondary Amendment to Amend #4 Amending Amendment #4 2% COLA to 3.25% COLA for all Full-Time and Part-Time City Employees**

|              |                |
|--------------|----------------|
| Moved by:    | Melin          |
| Seconded by: | Cooper         |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**\*\* Clerk Note: Action taken by the Council during this part of the meeting is also reflected in the vote table pertaining to the main motion to adopt Resolution No. 24-001. See Page 3.**

**Motion: To Reconsider Previous Motion to Postpone Vote on 3% COLA for City of Palmer Employees until the December 12, 2023, City Council Regular Meeting**

|              |                |
|--------------|----------------|
| Moved by:    | Tudor          |
| Seconded by: | Cooper         |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**Reconsidered Vote on Previous Motion: To Postpone Vote on 3% COLA for City of Palmer Employees until the December 12, 2023, City Council Regular Meeting**

|              |               |
|--------------|---------------|
| Moved by:    | Tudor         |
| Seconded by: | Cooper        |
| Vote:        | Unanimous     |
| Action:      | Motion Failed |

**I. ACTION MEMORANDA**

1. **Action Memorandum No. 23-067:** Authorizing the City Manager to Execute a Five-Year Contract for Rescue Services with the Matanuska-Susitna Borough

Chief Cameron gave a staff report to the Council.

**Main Motion: To Approve Action Memoranda 23-067**

|              |                |
|--------------|----------------|
| Moved by:    | Melin          |
| Seconded by: | Cooper         |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

2. **Action Memorandum No. 23-069:** Authorizing the City Manager to Spend an Amount Not to Exceed \$196,882 in Subawards from the COSSAP Grant For the Second Year of the Grant

Chief Shelton gave a staff report to the Council.

**Main Motion: To Approve Action Memoranda 23-069**

|              |                |
|--------------|----------------|
| Moved by:    | Melin          |
| Seconded by: | Anzilotti      |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**J. UNFINISHED BUSINESS**

**K. NEW BUSINESS**

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

Document from Jackie Goforth

**M. AUDIENCE PARTICIPATION**

Jackie Goforth:

- Cautioned those to be mindful of what you post on social media.

Karen Lewis:

- Spoke Palmer Public Library inventory concerns.

Heidi Deadman:

- Provided an update on upcoming events at the library.

Susan Poucher:

- Provided her personal perspective about people being weird.

Mike Chmielewski:

- Lauded the Council for sticking with the process and passing the budget.
- Suggested a graphic display for future discussions.

**N. EXECUTIVE SESSION**

**O. COUNCIL MEMBER COMMENTS**

Mayor Carrington:

- Will be attending AML next week.
- On December 12, 2023, there will be a Special meeting at 5:00 pm regarding the Library and Regular Meeting at 6:30 pm.



- No meeting on December 26.

Council Member Melin:

- Happy the budget season is over.
- Grateful for a Council that can get the job done.

Council Member Alcantra:

- Thanked Council Member Melin for the \$1000 bonus and COLA increase.
- It was difficult, but the budget was passed.
- Believes that everyone did a great job.
- Expressed appreciation to those that came out to speak to City Council.

Council Member Best:

- Ask for Council support to direct the Manager to work with the people from the airport that commented on the snow plowing to find a way to utilize their offer to help with snow removal. Anzilotti offered support.
- Expressed thanks to everyone.

Council Member Anzilotti:

- Expressed that she was happy with the Budget.
- Thanked citizens for coming out.
- Expressed support for the offer to help with the airport snow removal.

Council Member Cooper:

- Also spoke to the snow removal concerns at the airport.

Council Member Tudor:

- Expressed gratefulness for our community.
- Thanked the City of Palmer Employees for all their hard work.

## **P. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 9:06 p.m.

**Approved this 12th day of December 2023.**

---

Shelly M. Acteson, CMC, City Clerk

---

Steve Carrington, Mayor

## A. CALL TO ORDER

A special meeting of the Palmer City Council was held on December 12, 2023, at 5:00 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 5:00 p.m.

## B. ROLL CALL

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

Mayor Steve Carrington  
John Alcantra  
Richard W. Best (via Zoom)  
Jim Cooper  
Joshua Tudor

Deputy Mayor Anzilotti and Council Member Melin were absent and excused.

Staff in attendance:

John Moosey, City Manager  
Shelly M. Acteson, CMC, City Clerk  
Benji Johnson, Deputy City Clerk  
Sarah Heath, City Attorney  
Brad Hanson, Community Development Director  
Gina Davis, Finance Director

## C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

## D. APPROVAL OF AGENDA

### Main Motion: To Approve the Agenda as Presented

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

## E. NEW BUSINESS

1. **Committee of the Whole:** Palmer Library Project (note: action may be taken by the Council following the Committee of the Whole)
  - a. Presentation by Wolf Architecture
  - b. Report from the Library Project Group
  - c. Action Items Requested by the Library Project Group

**Main Motion: To Enter into Committee of the Whole at 5:05 p.m.**

|              |                   |
|--------------|-------------------|
| Moved by:    | Cooper            |
| Seconded by: | Tudor             |
| Vote:        | Unanimous Consent |
| Action:      | Motion Carried    |

The Council exited Committee of the Whole at 6:07 pm.

**Main Motion: To Demolish and Rebuild the Palmer Library as the Chosen Option for the Palmer Library Project**

|              |                |
|--------------|----------------|
| Moved by:    | Alcantra       |
| Seconded by: | Cooper         |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**F. AUDIENCE PARTICIPATION**

Rachel House:

- Spoke about recent events supporting the Pamer Library.

Mike Chmielewski:

- Spoke to the various Libraries around the area, their construction, and their impact on their surrounding communities.
- Concerns regarding pedestrian safety around the Library and the Palmer Depot.

**G. ADJOURNMENT**

With no further business before the Council, the meeting was adjourned at 6:11 p.m.

**Approved this 9th day of January 2023.**

---

Shelly M. Acteson, CMC, City Clerk

---

Steve Carrington, Mayor

**A. CALL TO ORDER**

A regular meeting of the Palmer City Council was held on December 12, 2023, at 6:30 p.m. in the Council Chambers, Palmer, Alaska. Mayor Carrington called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

Mayor Steve Carrington  
John Alcantra  
Richard W. Best (via Zoom)  
Jim Cooper  
Joshua Tudor

Deputy Mayor Anzilotti and Council Member Melin were absent and excused.

Staff in attendance:

John Moosey, City Manager  
Shelly M. Acteson, CMC, City Clerk  
Benji Johnson, Deputy City Clerk  
Sarah Heath, City Attorney  
Jude Bilafer, Public Works Director  
Dwayne Shelton, Palmer Police Chief

**C. PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was performed.

**D. APPROVAL OF AGENDA**

1. Approval of Consent Agenda
  - A. **Action Memorandum No. 23-070:** Confirmation of the Mayoral Appointment of Linda Combs, Lisbeth Jackson, and Barbara Hunt to the Planning and Zoning Commission; Joseph Parreira III, Sarah Tudor, and Jerad Anderson to the Parks and Recreation Advisory Board; Jeff Helmericks to the Airport Advisory Commission; and Kelsey Anderson and Lindsey Cashman to the Board of Economic Development
2. Approval of Minutes of Previous Meetings
  - A. November 28, 2023, Regular Meeting

Mayor Carrington inquired about changes to the agenda.

Council Member Alcantra expressed concern regarding the November 28, 2023, Regular Meeting minutes.

**Main Motion: To Postpone approval of the November 28, 2023, regular meeting minutes until the January 9, 2024, City Council Regular Meeting**

|              |                         |
|--------------|-------------------------|
| Moved by:    | Alcantra                |
| Seconded by: | Best                    |
| Vote:        | 4 to 1, opposed: Cooper |
| Action:      | Motion Carried          |

**Main Motion: To Approve the Agenda and the consent agenda, without the November 28 meeting minutes**

|              |                |
|--------------|----------------|
| Moved by:    | Cooper         |
| Seconded by: | Tudor          |
| Vote:        | Unanimous      |
| Action:      | Motion Carried |

**E. COMMUNICATIONS AND APPEARANCE REQUESTS**

1. Elected Officials in Attendance - **None**
2. Board/Commission Members in Attendance - **None**
3. Swearing in of promoted Palmer Police Department Officer Mike Lynch – **Removed**

**F. REPORTS**

1. City Manager's Report
  - Thanked Council for approving the 2024 budget.
  - Working on reviewing all job descriptions.
2. Mayor's Report
  - Written report in the packet.
  - Participated in the SouthCentral Mayor's Energy Coalition regarding natural gas issues.
3. City Clerk's Report
  - Requested Council action to cancel the December 26, 2023, City Council Meeting. There was no objection from Council.
4. City Attorney's Report
  - Attended the Alaska Municipal Attorneys Association Conference.
  - Continue to work on various departmental and administrative issues.

***\*\* Clerk's note: Agenda item O, Council Member Comments, took place after agenda item G due to Council going into executive session.***

**G. AUDIENCE PARTICIPATION (Consolidated with agenda item M, Audience Participation)**

Sabrena Combs:

- Represented MEA to present the City of Palmer's Capital Credits check.

Wesley Artz:

- During Colony Days, gave out 15 gallons of hot cocoa during Colony Christmas.
- Expressed concern with being told that his business would be fined if they did not shovel the snow from the street back onto the sidewalk.
- Requested a meeting concerning the snow removal requirements placed on business owners.

Jackie Goforth:

- Shared concerns regarding books in the Palmer Public Library.

Karen Lewis:

- Spoke to concerns regarding book in the Palmer Public Library.

**H. PUBLIC HEARINGS**

**I. ACTION MEMORANDA**



## **J. UNFINISHED BUSINESS**

## **K. NEW BUSINESS**

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

Letter from Manager Moosey  
South-Central Mayor's Energy Coalition Document

## **M. AUDIENCE PARTICIPATION (Consolidated with agenda item G, 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 Visitor Information Center Contract**

A motion was made by Council Member Cooper and Second by Council Member Alcantra to enter executive session at 7:06 pm. The Roll Call Vote was unanimous.

The regular meeting reconvened with no objections at 8:16 p.m.

## **O. COUNCIL MEMBER COMMENTS (Moved to take place after agenda item G)**

Council Member Tudor:

- Very impressed with Colony Christmas this year.

Council Member Alcantra:

- The parade of Lights and Colony Christmas was phenomenal.
- Was a picture-postcard experience.
- Attended AML last week, great learning process.

Council Member Cooper:

- Issues with snow removal for the business owners, there is no place to put the snow.
- Also attended the AML Conference.
- Announces that both he and Council Member Best are on the AML board.

Mayor Carrington offered to meet with Mr. Artz to discuss the snow removal issue.

## **P. ADJOURNMENT**

With no further business before the Council, the meeting adjourned at 8:17 p.m.

**Approved this 9th day of January 2024.**

---

Shelly M. Acteson, CMC, City Clerk

---

Steve Carrington, Mayor



E. 3. a.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** Dwayne Shelton, Police Chief

**Department:** Police Department

**Agenda Category:** Communications and Appearance  
Requests

**Legislation Number:** NA

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**Subject**

Officer Promotion and New Hire Swearing In Ceremony

**Summary Statement/Background**

**Administration's Recommendation:**

---



**Palmer City Council Meeting**  
**Meeting Date:** 01/09/2024  
**Submitted For:** Shelly Acteson, City Clerk  
**Department:** City Clerk's Office

---

F. 2.

**Subject**  
Mayor's Report

**Summary Statement/Background**

**Administration's Recommendation:**

---

**Attachments**

Mayor's Report

---

## **Tuesday January 9, 2024 Council Meeting**

### **Awards and Achievements**

**Palmer City Clerk Shelly Acteson has completed the 12-week Master Certificate for the online NACo High Performance Leadership Academy**



### **Important Upcoming Meetings**

- |                   |                          |   |
|-------------------|--------------------------|---|
| <b>Jan. 16 --</b> | <b>2 p.m.</b>            | <b>MVP for Transportation Board Meeting</b>                                     |
| <b>Jan. 16 --</b> | <b>2 p.m.<br/>6 p.m.</b> | <b>Public meetings on the Eklutna Hydroelectric Project<br/>at Palmer Depot</b> |
| <b>Jan. 23 --</b> | <b>6 p.m.</b>            | <b>Regular Palmer City Council meeting</b>                                      |
| <b>Feb. 21--</b>  | <b>10 a.m.</b>           | <b>Palmer Community Resource Day</b>  |

## Snow Removal Updates

**There has been concern for snow removal at the airport. *The following information was provided to me by Public Works Director Jude Bilafer:***

### Airport Snow Removal

Runway & taxiway clearing between 27 November & 18 December (verified through time cards) consumed **313.5** employee hours and saw employees at the airport every week. To ensure the airport was open during this period, every time more than one city employee was at the airport, city equipment was used. This increased use of and subsequent wear on city equipment caused several maintenance issues resulting in city equipment being down for a couple days. But that's a whole different story for another time.

- 27-30 November (Monday thru Thursday) five employees spent a combined total of 104 hours clearing snow from the airport. The six contracted snow-hauler dump trucks were at the airport for 49 combined hours over those same four days. Runways/taxiways/aprons were fully cleared.
- 1 December (Friday), one employee spent 8 hours plowing the runways.
- 7-8 December (Thursday & Friday), three employees spent a total of 49 hours opening the runways & taxiways. Runways & taxiways were fully cleared.
- 11-15 December (Monday thru Friday), five employees worked a total of 62 hours opening the runways & taxiways. The six contracted snow-hauler dump trucks were at the airport 12.25 combined hours over those same days. Runways & taxiways were fully cleared.
- 17 December (Sunday), one employee spent 11 hours at the airport clearing the runways & taxiways. Not only was this a Sunday, but 11 hours as well.
- 18 December (Monday), three employees spent 16 hours clearing runways & taxiways.
- 26 December (Monday), had an employee at the airport clearing snow since 3am. He's still there at the time of this email (2:34 p.m. Dec. 26, 2023).

One final note, both the Maintenance Supervisor and I watched and videoed several different planes land and take off from the airport on Friday, 22 December.

=====

On our agenda for Jan. 9, we have a resolution authorizing a Seasonal Airport Equipment Operator Position. The City already has this position for the City and this position will add the same position for the Airport. In fact, we have been advertising for this position and hope to hire for both positions soon.



## Snow Removal Updates 2

### *Downtown Snow Removal*

**There has been concern for snow removal downtown and around the City. There was a meeting with many of the downtown businesses and city staff at 10 a.m. Wed. Dec. 20 at the Palmer Bar. I asked Councilman Best to also attend. I believe good communication was had, but there are some things that could be cleared up in code. I will be working with Councilman Best to bring some potential code changes to allow staff more flexibility with snow removal.**

**The city's current snow removal information can be found here:  
<https://www.palmerak.org/public-works/page/snow-removal-information>**

=====

**January 16 from 2-4 p.m. and 6-8 p.m. at the Palmer Depot are public meetings on the Eklutna Hydroelectric Project**

| Meeting Schedule |                                 |
|------------------|---------------------------------|
| January 16       | Palmer Community Center (Depot) |
| 2 p.m. to 4 p.m. | 610 S. Valley Way               |
| 6 p.m. to 8 p.m. | Palmer, Alaska                  |
| January 17       | Arctic Rec Center               |
| 2 p.m. to 4 p.m. | 4885 Arctic Blvd.               |
| 6 p.m. to 8 p.m. | Anchorage, Alaska               |
| January 18       | The Workplace and Event Center  |
| 2 p.m. to 4 p.m. | 12400 Old Glenn Hwy.            |
| 6 p.m. to 8 p.m. | Eagle River, Alaska             |

*The owners of the Eklutna Hydroelectric Project (Chugach, Matanuska Electric Association, the Municipality of Anchorage) are holding a series of public meetings in January to present the proposed Draft Fish and Wildlife Program for the hydro project under the 1991 Agreement.*

*Each public meeting will begin with a brief presentation about the Draft Fish and Wildlife Program, and a technical team will be available to answer questions about studies, engineering designs, projected costs, and impacts. The public will be able to submit comments at the meetings.*

*When the project was purchased from the federal government in the 1990s, an agreement was signed with the new project owners requiring a program to mitigate, protect and enhance fish and wildlife impacted by the project. After years of studies and analysis, the draft program has been developed and is now seeking public input. Mitigation options to the project will impact many different areas including electric rates, fisheries, renewable energy resources, municipal water supplies, and other public uses. To review the draft Fish and Wildlife Program, please [click here](#). Public Comments can be submitted by email to [info@eklutnahydro.com](mailto:info@eklutnahydro.com). <https://eklutnahydro.com/>*

## **Agenda Highlights**

Consent Agenda (approved with the Agenda)

- A. Introduction of Ordinance No. 24-001: with Public Hearing to be Held on January 23, 2024
- B. Action Memorandum No. 24-004: Golf Course Agreement Amendment No. 3 with Eagle Golf Course Management Inc., to Reflect 2024 Payments
- C. Action Memorandum No. 24-005: Garden Services contract at the Visitor Information Center Garden for 2024
- D. Action Memorandum No. 24-006: Brand License Agreement with MTA for the MTA Events Center

Approval of Minutes of Previous Meetings

- A. November 28, 2023, Regular Meeting
  - B. December 12, 2023, Special Meeting
  - C. December 12, 2023, Regular Meeting
- Swearing in of Palmer Police Officer Mike Lynch promoted to Sergeant; and new Palmer Police Officer Chris Gonzales
  - A Proclamation Recognizing Martin Luther King Jr. Day
  - Discussion of City Manager position recruitment process

*Mayor Steve Carrington*

Cc: City Manager Hiring Process 2020

# Proposed Hiring Process

Posting Date: 27 Feb

Closing date: 20 Mar

Packet to Council: 24 Mar

Interviewees selected: 31 Mar (Special)

Interviews: 7 Apr (Special)

## Announcement posted with:

- Alaska Municipal Managers Association  
(Alaska Candidates with experience in gov't)
- International City/County Management Association  
(National candidates with experience in gov't)
  - Alexsys

(Alaska Candidates with admin/management experience)

## Application process:

- Human Resources validates applications
- Council Reviews and selects for interview  
(similar to last Clerk Recruitment)
  - Council Interviews

If no qualified/compatible candidate:  
Re-open and consider Executive Search

**City of Palmer**  
**Human Resources**  
**231 W. Evergreen Avenue • Palmer, AK 99645**  
Phone: (907) 745-3271 Fax: (907) 761-1332  
[www.palmerak.org](http://www.palmerak.org)

**Job Announcement**  
**City Manager**

The City of Palmer, Alaska, seeks a City Manager who is a highly engaged, personable leader possessing solid, proven management skills and experience, with a passion for managing a vibrant and growing municipality. The City of Palmer is located in the Matanuska-Susitna Borough, 40 miles northeast of Anchorage with a population of over 6,400. The City of Palmer has trademarked and incorporated into its city seal, "Alaska at its Best!" embodying the Community's spirit.

The City of Palmer is a unique, home rule municipality with a council-manager form of government. The city manager is responsible for coordinating and implementing all city affairs as designated by law and the Palmer Municipal Code. The city manager implements City policies, as established by the city council, and exercises administrative direction over department directors.

Minimum requirements: Bachelor's Degree in business, public administration or a related field and five years of responsible experience in the supervision or management of a multi-faceted program. Work experience related to the duties of the position may be substituted on a month-to-month basis for the education requirement. Must be qualified to obtain an Alaska driver's license.

The city manager is required by City Charter to live within the Palmer city limits during employment as city manager.

Starting annual salary: \$125,000-\$145,000, including a car allowance, plus a comprehensive benefits package. Starting salary is commensurate with qualifications and experience.

Applicants must complete application forms provided by the City of Palmer. Contact the City of Palmer to request an application packet and full job description either by writing to Kimberly Green, Human Resources, City of Palmer, 645 E. Cope Industrial Way, Palmer, AK 99645, by email [kgreen@palmerak.org](mailto:kgreen@palmerak.org), or by calling (907) 745-3271.

Completed applications must be received by the Human Resources at the above address by 5 pm., on March 20, 2020.



## **CITY OF PALMER JOB DESCRIPTION AND SPECIFICATIONS**

**Revision Date:** 2/20

**Job Title:** City Manager  
**Department:** City Manager  
**Reports To:** City Council  
**Classification:** FLSA Exempt

### **General Functions**

The City Manager serves as Chief Administrative Officer for the City and is responsible for proper administration of all City affairs placed in the Manager's charge by law and ordinance and shall implement the policy of the City as established by the Palmer City Council.

### **Distinguishing Characteristics**

The City Manager is expected to develop effective working relationships with elected, administrative, and federal, state, and local officials, as well as the public, to ensure cooperation and efficient operation of the City in providing services to the public.

The City Manager must be able to work well under pressure, stay focused and maintain handle multi tasks simultaneously. The City Manager must possess a high degree of initiative and responsibility to make decisions. Must exercise sound judgment and discretion and use sound management techniques and practices in a wide variety of administrative areas. The City manager shall exercise written and verbal skills, negotiation techniques and sound judgment.

The City Manager must perform job duties with considerable independence within prescribed guidelines and procedures and exercise appropriate judgment and discretion.

### **Supervision Received**

The City Manager receives general direction from the seven-member City Council through broad policies and guidelines.

### **Supervision Exercised**

The City Manager exercises administrative direction over all department heads, except the City Attorney and City Clerk, and direct supervision over administrative staff.



## **External Visibility/Contact**

Position requires high contact with key City personnel, public, other government agencies, and must possess well-developed communication skills in maintaining effective relations with the public.

## **Working Conditions Environment**

Work is performed primarily in an office setting. The noise level in the work environment will normally be quiet to moderately noisy depending upon office equipment, telephones in use, and other employees/members of the public with business in the office. While performing the duties of this job, employee will frequently be required to use hands and fingers dexterously to operate office equipment, will be required to communicate orally, regularly required to sit, stand, walk, occasionally required to stoop, kneel, or crouch, and reach with hands and arms and lift up to 25 pounds. Specific vision abilities required include close vision and the ability to adjust focus. Reasonable accommodation may be made to enable individuals with disabilities to perform the major activities. Drive to off-site meetings and inspections throughout the City and occasionally fly to meetings both in and out of state.

## **Essential Functions and Duties**

- Plans, directs, coordinates, and administers the activities of all administrative departments in carrying out the requirements of City ordinances, rules, regulations, and the policies of the City Council.
- Establishes operating procedures and performance standards for departments; directs organization staffing and supervision of operations as delegated to department heads on a daily basis; establishes long and short range goals and objectives for the City based on policy established the City Council.
- Reports regularly to the Council concerning the status of all assignments, projects, and functions of the City; establishes departmental objectives and deadlines for meeting these objectives; administers a variety of special programs and operations.
- Analyzes a variety of issues, state and federal legislation, and prepares recommendations on items requiring Council action.
- Studies and resolves a variety of difficult and complex administrative and management problems as directed by the City Council; interprets regulations and recommends policy changes.
- Represents the City and City Council in negotiations and related administrative and operational matters with governmental, non-governmental organizations,

and the public; communicates the mission and activities of the City.

- Assists the City Council with policy planning by gathering data and presenting alternative plans; recommends feasible alternatives based on effective management practices; discusses implications of alternatives.
- Employs or is responsible for the employment of all city employees, except the City Attorney and City Clerk, and shall supervise and coordinate the personnel policies and practices of the City. Appoints, disciplines, and terminates City administrative officials and employees, as provided by statute; evaluates the performance of administrative support staff and department heads.
- Manages and administers the financial affairs of the City; coordinates the preparation of the City budget including capital improvements program, in liaison with the Council, and department heads; administers the approved operating budget by monitoring expenditures and recommending changes to the Council; oversees the investment of City funds to ensure the best possible interest; presents reports to the Council on the City's financial status.
- Directs emergency preparedness and recovery efforts for civil emergencies within the City.
- Exercises custody over all real and personal property of the City.
- Executes other powers or duties specified by statute or by Council action.
- Performs related work as required.

### **Knowledge, Skills, Experience, And Personal Qualifications**

- Bachelor's degree in business or public administration or a related field and five years of responsible experience in the supervision or management of multi-faceted program;
- Valid Alaska driver's license with an acceptable driving record or must possess a valid Alaska driver's license within thirty (30) days of hire.
- Excellent attention to detail, accuracy and quality.
- Extensive knowledge of federal, state, and city rules and regulations.
- Experience in successful management and conflict resolution. Ability to evaluate management practices and adopt effective course of action.
- Must be a self-starter and have self-motivation.

- Ability to establish and maintain effective working relationships with the City Council, officials, other governmental and regulatory officials, staff, private and community organizations, developers, contractors, business leaders, employees, and the general public.
- Ability to analyze complex administrative problems, facts, programs, trends, costs and makes sound recommendations and comprehensive reports in oral and written forms.
- Ability to communicate effectively, orally and in writing with governmental officials, staff, employees, and the general public.
- Must demonstrate ability to make executive decisions and exercise sound business judgment in the best interest of the City.
- Ability to perform under stress and thrive in fast-paced, intense work environment.
- Ability to maintain the confidentiality of all activities and management.

### **Residency**

The City Manager shall reside in the city limits within 180 days of hire.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY PERSON(S) ASSIGNED TO THIS POSITION. THEY ARE NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, RESPONSIBILITIES AND SKILLS REQUIRED OF PERSONNEL IN THIS POSITION. ALL REQUIREMENTS ARE SUBJECT TO POSSIBLE MODIFICATION TO REASONABLY ACCOMMODATE INDIVIDUALS WITH DISABILITIES.



## APPLICATION FOR EMPLOYMENT

City of Palmer  
231 W Evergreen Avenue  
Palmer, Alaska 99654  
Phone - 907.745.3271 Fax – 907.761.1332

(Circle One)

|                                     |  |
|-------------------------------------|--|
| Position Applying For: City Manager | Full-Time, <del>Part Time, On Call, Seasonal</del> |
|-------------------------------------|--|

### Contact Information

|                                    |                |                |            |
|------------------------------------|----------------|----------------|------------|
| Name (Last, First, Middle Initial) | Work Telephone | Home Telephone | Cell Phone |
| Mailing Address                    | City           | State          | Zip Code   |
| Email Address                      |                |                |            |

|   |
|---|
| Are you eligible to work in the United States? Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Do you have a valid driver's license? Yes <input type="checkbox"/> No <input type="checkbox"/>          |
| Are you 18 years of age or older? Yes <input type="checkbox"/> No <input type="checkbox"/>              |

### Education/Training

|   |
|---|
| Do you have a high school diploma or equivalent? Yes <input type="checkbox"/> No <input type="checkbox"/> |
|---|

| Post-Secondary Education<br>Institution Name | Course of<br>Study | Degree<br>Earned |
|--|--------------------|------------------|
|  |                    |                  |
|  |                    |                  |

### License or Certification

List any professional license, registration, certification, etc. – i.e. EMT, Dispatch, CDL, etc.

| License/Certification | State | Profession | License Number | Expiration Date |
|-----------------------|-------|------------|----------------|-----------------|
|                       |       |            |                |                 |
|                       |       |            |                |                 |
|                       |       |            |                |                 |

### Skills

*List any courses or training relevant to the position for which you are applying.*

| Course / Training | Date Completed |
|-------------------|----------------|
|                   |                |
|                   |                |
|                   |                |

### Employment History

*Please use additional pages to show relevant work experience. Do not write "See Resume"*

|   |  |   |                   |
|---|--|---|-------------------|
| May we contact this employer? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> |  |   |                   |
| Employer  |  | Telephone Number  | Supervisor's Name |
| Type of Business  |  | Address   |                   |
| Job Title   |  | Dates Employed (Month & Year)<br>From:                      To: | Hours Per Week    |
| Duties  |  |   |                   |
| Salary  |  | Reason for Leaving  |                   |

|   |  |   |                   |
|---|--|---|-------------------|
| May we contact this employer? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> |  |   |                   |
| Employer  |  | Telephone Number  | Supervisor's Name |
| Type of Business  |  | Address   |                   |
| Job Title   |  | Dates Employed (Month & Year)<br>From:                      To: | Hours Per Week    |
| Duties  |  |   |                   |
| Salary  |  | Reason for Leaving  |                   |

|   |  |  |                   |
|---|--|--|-------------------|
| May we contact this employer? <span style="float: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></span> |  |  |                   |
| Employer  |  | Telephone Number   | Supervisor's Name |
| Type of Business  |  | Address  |                   |
| Job Title   |  | Date Employed (Month & Year)<br>From:                      To: | Hours Per Week    |
| Duties  |  |  |                   |
| Salary  |  | Reason for Leaving   |                   |



1) **Criminal Conviction\***: Have you ever plead guilty, been convicted, fined, imprisoned, placed on probation or given a suspended sentence:

- for any felony violation                      Yes ☐ No ☐
- for any misdemeanor violation            Yes ☐ No ☐

**If yes, please indicate conviction, date and sentence/disposition.** \*Information supplied regarding conviction record will not necessarily bar applicant from consideration for employment. Nature of, reason for, and time elapsed since conviction will be reviewed in light of the duties of the job sought.

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2) **Prior City Employment**: Have you previously worked for the City of Palmer?    Yes ☐ No ☐  
If yes, when? \_\_\_\_\_

3) **Relatives**: Are you related to anyone who is currently employed by the City of Palmer?    Yes ☐ No ☐  
If yes, list their name and relationship: \_\_\_\_\_

4) **Job Description**: Have you read the job description and do you understand the essential functions of the position for which you are applying?    Yes ☐ No ☐

5) Are you able to perform the essential functions of this job with or without reasonable accommodations?  
Yes ☐ No ☐

6) **Driver's License**: Have you ever had your driver's license suspended or revoked as a result of a violation?  
Yes ☐ No ☐ If yes, please explain: \_\_\_\_\_

7) Have you ever been asked to resign or terminated by a former employer?    Yes ☐ No ☐  
If yes, please explain:

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### Please 3 Professional References

| Name | Contact Information |
|------|---------------------|
|      |                     |
|      |                     |
|      |                     |

### Certification & Signature

*The information provided in this employment application is true, correct, and complete. If employed, any misstatement or omission of fact on this application may result in dismissal. I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision. This authorization includes permission to check employment references.*

*If selected for employment you may be required to supply proof of authorization to work in the U.S., have a physical examination and/or drug test, supply and/or authorize a criminal background check, supply and/or authorize a copy of your motor vehicle record (MVR), or sign a conflict of interest agreement and abide by its terms.*

*I understand that acceptance of an offer of employment does not create a contractual obligation or permanent employment upon the City of Palmer. Employment may be terminated at any time at the option of the employee or City of Palmer.*

*I understand and agree to the information shown above.*

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The city is an equal opportunity employer. The city will not unlawfully discriminate against qualified applicants or employees with respect to compensation, or in a term, condition or privilege of employment, because of the person's race, religion, color, national origin, sexual orientation, or other basis protected by law, or because of the person's age, physical or mental disability, genetic information, gender, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, gender, marital status, changes in marital status, pregnancy or parenthood.

When necessary, the city will reasonably accommodate employees and applicants with disabilities if the person is otherwise qualified to safely perform all of the essential functions of the position. It is the applicant's and employee's responsibility to notify the personnel officer regarding requests for reasonable accommodations.



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## INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM

The city is an equal opportunity employer. The city will not unlawfully discriminate against qualified applicants or employees with respect to compensation, or in a term, condition or privilege of employment, because of the person's race, religion, color, national origin, sexual orientation, or other basis protected by law.

This employer is subject to certain nondiscrimination recordkeeping and reporting requirements which require the employer to invite applicants and employees to voluntarily self-identify their race/ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable federal laws, executive orders, and regulations, including those which require the information to be summarized and reported to the Federal Government for civil rights enforcement purposes.

If you choose not to self-identify your race/ethnicity at this time, the federal government requires this employer to determine this information by visual survey and/or other available information.

For civil rights monitoring and enforcement purposes only, all race/ethnicity information will be collected and reported in the seven categories identified below. The definitions for each category have been established by the federal government. If you choose to voluntarily self-identify, you may mark only one of the boxes presented below.

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## INVITATION TO SELF-IDENTIFY

PLEASE ANSWER THE FOLLOWING QUESTION

What is your race/ethnicity? Please mark the **one box** that describes the race/ethnicity category with which you primarily identify.

- ☐ **Hispanic or Latino:** a person of Cuban, Mexican, Chicano, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
  - ☐ **White:** a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
  - ☐ **Black or African American:** a person having origins in any of the black racial groups of Africa.
  - ☐ **Asian:** a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
  - ☐ **Native Hawaiian or Other Pacific Islander:** a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
  - ☐ **American Indian or Alaska Native:** a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
  - ☐ **Two or More Races:** a person who primarily identifies with two or more of the above race/ethnicity categories.
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## Voluntary Self-Identification of Disability

Form CC-305  
OMB Control Number 1250-0005  
Expires 1/31/2020  
Page 1 of 2

### Why are you being asked to complete this form?

Because we do business with the government, we must reach out to, hire, and provide equal opportunity to qualified people with disabilities.<sup>i</sup> To help us measure how well we are doing, we are asking you to tell us if you have a disability or if you ever had a disability. Completing this form is voluntary, but we hope that you will choose to fill it out. If you are applying for a job, any answer you give will be kept private and will not be used against you in any way.

If you already work for us, your answer will not be used against you in any way. Because a person may become disabled at any time, we are required to ask all of our employees to update their information every five years. You may voluntarily self-identify as having a disability on this form without fear of any punishment because you did not identify as having a disability earlier.

### How do I know if I have a disability?

You are considered to have a disability if you have a physical or mental impairment or medical condition that substantially limits a major life activity, or if you have a history or record of such an impairment or medical condition.

Disabilities include, but are not limited to:

- Blindness
- Autism
- Bipolar disorder
- Post-traumatic stress disorder (PTSD)
- Deafness
- Cerebral palsy
- Major depression
- Obsessive compulsive disorder
- Cancer
- HIV/AIDS
- Multiple sclerosis (MS)
- Impairments requiring the use of a wheelchair
- Diabetes
- Schizophrenia
- Missing limbs or partially missing limbs
- Intellectual disability (previously called mental retardation)
- Epilepsy
- Muscular dystrophy

Please check one of the boxes below:

- ☐ YES, I HAVE A DISABILITY (or previously had a disability)
- ☐ NO, I DON'T HAVE A DISABILITY
- ☐ I DON'T WISH TO ANSWER

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Today's Date

## Voluntary Self-Identification of Disability

Form CC-305  
OMB Control Number 1250-0005  
Expires 1/31/2020  
Page 2 of 2

### Reasonable Accommodation Notice

Federal law requires employers to provide reasonable accommodation to qualified individuals with disabilities. Please tell us if you require a reasonable accommodation to apply for a job or to perform your job. Examples of reasonable accommodation include making a change to the application process or work procedures, providing documents in an alternate format, using a sign language interpreter, or using specialized equipment.

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<sup>i</sup> Section 503 of the Rehabilitation Act of 1973, as amended. For more information about this form or the equal employment obligations of Federal contractors, visit the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) website at [www.dol.gov/ofccp](http://www.dol.gov/ofccp).

**PUBLIC BURDEN STATEMENT:** According to the Paperwork Reduction Act of 1995 no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. This survey should take about 5 minutes to complete.



# Voluntary Self-Identification of Veterans

## Definitions

This employer is a Government contractor subject to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002, 38 U.S.C. 4212 (VEVRAA), which requires Government contractors to take affirmative action to employ and advance in employment: (1) disabled veterans; (2) recently separated veterans; (3) active duty wartime or campaign badge veterans; and (4) Armed Forces service medal veterans. These classifications are defined as follows:

A "disabled veteran" is one of the following:

- A veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or
- A person who was discharged or released from active duty because of a service-connected disability.

A "recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service.

An "active duty wartime or campaign badge veteran" means a veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

An "Armed forces service medal veteran" means a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

Protected veterans may have additional rights under USERRA—the Uniformed Services Employment and Reemployment Rights Act. In particular, if you were absent from employment in order to perform service in the uniformed service, you may be entitled to be reemployed by your employer in the position you would have obtained with reasonable certainty if not for the absence due to service. For more information, call the U.S. Department of Labor's Veterans Employment and Training Service (VETS), toll-free, at 1-866-4-USA-DOL.

## Self-Identification

As a Government contractor subject to VEVRAA, we are required to submit a report to the United States Department of Labor each year identifying the number of our employees belonging to each specified "protected veteran" category. If you believe you belong to any of the categories of protected veterans listed above, please indicate by checking the appropriate box below. If you are not a veteran, select box 1 OR select the box(s) that apply to your veteran status.

☐ I am not a veteran. (I did not serve in the military.)

☐ I belong to the following classifications of protected veterans (Choose all that apply):

☐ DISABLED VETERAN

☐ RECENTLY SEPARATED VETERAN

Military Discharge Date (MM/DD/YYYY):

☐ ACTIVE WARTIME OR CAMPAIGN BADGE VETERAN

☐ ARMED FORCES SERVICE MEDAL VETERAN

☐ I am NOT a protected veteran. (I served in the military but do not fall into any veteran categories listed above.)

☐ I choose not to identify my veteran status.

\_\_\_\_\_  
Your Name / Z#

\_\_\_\_\_  
Today's Date

## Voluntary Self-Identification of Veterans

### Reasonable Accommodation Notice

If you are a disabled veteran it would assist us if you tell us whether there are accommodations we could make that would enable you to perform the essential functions of the job, including special equipment, changes in the physical layout of the job, changes in the way the job is customarily performed, provision of personal assistance services or other accommodations. This information will assist us in making reasonable accommodations for your disability.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information provided will be used only in ways that are not inconsistent with the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended.

The information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if you have a condition that might require emergency treatment; and (iii) Government officials engaged in enforcing laws administered by the Office of Federal Contract Compliance Programs, or enforcing the Americans with Disabilities Act, may be informed.



**Palmer City Council Meeting**  
**Meeting Date:** 01/09/2024  
**Submitted For:** Shelly Acteson, City Clerk  
**Department:** City Clerk's Office

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F. 3.

**Subject**  
City Clerk's Report

**Summary Statement/Background**

**Administration's Recommendation:**

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**Attachments**

Clerk's Report

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**Shelly M. Acteson, CMC**  
**City Clerk**

Direct: (907) 761-1301  
Fax: (907) 745-0930

231 W. Evergreen Ave.  
Palmer, Alaska 99645-6952  
[www.cityofpalmer.org](http://www.cityofpalmer.org)

TO: Mayor Carrington and Council Members  
FROM: Shelly M. Acteson  
DATE: January 3, 2024  
SUBJECT: Report for January 9, 2024, meeting packet

**Elections:**

The Absentee by Mail Application for the October 1, 2024, election is available on the City website and at City Hall.

**AML Winter Legislative Conference:**

The annual Alaska Municipal League Winter Legislative Conference will be held in Juneau, February 20-22, 2024, at the Baranof Hotel. Please let Deputy Clerk Benji know sooner rather than later if you can attend.

**High Performance Leadership Academy, Master Certificate:**

I appreciate the opportunity and support provided by the City to attend the NACo sponsored High Performance Leadership Professional Development Academy online for the last three months. The Academy provided lessons and insights from industry executives, leadership coaches peers, and professors from top universities. The core elements of the Academy focused on the leadership mindset, positive leadership, change management, collaboration and negotiation, effective communication, and performance management.



H. 1.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** John Moosey, City Manager

**Department:** Administration

**Agenda Category:** Resolution

**Legislation Number:** Resolution No. 24-006

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**Subject**

A Resolution of the Palmer City Council Identifying the City of Palmer's Capital Project Priorities for State, Federal and Other Interested Parties Funding

**Summary Statement/Background**

Every year as part of the City budget process the City Council identifies projects for State and Federal funding.

This resolution lists 11 projects that are a priority for external funding sources, primarily State and Federal agencies, but also for other parties (non-governmental) that may be interested or willing to participate in funding these projects for the betterment of the City.

**Administration's Recommendation:**

The Administration recommends approving Resolution No. 24-006

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**Attachments**

2024 City Legislative Priority Handout

Res. 24-006 CIP Priorities

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# City of Palmer 2024 Legislative Priorities

## PALMER PUBLIC LIBRARY (\$10,400,000)

THE PALMER PUBLIC LIBRARY SUFFERED A CATASTROPHIC ROOF COLLAPSE ON FEBRUARY 15, 2023. THE LIBRARY WILL NEED TO BE REBUILT TO CONTINUE PROVIDING CRUCIAL SERVICES TO THE COMMUNITY AND THE SURROUNDING AREA. THE CITY HAS SECURED \$7,500,000 TOWARD THE \$18M.

## GRAVEL TO PAVED ROAD SURFACING - MULTI-COMPONENT "SHOVEL READY" (\$4,500,000)

NUMEROUS CITY STREETS ARE STILL OF THE GRAVEL VARIETY. COST OF IMPROVEMENT HAS BEEN A DETRIMENT TO PROGRESS.

## REPLACEMENT FIRE ENGINE, BRUSH TRUCK, AND SUPPORT VEHICLE (\$1,300,000)

THE CITY OF PALMER FIRE & RESCUE IS CHALLENGED WITH ITS SET OF TIRED, AGED EQUIPMENT THAT IS VITAL FOR EMERGENCY RESPONSE. THE BRUSH TRUCK AND SUPPORT TRUCK ARE USED TO SUPPORT STATEWIDE WILDLAND OPERATIONS. A 1987 FIRE ENGINE, A 1990 BRUSH TRUCK, AND A 1991 FORD EXPLORER MUST BE REPLACED.

## HISTORIC PALMER WATER TOWER PURCHASE (\$100,000)

THE STEEL WATER TOWER IN THE HISTORIC DISTRICT OF DOWNTOWN PALMER IS ICONIC OF THE LOCAL AGRICULTURAL HERITAGE ASSOCIATED WITH THE 1935-1940 MATANUSKA COLONY. THE PURCHASE OF THE WATER TOWER PROPERTY WILL ENSURE PRESERVATION OF THE ICON, AS A KEY COMPONENT OF PALMER HISTORY.

## RESCUE VEHICLE (\$400,000)

RESCUE SUPPORT VEHICLE FOR FIRE DEPARTMENT. THE RESCUE VEHICLE IS THE PRIMARY RESCUE RESPONSE VEHICLE FOR MOTOR VEHICLE ACCIDENTS AND OFF-ROAD INCIDENTS APPROXIMATELY 100 MILES UP THE GLENN HIGHWAY AND UP THE HATCHER PASS AREA. THIS VEHICLE WOULD REPLACE THE AGING 1994 HACKNEY FREIGHTLINER THAT IS CURRENTLY BEING USED. THE 1994 HACKNEY WAS NOT DESIGNED TO CARRY THE WEIGHT OF THE EQUIPMENT NECESSARY FOR RESCUES NOW.

## DOWNTOWN ROAD IMPROVEMENTS - COBB STREET "SHOVEL READY" (\$2,575,000)

IMPROVEMENTS INCLUDE RECONSTRUCTED AND WIDENED ROAD WIDTH TO ADD PARKING LANES AND TO ACCOMMODATE HIGHER AND HEAVIER TRAFFIC LOADS.

## PARK PROJECTS - MULTI-COMPONENT: THREE NEW PARKS AND AMOUSEMENT PARK UPGRADE (\$350,000)

THIS GRANT REQUEST OF \$350,00 IS TO AUGMENT THE CONTINUING DEVELOPMENT OF CITY PARKS AND TRAILHEADS. THE PROJECT IS THREE-FOLD, CREATE SAFE ACCESS TO THE MATANUSKA RIVER TRAIL HEAD AND BIKE TRAILS, A COMPREHENSIVE RECREATIONAL MATANUSKA RIVER TRAIL HEAD MASTER PLAN AND THE ADDITION OF A PARK IN HIDDEN RANCH.

## **SAFETY SERVICE BUILDING (\$46,500,000)**

THE PALMER POLICE DEPARTMENT AND FIRE DEPARTMENT ARE CURRENTLY HOUSED IN MIDCENTURY AGED FACILITIES THAT ARE NO LONGER MEETING THE CITY OF PALMER'S NEEDS. THE REQUEST IS FOR FACILITIES.

## **WATER SYSTEM EXPANSION (\$19,400,000)**

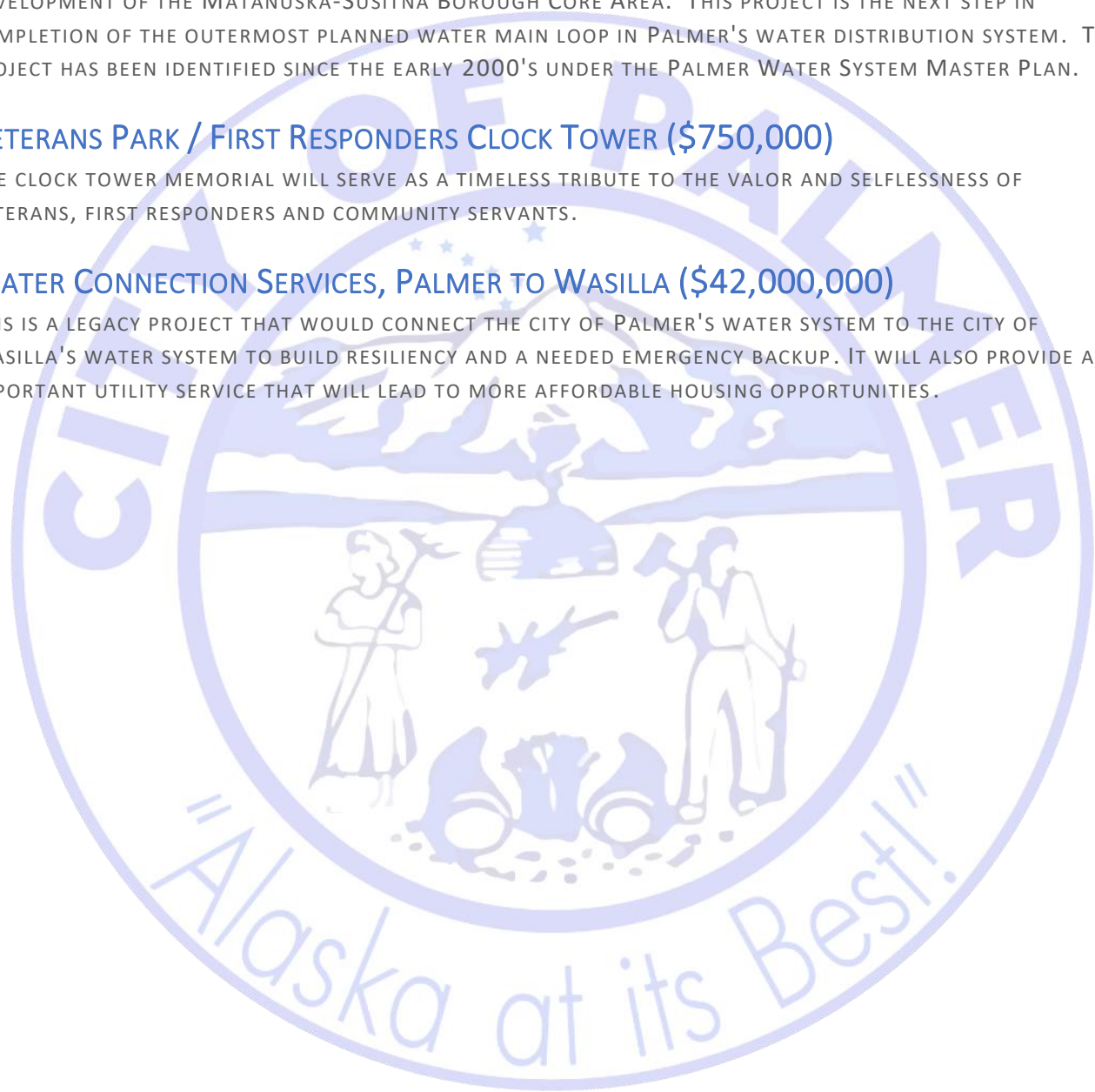
ACCESS TO SAFE, RELIABLE DRINKING AND FIRE PROTECTION WATER IS A KEY COMPONENT IN THE CONTINUED DEVELOPMENT OF THE MATANUSKA-SUSITNA BOROUGH CORE AREA. THIS PROJECT IS THE NEXT STEP IN COMPLETION OF THE OUTERMOST PLANNED WATER MAIN LOOP IN PALMER'S WATER DISTRIBUTION SYSTEM. THIS PROJECT HAS BEEN IDENTIFIED SINCE THE EARLY 2000'S UNDER THE PALMER WATER SYSTEM MASTER PLAN.

## **VETERANS PARK / FIRST RESPONDERS CLOCK TOWER (\$750,000)**

THE CLOCK TOWER MEMORIAL WILL SERVE AS A TIMELESS TRIBUTE TO THE VALOR AND SELFLESSNESS OF VETERANS, FIRST RESPONDERS AND COMMUNITY SERVANTS.

## **WATER CONNECTION SERVICES, PALMER TO WASILLA (\$42,000,000)**

THIS IS A LEGACY PROJECT THAT WOULD CONNECT THE CITY OF PALMER'S WATER SYSTEM TO THE CITY OF WASILLA'S WATER SYSTEM TO BUILD RESILIENCY AND A NEEDED EMERGENCY BACKUP. IT WILL ALSO PROVIDE AN IMPORTANT UTILITY SERVICE THAT WILL LEAD TO MORE AFFORDABLE HOUSING OPPORTUNITIES.



**LEGISLATIVE HISTORY**

Introduced by: John Moosey, City Manager

Date:

Action:

Action:

Vote:

Yes:

No:

Mayor Carrington

Anzilotti

Alcantra

Best

Cooper

Melin

Tudor

CITY OF PALMER, ALASKA

**Resolution No. 24-006****A Resolution of the Palmer City Council Identifying the City of Palmer's Capital Project Priorities for State, Federal, and Other Interested Parties Funding**

WHEREAS, it is the City of Palmer's desire to provide the State of Alaska, Federal Government agencies and other interested parties a list of the City's capital project needs, primarily critical infrastructure projects necessary to improve public health and safety; to improve the quality of life, and to ensure efficient expenditure of public funds for the benefit of the public; and

WHEREAS, the City has conducted an analysis of its capital needs to better serve the citizens of Palmer.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby respectfully requests the State of Alaska, Federal Government agencies and other interested parties to consider the following capital projects for funding.

|   |  |              |
|---|--|--------------|
| 1 | <b>Palmer Public Library</b><br>The Palmer Public Library suffered a catastrophic roof collapse on February 15, 2023. The Library will need to be rebuilt to continue providing crucial services to the community and the surrounding area. The City has secure \$7,500,000 towards the \$18M.   | \$10,400,000 |
| 2 | <b>Gravel to Paved Road Surfacing- Multi-component "Shovel Ready."</b><br>Numerous City Streets are still of the gravel variety. Cost of improvement has been a detriment to progress.   | \$4,500,000  |
| 3 | <b>Replacement Fire Engine, Brush Truck, and Support Vehicle</b><br>The City of Palmer Fire & Rescue is challenged with its set of tired, aged equipment that is vital for emergency response. The Brush Truck and Support Truck are used to support Statewide Wildland Operations. A 1987 Fire Engine, a 1990 brush truck, and a 1991 Ford Explorer must be replaced. | \$1,300,000  |
| 4 | <b>Historic Palmer Water Tower Purchase</b><br>The steel water tower in the historic district of downtown Palmer is iconic of the local agricultural heritage associated with the 1935-1940 Matanuska Colony. The purchase of the water tower property will ensure preservation of the icon, as a key component of Palmer history.                                     | \$100,000    |
| 5 | <b>Rescue Support Vehicle</b><br>Rescue Support Vehicle for Fire Department. The Rescue Vehicle is the primary rescue response vehicle for motor vehicle accidents and off-road incidents approximately 100 miles up the Glenn Highway and up the Hatcher Pass area. This vehicle would replace the aging 1994 Hackney   | \$400,000    |

|    |   |              |
|----|---|--------------|
|    | Freightliner that is currently being used. The 1994 Hackney was not designed to carry the weight of the equipment necessary for rescues now.  |              |
| 6  | <b>Downtown Road Improvements - Cobb Street "Shovel Ready"</b><br>Improvements include reconstructed and widened road width to add parking lanes and to accommodate higher and heavier traffic loads.   | \$2,575,000  |
| 7  | <b>Park Projects – Multi-Component: Three New Parks and Amusement Park Upgrade</b><br>This grant request of \$350,000 is to augment the continuing development of city parks and trailheads. The project is three-fold; create safe access to the Matanuska River trail head and bike trails, a comprehensive recreational Matanuska River trail head Master Plan, and the addition of a Park in Hidden Ranch.          | \$350,000    |
| 8  | <b>Safety Service Building</b><br>The Palmer Police Department and Fire Department are currently housed in midcentury aged facilities that are no longer meeting the City of Palmer's needs. The request is for facilities.   | \$46,500,000 |
| 9  | <b>Water System Expansion</b><br>Access to safe, reliable drinking and fire protection water is a key component in the continued development of the Matanuska-Susitna Borough Core Area. This project is the next step in completion of the outermost planned water main loop in Palmer's Water Distribution System. This project has been identified since the early 2000's under the Palmer Water System Master Plan. | \$19,400,000 |
| 10 | <b>Veterans Park Establishment</b><br>The Clock Tower Memorial will serve as a timeless tribute to the valor and selflessness of Veterans, First Responders and Community Servants.   | \$750,000    |
| 11 | <b>Water Connection Services, Palmer to Wasilla</b><br>A legacy project that would connect the city of Palmer's water system to the city of Wasilla's water system to build resiliency and a needed emergency backup. It will also provide an important utility service that will lead to more affordable housing opportunities.  | \$42,000,000 |

**Approved** by the Palmer City Council this 9<sup>th</sup> day of January 2024.

\_\_\_\_\_  
Steven J. Carrington, Mayor

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



H. 2.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** Chad Cameron, Fire Chief

**Department:** Fire Department

**Agenda Category:** Resolution

**Legislation Number:** Resolution No. 24-007

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**Subject**

A Resolution of the Palmer City Council Authorizing the City Manager to Sign and Execute a Five-Year Contract with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area

**Summary Statement/Background**

Since the mid 1960s, the Matanuska-Susitna Borough has contracted with the City of Palmer to provide fire protection and response services to the Greater Palmer Fire Service Area (GPFSA). This has resulted in a mutually beneficial relationship between the City of Palmer and the GPFSA. The current contract will expire June 30, 2024. The contract before you covers the operational period of July 1, 2024 to June 30, 2029.

The financial data has been updated to reflect the 2024 Council approved budget. With certain exceptions, such as the City of Palmer and GPFSA paying their prospective vehicle insurance, building insurance, utilities, rescue contract contributions, and rental and lease agreements; the contract calls for the GPFSA to pay 65% of the remaining City of Palmer's Fire and Rescue budget. Operationally, combining fire service response for the City of Palmer and the GPFSA allows for a larger pool of paid-on-call volunteers to respond to a call in either area, and it allows for a smaller, more streamlined overhead expense to the Matanuska-Susitna Borough and the City of Palmer.

**Administration's Recommendation:**

Approve Resolution 24-007

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**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$143,613

**Legislation creates revenue in the amount of:** \$143,613

**Line Item(s):** 01-00-00-3425 Increase in revenues for 2024 from \$765,772 to \$909,385

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**Attachments**

Resolution 24-007 - COP/MSB Fire Contract

Palmer-MSB Fire Contract 24-29

2024 Fire Budget Encumbrances

2024 City Contribution Comparison

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**LEGISLATIVE HISTORY**

Introduced by:

Date:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-007**

**A Resolution of the Palmer City Council Authorizing the City Manager to Sign and Execute a Fire-Year Contract with the Matanuska-Susitna Borough to Provide Fire Emergency Response to the Greater Palmer Fire Service Area**

WHEREAS, the City of Palmer Fire & Rescue plays a crucial role in ensuring the safety and well-being of the community by responding to emergencies and providing essential services in the Greater Palmer Fire Service Area, and;

WHEREAS, the City of Palmer has provided service to the Greater Palmer Fire Service Area fire emergency services since the mid 1960's, and;

WHEREAS, the contract has resulted in a mutually beneficial relationship between the City of Palmer and Matanuska-Susitna Borough, and;

WHEREAS, the existing fire emergency services contract between the City of Palmer and the Matanuska-Susitna Borough to provide fire emergency services to the Greater Palmer Fire Service Area expires on June 30, 2024, and;

WHEREAS, the Matanuska-Susitna Borough agrees to pay 65% of the Palmer City Council approved City of Palmer Fire & Rescue budget with the exceptions of power, heat, water/sewer/garbage, rental & lease, insurance, vehicle insurance, and funds from the Rescue Contract,

NOW THEREFORE, be it resolved that the Palmer City Council approves the City Manager to sign and execute a five-year contract with the Matanuska-Susitna Borough to provide fire emergency response to the Greater Palmer Fire Service Area.

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

**MATANUSKA-SUSITNA BOROUGH  
GREATER PALMER FIRE SERVICE AREA  
and  
CITY OF PALMER**

**INTERGOVERNMENTAL FIRE SERVICES AGREEMENT**

THIS AGREEMENT is made between the Matanuska-Susitna Borough, a municipal corporation, hereafter referred to as "Borough" and the City of Palmer, hereafter referred to as "City" for the provision of fire protection services.

**SECTION 1. Definitions**

In this contract hereafter:

- A. The term "Agreement" means the Matanuska-Susitna Borough Greater Palmer Fire Service Area and City of Palmer Fire Services Agreement.
- B. The term "Borough" means the Matanuska-Susitna Borough.
- C. The term "City" means the City of Palmer.
- D. The term "GPFSA" means the Greater Palmer Fire Service Area.

**SECTION 2. Authority**

This intergovernmental agreement is authorized pursuant to Alaska State Constitution, Article X, Section 13 and A.S. 29.35.010(13) and is for the joint administration and exercise of fire protection services by the Borough and the City.

**SECTION 3. Term**

This contract shall be for five (5) years commencing on July 1, 2024, and ending on June 30, 2029, subject to the appropriations and provision of Section 4 (C) and the termination provisions of Sections 20 and 21. This contract may be extended an additional five (5) years by addendum.

**SECTION 4. Compensation/Consideration**

- A. The Borough shall pay to the City an amount not to exceed 65% of Palmer Fire's annual operating budget between the Borough (GPFSA) and the City, as per Section 7.B. of this Agreement. The amount for year one (FY 2025) is \_\_\_\_\_. The amount shall be paid in two equal payments each year. Compensation shall be reviewed annually and any request by the City of Palmer for an increase will occur no later than March 1. If the Borough Manager agrees to the requested amount, s/he will present it to the Matanuska-Susitna Borough Assembly with a request for appropriations for the next fiscal year. The total increase in the amount of the cost of this contract shall not exceed 10% of the previous year contract cost without mutual agreement by both parties.

- B. The schedule for payments shall commence with the first payment due no later than July 31, 2024. The second payment shall be made no later than January 30, 2025 and subsequent payments shall be made in July and January of future years.
- C. Payments made under this contract are subject to specific appropriation of funds by the Matanuska-Susitna Borough Assembly for this Agreement. In the event the Matanuska-Susitna Borough Assembly does not appropriate funds sufficient to meet any increase in amounts requested by the City, this Agreement shall terminate on June 30 of the then-current fiscal year.
- D. The City agrees that any fire department operational funds designated in the budget for specific personnel or new equipment purchases that form the basis of the above amount of the payment that are not expended will be refunded to the Borough.
- E. Should an emergency or unforeseen event occur that will require additional funds for services under this contract, the City shall notify the Borough in writing of the amount and reason for the increase. The request then must be approved by the GPFSA Board of Supervisors. The payment of any supplemental funding shall be subject to available funds and Assembly appropriation.
- F. So long as the operating budget is funded 65% from the City and Borough as in Section 4.A., any funds from the City Fire Department budget not spent during this fiscal period will be refunded to the Borough; the residual balance to be at the rate defined in Section 4.A. The refund shall be paid by check.
- G. By the request of either party, before February 1 of each following year the Borough Manager and City Manager shall meet and discuss the amount for each current year.

#### SECTION 5. Service Boundaries

The City shall provide fire protection services within the GPFSA and to those other Borough FSA's under the approved mutual aid and automatic aid agreements signed by the City of Palmer.

#### SECTION 6. Vehicles and Equipment

- A. The City agrees to maintain all vehicles and firefighting and communications equipment belonging to the City and the GPFSA in a working condition.
- B. For major repair of Borough-owned vehicles or equipment (any repair parts costing more than \$2,500), the City shall first receive concurrence from the Borough Emergency Services Fleet Manager or Deputy Director of Fire prior to repair.
- C. For repair parts exceeding \$2,500 for GPFSA-owned vehicles, the total cost of the repairs (parts and labor) will be paid by the Borough (the City will pay for its own vehicles).

- D. The City may request to utilize Borough Emergency Services Fleet Maintenance for the repair of City-owned fire or rescue apparatus through the Borough Emergency Services Manager or Deputy Director of Fire.
  - a. The total cost of the repairs (parts and labor) completed by the Borough Emergency Services Fleet Maintenance will be paid by the City.
- E. For Borough-owned vehicles in which an insurance claim may be involved, see Section 16 of this Agreement.

The vehicles and equipment assigned to or purchased for the GPFSA shall remain the property of the GPFSA.

#### SECTION 7. Expenses

- A. The City agrees that all funds expended under this contract shall be used solely and exclusively for providing fire protection services as per Section 7.B. of this agreement. The City further agrees to provide the Borough with an inventory list by station and vehicle of equipment assigned to or purchased for that station or vehicle, as per National Fire Protection Association (NFPA) 1901 and Insurance Services Organization (ISO) standards. The City will not be required to maintain separate inventories of Borough and City equipment.
- B. Eligible fire protection services operating expenses for the City are as follows:
  - a. Salaries and benefits for the firefighter personnel;
  - b. A proportionate share of the salaries and benefits for City fire administrative personnel, as determined by their respective job duties and descriptions;
  - c. Travel and expense reimbursement for fire protection related travel;
  - d. Training: Firefighter training (structural and wildland), fire officer training, fire prevention training, fire code training, mandated Federal, State and local training, and any miscellaneous fire-related training;
  - e. Fuel expenses for fire apparatus, fire support vehicles, and motorized equipment and tools;
  - f. Rental/lease of equipment directly related to fire protection, and rent/lease of facilities or storage space that is of benefit to the GPFSA;
  - g. Insurance:
    - h. The City will provide at its own expense workers compensation insurance, and unemployment insurance for all positions related to this agreement (see Section 16);

- ii. The City will pay the vehicle insurance for those vehicles owned by the City;
  - iii. The Borough shall provide vehicle liability, and physical damage coverage on all Borough-owned vehicles that are directly involved with a GPFSA response or official business (see Section 1).
- i. Supplies: any supplies purchased that are directly fire related;
  - j. Maintenance: any maintenance which directly benefit the fire protection services to fire facilities, vehicles and equipment;
  - k. Personal protective equipment and uniforms purchased for firefighter and Officer personnel;
  - l. Equipment: any equipment purchased for direct use in firefighting, fire administrative office, computers, and tools.
- C. Fire protection services operating expenses for the City that are non-eligible are as follows:
- a. "Miscellaneous" line-item descriptions are not eligible expenditures under this Agreement;
  - b. City capital budget items are not eligible expenditures under this Agreement.
  - c. Administrative overhead expenses are eligible expenses but must not exceed 10% of the operating budget total (exclusive of Section 7.B.b. above).
  - d. Any and all operational expenses directly or indirectly related to providing rescue services shall be excluded from this Agreement.
  - e. The following City of Palmer Fire & Rescue budget expenses shall be excluded from the funding calculation for City facilities. These expenses are to be non-eligible:
    - i. 01-13-10-6032 – Power
    - ii. 01-13-10-6033 – Heat
    - iii. 01-13-10-6034 – Water/Sewer/Garbage
    - iv. 01-13-10-6036 – Rental & Lease
    - v. 01-13-10-6037 – Insurance
    - vi. 01-13-10-6038 – Vehicle Insurance
    - vii. Amount paid to the City for the Rescue Services Agreement.

## SECTION 8. Other Expenses

- A. The City agrees to bear the costs of all building and personnel supplies, office supplies, household supplies, salaries and wages, and supplies which are necessary or convenient to the operation of such fire protection services and the performance of the obligations hereunder provided.



## SECTION 9. Records

- A. The City shall provide a report at its own expense, to the Borough containing the following information:
  - a. A copy of the City of Palmer annual audit, once approved by the Palmer City Council.
  - b. Fire-specific records, including:
    - i. Total number and types of responses for both the City and the GPFSA fire services,
    - ii. All City fire department expenditures detailing each of the line items in the budget, including the amount of the rebate (see Section 4F), if any. A preliminary previous fiscal year annual budget report no later than February 1<sup>st</sup>, and an audited annual budget report within 180 days from the close of the previous fiscal year.
    - iii. An annual training report,
    - iv. An inventory list by station of all fire apparatus and support vehicles, including all appropriate equipment for each vehicle as recommended by NFPA 1901 and related ISO standards.

## SECTION 10. Personnel

- A. The City agrees to maintain an appropriate number of full-time and paid on-call fire fighters to respond to fires within the GPFSA or for automatic or mutual aid as requested by other Borough fire service areas. The City agrees that such personnel shall meet the minimum training standards of the City of Palmer and be consistent with other MSB minimum training requirements.
- B. The City agrees that all personnel will comply with all requirements of federal, state and local mandates, including, but not limited to O.S.H.A., Homeland Security, and the State Fire Marshall's Office.

## SECTION 11. Operating Procedures

The City will provide fire suppression operations using city procedures that are interoperable with Borough Standard Operating Procedures as established by the Director of the Department of Emergency Services when responding to fires in the GPFSA or when providing mutual/auto aid to other Borough Fire Service Areas.

## SECTION 12. Public Safety Buildings

Each party will bear the costs of operating and maintaining the structure, mechanical, septic and water systems of their respective facilities.

The City shall insure that the three GPFSA Public Safety Buildings (Station 32, Station 33 and Station 35), and any new facilities constructed that are Borough funded are maintained in a manner to allow for parking of the apparatus and storage of other necessary equipment and supplies. The City shall ensure GPFSA's public safety building's egresses allow for immediate and rapid entrance and exit of personnel and equipment through ensuring any and all obstructions are cleared to include snow removal, sanding, and ice melt within the capabilities of the City of Palmer. If the obstructions are outside the capabilities of the City of Palmer, the Borough will bear the responsibility and cost for removing the obstruction.

The Borough shall provide any capital improvements necessary to Borough-owned facilities and will maintain the structure, the mechanicals, and the septic and water systems unless damage is due to negligence. The City shall provide capital improvements necessary to City owned facilities.

## SECTION 13. Relationship of Parties

The City shall perform its obligations under this agreement as an independent contractor for the Borough. The Borough shall not supervise or direct the City other than as provided in this agreement.

## SECTION 14. Mutual/Auto Aid

For the purposes of this contractual relationship between the Palmer Fire and Rescue and the GPFSA, there is no traditional mutual aid response to and from either the City or the GPFSA. It is agreed by both Parties that each response within the City of Palmer's jurisdiction will be considered a City incident, and all responses within the Greater Palmer Fire Service Area will be considered a Borough incident.

## SECTION 15. Nondiscrimination

In performing its duties under this contract, neither party may discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex or marital status, physical handicap, or status as a disabled veteran.

## SECTION 16. Insurance

The City agrees, at its own expense, to provide workers compensation insurance for all firefighting personnel. The City and the Borough shall provide vehicle liability for their respective vehicles, physical damage coverage on agreed to vehicles for the term of this agreement.

The City and the Borough agree to notify the other party immediately of any situation, incident or event that may cause a claim to be made against the other party. The City and the Borough agree to cooperate with one another in any accident or incident investigation and reporting required as a result of an incident involving the GPFSA.

#### SECTION 17. Financial Records

Expenditures of funds under this contract shall be made solely for the purpose of fulfilling the GPFSA's fire protection duties and obligations, and to the same extent as may be required by law governing all other expenditures of the City, shall be subject to independent audit.

#### SECTION 18. Additional Insurance

The City agrees to add the Borough as an additional insured to the same extent as it insures itself for professional liability, errors and omissions and excess coverage. The requirement that the Borough be an additional insured shall only be required for those activities by the City in providing fire protection services under this agreement.

#### SECTION 19. Assignment

Neither this contract nor any interest created hereby may be assigned by the City or the Borough without the express written consent of the Borough Manager or the City of Palmer Manager.

#### SECTION 20. Termination of Contract for Cause

If, through any cause, the City or Borough shall fail to fulfill its obligations under this contract, or shall violate any of the covenants, agreements, or stipulations of this contract, the Borough or City shall thereupon have the right to terminate this contract. The City or Borough should do so by giving written notice at least thirty (30) days before the effective date of such termination. In that event, all equipment, vehicles, supplies, reports or other materials that are the property of the Borough shall be returned to the Borough by the effective date of termination. All property of the City shall be returned to the City by the effective date of termination. The City shall refund to the Borough the prorated share of any monies paid to the City by the Borough for fire services under this agreement.

This contract shall be opened for negotiation if the City of Palmer annexes portions of the Greater Palmer FSA into the City of Palmer boundaries.

#### SECTION 21. Termination for Convenience of the Parties

Either party may terminate this contract for any reason or for no reason at any time by giving a ninety (90) day written notice to the other party of such termination and specifying the effective date of such termination. In that event, all equipment, vehicles, supplies, reports or other materials that are the property of the Borough shall be returned to the Borough by the effective date of termination.

All property of the City shall be returned to the City by the effective date of termination. The City shall refund to the Borough the prorated share of any monies paid to the City by the Borough for fire services under this Agreement.

#### SECTION 22. Contract Administration

- A. The Department of Emergency Services Director or their designee will be the representative of the Borough administering this agreement.
- B. The services to be furnished by the City shall be administered, supervised, and directed by the City of Palmer Fire Chief or their designee. In the event that the position named above or any of the positions identified under this contract are unable to serve for any reason, the City shall appoint a successor.

#### SECTION 23. Modifications

The Borough and the City may, from time to time, modify the scope and content of this Agreement. Agreements to modify must be in writing, executed by both parties.

#### SECTION 24. Complete Agreement

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 contract shall supersede all previous communications, representations, or agreements either oral or written, between the parties.

#### SECTION 25. 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.

If any provision of this agreement is determined to be void or invalid, the remaining provisions of the agreement shall be in full force and effect.

#### SECTION 26. Mutual Understanding

The Borough and the City acknowledge that both have read and understand the terms of this agreement, have had the opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will.

The covenants and conditions contained herein shall be the whole and complete agreement between the parties and shall apply to and bind the parties, their successors and assigns.

SECTION 27. Venue

The venue of any dispute that arises and results in the filing of a claim shall be the Third Judicial District, Palmer, Alaska.

IN WITNESS WHEREOF, the parties have executed this agreement at Palmer, Alaska, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**MATANUSKA -SUSITNA BOROUGH**

**CITY OF PALMER**

\_\_\_\_\_  
Mike Brown , Borough Manager

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



## **2024 Palmer Fire & Rescue Budget**

| <b><u>Line Item</u></b>    | <b><u>Description</u></b>     | <b><u>Budget</u></b>            |
|----------------------------|-------------------------------|---------------------------------|
| 01-13-10-6011              | Regular Salaries              | \$594,348.00                    |
| 01-13-10-6012              | Regular Benefits              | \$527,940.00                    |
| 01-13-10-6013              | PT Salaries                   | \$372,875.00                    |
| 01-13-10-6015              | Regular Overtime              | \$24,000.00                     |
| 10-13-10-6019              | Leave Expense                 | \$5,000.00                      |
| 01-13-10-6023              | Subscriptions & Dues          | \$8,000.00                      |
| 01-13-10-6024              | Travel                        | \$16,000.00                     |
| 01-13-10-6026              | Training                      | \$44,000.00                     |
| 01-13-10-6027              | Legal Fees                    | \$3,000.00                      |
| 01-13-10-6029              | Services                      | \$16,000.00                     |
| 01-13-10-6030              | Contractual Services          | \$32,000.00                     |
| 01-13-10-6031              | Telephone                     | \$20,000.00                     |
| 01-13-10-6032              | Power                         | \$13,000.00                     |
| 01-13-10-6033              | Heat                          | \$12,000.00                     |
| 01-13-10-6034              | Water/Sewer/Garbage           | \$5,000.00                      |
| 01-13-10-6035              | Fuel                          | \$40,000.00                     |
| 01-13-10-6036              | Rental & Lease                | \$22,700.00                     |
| 01-13-10-6037              | Insurance                     | \$46,416.00                     |
| 01-13-10-6038              | Vehicle Insurance             | \$18,500.00                     |
| 01-13-10-6041              | Office Supplies               | \$5,000.00                      |
| 01-13-10-6043              | Uniform Expenditure           | \$20,000.00                     |
| 01-13-10-6044              | Operating Supplies            | \$12,000.00                     |
| 01-13-10-6045              | Repair & Maintenance          | \$23,000.00                     |
| 01-13-10-6046              | Small Tools & Equipment       | \$30,000.00                     |
| 01-13-10-6048              | Janitorial Supplies           | \$1,500.00                      |
| 01-13-10-6053              | Equipment                     | \$35,000.00                     |
| 01-13-10-6054              | Office Equipment              | \$24,000.00                     |
| 01-13-30-6045              | Building Repair & Maintenance | \$23,000.00                     |
| 01-13-80-6042              | Vehicle Supplies              | \$30,000.00                     |
| Total:                     |                               | \$2,024,279.00                  |
| City-only Obligations:     |                               | \$117,616.00                    |
| Rescue Contract:           |                               | \$88,000.00                     |
| Total of Remainder:        |                               | \$1,818,663.00                  |
| MSB Obligation:            |                               | \$1,182,130.95 65% of Remainder |
| City of Palmer Obligation: |                               | \$754,148.05                    |

2024 Palmer Fire Budget: \$2,024,279.00

|                            | <b><u>Contract Comparison*</u></b> |                          |
|----------------------------|------------------------------------|--------------------------|
|                            | <b>Existing Contract</b>           | <b>Proposed Contract</b> |
| City-only Obligations:     | \$64,916                           | \$117,616                |
| Rescue Contract:           | \$50,000                           | \$88,000                 |
| Total of Remainder:        | \$1,909,363                        | \$1,818,663              |
| MSB Obligation:            | \$954,682                          | \$1,182,131              |
| City of Palmer Obligation: | \$1,019,598                        | \$754,148                |

\* MSB operates on a fiscal year, beginning July 1 of each year



H. 3.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** Chad Cameron, Fire Chief

**Department:** Fire Department

**Agenda Category:** Resolution

**Legislation Number:** Resolution No. 24-008

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**Subject**

A Resolution of the Palmer City Council Authorizing the City Manager to Allocate \$125,000 to Create a Fleet Replacement Fund for Palmer Fire and Rescue

**Summary Statement/Background**

Palmer Fire & Rescue recognizes the critical importance of maintaining a reliable and efficient fleet to ensure the safety and well-being of our community. The current state of our firefighting vehicles and equipment poses challenges in terms of both operational effectiveness and fiscal responsibility. To address these concerns, we propose the establishment of a Fleet Replacement Fund, dedicated to systematically replacing aging vehicles and equipment. This fund will not only enhance our emergency response capabilities but also allow for long-term planning of apparatus replacement.

Funding to create and continue contributing to the Fleet Replacement fund would come from a portion of the cost savings from the proposed Matanuska-Susitna Borough and City of Palmer Fire Emergency Response contract.

**Administration's Recommendation:**

Approve Resolution No. 24-008.

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**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$125,000

**Legislation creates expenditure in the amount of:** \$125,000

**Budgeted Y/N?:** N

**Line Item(s):** 01-01-70-6078 Transfer to Other Funds, 09-00-00-3673 Transfer from other funds, 09-01-13-6055 Fire Fleet Replacement

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**Attachments**

Resolution 24-008 - PFR Fleet Replacement Fund

2024 City Contribution Comparison

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**LEGISLATIVE HISTORY**

Introduced by:

Date:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-008**

**A Resolution of the Palmer City Council Authorizing the City Manager to Allocate \$125,000 to Create a Fleet Replacement Fund for Palmer Fire & Rescue**

WHEREAS, the City of Palmer Fire & Rescue plays a crucial role in ensuring the safety and well-being of the community by responding to emergencies and providing essential services; and

WHEREAS, the current fleet of firefighting vehicles and equipment owned by the City of Palmer Fire & Rescue is aging and requires regular maintenance, resulting in increased operational costs and potential safety concerns; and

WHEREAS, establishing a dedicated Fleet Replacement Fund will enable the City of Palmer Fire & Rescue to systematically replace outdated vehicles and equipment, ensuring the maintenance of a modern and reliable firefighting fleet; and

WHEREAS, a Fleet Replacement Fund will contribute to the overall efficiency and effectiveness of the City of Palmer Fire & Rescue in responding to emergencies, protecting lives, and preserving property;

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1: Establishment of the Fleet Replacement Fund

- (a) The City of Palmer Fire & Rescue shall establish a Fleet Replacement Fund for the purpose of acquiring and replacing firefighting vehicles.
- (b) The Fleet Replacement Fund shall be a separate account within the City of Palmer Fire & Rescue's budget, and all monies allocated or transferred to this fund shall be used exclusively for the acquisition and replacement of firefighting vehicles and equipment.

Section 2: Funding Mechanism

- (a) An annual allocation of \$125,000 shall be earmarked from the Palmer Fire Department's budget to the Fleet Replacement Fund.
- (b) Additional funds may be transferred to the Fleet Replacement Fund from grants or other revenue sources specifically designated for fleet replacement.

### Section 3: Use of Funds

- (a) Funds from the Fleet Replacement Fund may be used for the purchase of new firefighting vehicles, equipment upgrades, and the regular replacement of aging or obsolete vehicles and equipment.
- (b) The Palmer Fire Chief or their designated representative shall be responsible for assessing the fleet's condition and determining the priority for replacement based on safety, reliability, and operational needs.

**Approved** by the Palmer City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

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



2024 Palmer Fire Budget: \$2,024,279.00

|                            | <b><u>Contract Comparison*</u></b> |                          |
|----------------------------|------------------------------------|--------------------------|
|                            | <b>Existing Contract</b>           | <b>Proposed Contract</b> |
| City-only Obligations:     | \$64,916                           | \$117,616                |
| Rescue Contract:           | \$50,000                           | \$88,000                 |
| Total of Remainder:        | \$1,909,363                        | \$1,818,663              |
| MSB Obligation:            | \$954,682                          | \$1,182,131              |
| City of Palmer Obligation: | \$1,019,598                        | \$754,148                |

\* MSB operates on a fiscal year, beginning July 1 of each year



H. 4.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** John Diument, Airport Superintendent

**Department:** City Manager's Office

**Agenda Category:** Resolution

**Legislation Number:** Resolution No. 24-009

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**Subject**

A Resolution of the Palmer City Council Authorizing the City Manager to Create a Seasonal Airport Equipment Operator Position

**Summary Statement/Background**

The Palmer Airport is the longest runway between Merrill Field and Fairbanks International. It is the primary medical evacuation airport in the Mat-Su Borough and is the disaster relief airport for the Borough. The airport has also been growing over the last decade and houses several businesses that need the runway to be plowed in a timely manner in order to effectively operate.

The Palmer Airport airport is currently priority number three on the City's list of snow removal priorities, behind main arteries and feeder routes, and ahead of residential neighborhoods. Allowing the airport to remove snow itself will not only allow it to open quicker, but will also aid the City in removing snow elsewhere.

In addition, Federal Aviation Administration Grant Assurances require that the City maintain the airport in a safe and serviceable condition. To that end, the FAA has funded the purchase of a grader, a snowblower, a loader, and an end dump.

Funding exists in the Airport Enterprise Fund under Part-time Salaries for 2024. These funds have been budgeted for a few years for Public Work's groundskeeper services during the summer months. In the past few years, this cost has been under \$4,000.00 annually. The remainder of the budgeted funds would be used for On Call Equipment Operator. If additional funds are needed later on in the year, additional legislation will be brought forward for a budget increase.

**Administration's Recommendation:**

The administration recommends creating the new position and funding it with the airport's enterprise fund.

---

**Fiscal Impact**

**Total Amount of funds listed in this legislation:** 23,400

**Legislation creates expenditure in the amount of:** 23400

**Budgeted Y/N?:** y

**Line Item(s):** 03-01-10-6013

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**Attachments**

Airport Operator Job Description

Seasonal Equipment Operator Resolution 23-009

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CITY OF PALMER  
Job Description and Specifications

**Job Title:** Equipment Operator  
**Department:** Airport  
**Reports to:** Airport Superintendent  
**Classifications:** FLSA Non-Exempt

**Revision Date:** 12/20/2023  
**Salary Level:**

**I. General Functions:**

The employee occupying this position is responsible for the safe and efficient operation of heavy and light equipment for maintenance, repair, and snow removal on City of Palmer airport runways taxiways, and parking aprons.

**II. Distinguishing Characteristics:**

The Equipment Operator is responsible for safe and efficient operation of equipment. Work is performed with some independence within prescribed guidelines standards, and procedures. Individual judgment is particularly important in situations where dangerous construction and weather conditions are involved.

**Supervision Received:**

General supervision is received from the Airport Superintendent who reviews work for standards of accuracy, compliance with prescribed procedures, thoroughness, and quality.

**Supervision Exercised:**

Supervision is not a normal responsibility of this position.

**External Visibility/Contact:**

Contact with businesses, residents, dispatch center, and city staff in completing assigned work where occasional complaints may require tactful and courteous communication.

**Working Conditions Environment:**

Frequent exposure to disagreeable conditions such as extreme cold and loud equipment. Occasional exposure to extreme hazardous conditions such as high winds, and electrical high voltage. Frequent heavy physical exertion in lifting or moving equipment and in work requiring awkward positions using tools and equipment. Occasional digging or equipment operation using full body exertion. Must be able to lift up to 60 pounds.

**III. Essential Functions and Duties:**

1. Operate heavy equipment (grader, backhoe, front-end loader, snow blowers, brush hog attachments etc.) for maintenance, repair and construction of streets, drainage ditches, airport runway and parking areas in a safe skillful manner.

2. Perform manual labor as required in construction, repair and maintenance of city equipment, signs, roadways and airport facilities.
3. Perform light maintenance on airport lighting equipment, navigational aids, and signage.
4. Perform light maintenance on city and airport buildings as directed, to include painting, light remodeling, drywall replacement, replacement of fixtures both plumbing and electrical, maintenance and cleaning of heating systems coil units, air handlers, boilers, filter changes, interior and exterior door maintenance cypher code lock changes, and carpentry.
5. Perform routine minor maintenance on city equipment as required for safe operation, grease, check oil levels, tire change, rebuilding tire chains, cutting edge replacement, installing & uninstalling snowplows, and snow gates on equipment.
6. Perform on-call work on weekends and emergency call outs as required by the Airport Superintendent.
7. Occasionally perform work outside the airport under the supervision of the Public Works Director and Public Works Superintendent.
8. Perform other related duties as assigned by the Airport Superintendent.

#### **IV. Knowledge, Skills, Experience, and Personal Qualifications**

- High school diploma or general education degree (GED).
- Current valid State of Alaska Class A or Class B Commercial Driver's License with acceptable driving record.
- Ability to operate various pieces of heavy equipment in a safe and efficient manner with a minimum of three (3) years experience. Experience with snow removal desirable.
- Ability to use judgment with the provision of periodic preventive maintenance as well as in determination of costs and benefit of repair versus replacement of equipment.
- Ability to understand OSHA job specific requirements and working knowledge of SDS sheets to perform safety sensitive assigned tasks.
- Skill in the safe usage of front loaders, snow blowers, and graders, as required by the position.
- Ability to work as a member of a team of staff working towards a common goal.
- Ability to meet attendance requirements for the position.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY PERSON(S) ASSIGNED TO THIS POSITION. THEY ARE NOT INTENDED TO BE AN EXHAUSTIVE LIST OF ALL DUTIES, RESPONSIBILITIES AND SKILLS REQUIRED OF PERSONNEL IN THIS POSITION. ALL REQUIREMENTS ARE SUBJECT TO POSSIBLE MODIFICATION TO REASONABLY ACCOMMODATE INDIVIDUALS WITH DISABILITIES.

|                   | <u>Initials</u> | <u>Date</u> |
|-------------------|-----------------|-------------|
| Employee Received | _____           | _____       |
| Director:         | _____           | _____       |
| HR:               | _____           | _____       |
| City Manager:     | _____           | _____       |

**LEGISLATIVE HISTORY**

Introduced by:

Date:

Action:

Vote:

Yes:

No:

CITY OF PALMER, ALASKA

**Resolution No. 24-009**

**A Resolution of the Palmer City Council Authorizing the City Manager to create a new position of Equipment Operator at the Warren "Bud" Woods Palmer Municipal Airport.**

WHEREAS, the Palmer Municipal Airport is the primary medical evacuation and natural disaster relief airport in the Matanuska-Susitna Borough; and

WHEREAS, multiple businesses at the airport depend on the airport being open; and

WHEREAS, compliance with Federal Aviation Administration grant assurances require the timely removal of snow and ice; and

WHEREAS, the City of Palmer's snow removal prioritization places the airport in third position; and

WHEREAS, adequate funding exists in the airport budget for the creation of a Seasonal Equipment Operator.

NOW, THEREFORE, BE IT RESOLVED by the Palmer City Council hereby Authorizing the City Manager to create a new position of Seasonal Equipment Operator at the Warren "Bud" Woods Palmer Municipal Airport for the purpose of snow removal.

**Approved** by the Palmer City Council this 9<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Steven J Carrington, Mayor

\_\_\_\_\_  
Shelly Acteson, MMC, City Clerk



**Palmer City Council Meeting**

I. 1.

**Meeting Date:** 01/09/2024**Submitted For:** Jude Bilafer, Public Works Director**Department:** Public Works**Agenda Category:** Action Memorandum**Legislation Number:** AM 24-001

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**Subject**

Authorizing the City Manager to Negotiate a Contract with The Plug Hug, LLC in the amount of \$23,918.60, for the Plug Hug Fire Hydrant Cleaning System and a Hydraulic Drive Motor Kit.

**Summary Statement/Background**

As the City of Palmer's water system continues to expand, there is an increased requirement for fire hydrants. Each fire hydrant must be routinely maintained to ensure proper operation. This maintenance requirement is significant and is very time-consuming. With almost 550 hydrants on the City's water system, City employees need a better system to maintain fire hydrants. Quotes for a maintenance system designed for fire hydrants were solicited. The Plug Hug offers a system that completely strips a hydrant of all paint, rust, and any other corrosion in 3--5 minutes. This system gives a single operator the ability to efficiently and effectively de-scale and prep triple the number of hydrants normally done in a day. This will provide the City of Palmer with a proactive and highly effective program for servicing and maintaining our fire hydrants system-wide while decreasing employee time.

**Administration's Recommendation:**

Approve Action Memorandum No. 24-001.

---

**Fiscal Impact**

**Total Amount of funds listed in this legislation:** \$23,918.60

**Legislation creates expenditure in the amount of:** \$23,918.60

**Budgeted Y/N?:** Y

**Line Item(s):** 02-01-10-6045

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**Attachments**

Plug Hug Proposal

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The Plug Hug, LLC  
PO Box 386  
Bellville, OH 44813

November 17, 2023

Mr. Matthew Midgett  
Utilities Forman  
City of Palmer  
231 Evergreen Ave.  
Palmer, AK 99645  
RE: The Plug Hug Fire Hydrant Cleaning System

Mr. Midgett,

Thank you very much for the opportunity to provide our proposal for the Plug Hug Fire Hydrant Cleaning System to the City of Palmer fire hydrant maintenance program.

This quote includes the Plug Hug PH-300D descaling unit and the required hydraulic drive motor and mount for field operations with your CASE 321F Wheel Loader.

The Plug Hug Fire Hydrant Cleaning System has brought innovation to the industry through the creation of the “**SEE**” Program Management model for preparing fire hydrants for paint and clearing plowed under fire hydrants in locations impacted by winter weather.

The Plug Hug attaches to a Hydraulic Auger Drive Motor mounted on a Skid Steer, Backhoe, Wheel Loader, or Mini-Excavator to create a mechanized process that results in:

- **Safety Zone:** Eliminates hand, eye, back injuries and traffic hazards by removing team members from the roadway. Replaces the “hands-on” process of abrasive/water blasting, angle/needle grinders and manual brushes (or hand shoveling snow from buried fire hydrants in winter).
- **Efficient Resource Management:** Reduces project workforce hours, clean-up and material cost up to 60%. Returns budget resources to department operations for critical projects
- **Effective Performance Results:** the simple and highly effective mechanized descaling process meets or exceeds industry substrate preparation requirements and best practices. The result is excellent adhesion for paint materials applied to the fire hydrant to create a solid and durable coating.

The Plug Hug makes a fire hydrant “Paint Ready” in 3-5 minutes, giving a single operator the ability to descale and prep 15 to 20 fire hydrants per hour. This will provide your department with a pro-active and highly effective program for maintaining your fire hydrants system wide.



The Plug Hug, LLC  
PO Box 386  
Bellville, OH 44813

Our customers service their fire hydrants in a shorter and safer project timeline than ever before, and based on current methods, have cut project costs up to 60% by greatly reducing labor hours, the high cost of materials, and cleanup while eliminating hand, eye and back injuries.

The Plug Hug Fire Hydrant Cleaning System replaces the costly, cumbersome and unsafe methods of “hands-on” fire hydrant cleaning and paint removal, known to be: toxic solvents, sand/abrasive blasting, pressure washing, hand held electric grinders/wire whips and manual wire brushes.

A two-team crew comprised of one operator, using the Plug Hug PH-300D to make fire hydrants “Paint Ready” in 3-5 minutes, and one team member applying paint, while providing traffic control, will create a highly effective and efficient “one trip - one touch” project management process.

Your department will gain real and specific value through new functionality that reduces project costs and increases team member safety when maintaining and servicing fire hydrants for your community.

The Plug Hug Fire Hydrant Cleaning System will give you a pro-active management roadmap for maintenance projects, mitigating safety risks, reducing budget requirements, and improving public perception by making your fire hydrants look great all year long.

Attached please find:

- The Plug Hug Company Brochure
- Operational Overview
- Sole Source Vendor Letter
- Manufacturer Warranty
- Customer Reference List
- Plug Hug, LLC IRS Form W-9
- The Plug Hug Price Quote

We look forward to working with you and consider it a great privilege to have the City of Palmer as a Plug Hug customer.

Best regards,

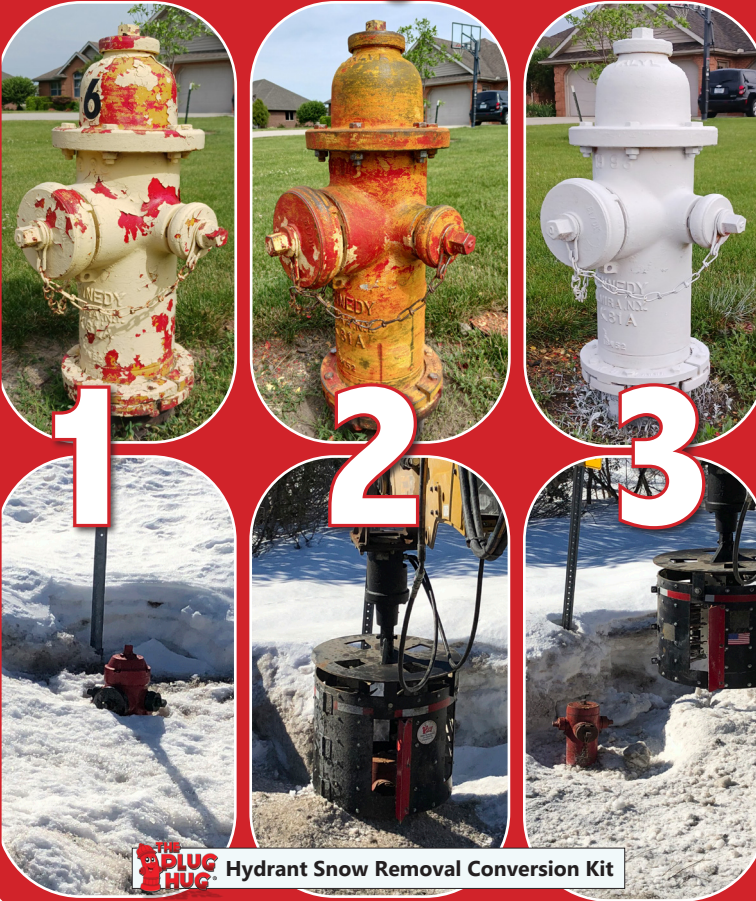
Douglas Marshall  
Chief Operations Officer  
(719) 313 2791  
[douglasmarshall@theplughug.com](mailto:douglasmarshall@theplughug.com)



# FIRE HYDRANT CLEANING SYSTEM



## As Easy As...



**The Plug Hug Fire Hydrant Cleaning Systems** is the amazing new way to make fire hydrants "Paint Ready" in 2 minutes and to clear snow covered and plowed under fire hydrants in 60 seconds.

The patented design is easy to use as an attachment with the common skid steer, mini-excavator or backhoe. A single operator can prepare 20 to 30 hydrants per hour for paint and clear 30 to 40 hydrants per hour from snow and ice.

When compared to current methods, customers can reduce project costs by as much as 60% by greatly reducing labor hours, the high cost of materials and clean-up. Additionally, **The Plug Hug** eliminates hand, eye and back injuries associated with "hands-on" methods of descaling fire hydrants for painting and clearing hydrants of snow and ice.

The low cost and high rate of production makes **The Plug Hug** a very beneficial asset for your operations and community year round.



See our LIVE DEMO videos  
[www.facebook.com/theplughug](http://www.facebook.com/theplughug)

[www.theplughug.com](http://www.theplughug.com)

Contact: Douglas Marshall • 719-313-2791 • [douglasmarshall@theplughug.com](mailto:douglasmarshall@theplughug.com)





## MACHINE & HYDRAULIC DRIVE REQUIREMENTS

- Max PSI 3000
- Torque: 1,040 ft/lbs.
- Max Torque < 4000 ft/lbs.
- Speed & Flow: 38 RPM @ 8 GPM
- Drive shafts: 2" Hex or 2 9/16" Rnd.
- Min. 6500 GVWT for Skid Steer, Backhoe, Excavator, Mini Loader
- Hydraulic Motor Support Required (Bracket, Chain & Ratchet Binder)
- Tracked Machine Recommended

# SPECIFICATIONS

**The Plug Hug Operation:** Patented design brings simplicity to operations with a standard hex receiver for attachment to your hydraulic auger drive and the ability to work on any style of fire hydrant. The Plug Hug contains 6 steel descaling panels, with 8 steel cables each, to create approximately 8,000 needle endpoints to strip paint, rust and debris in 2 minutes without having to remove cap chains. For snow covered or plowed under hydrants easily change out the descaling panels with snow panels which have short and stubbed cables, that do not touch the hydrant, to clear snow and ice from hydrants in 60 seconds leaving a 4 ft. diameter access area for Firefighters and Public Works/Utility Crews.

**The Plug Hug Maintenance:** Patented design brings simplicity to maintenance with a removable lid and a clam shell design for the main housing that spreads open to provide easy access for servicing cable assemblies or to change out the descaling panels for the snow removal panels in just minutes!

## The Plug Hug Eliminates:

- Up to 60% of your project costs by greatly reducing labor, materials and clean-up
- Unsafe and cumbersome methods of cleaning and clearing fire hydrants
- Public safety risks associated with inaccessible fire hydrants in winter emergencies
- Residents, Firefighters or Public Works/Utility Crews shoveling out fire hydrants in winter

## Cost Comparison Chart: Based on 1,000 fire hydrant project sample

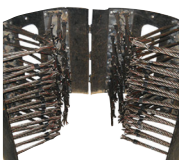
- Fully-loaded labor rates and equipment costs based on industry averages
- Material usage calculations = costs divided by number of hydrants in project sample size

| Hydrant Cleaning Methods                  | Manual 1 Laborer @ \$25 hr ea | Compressor w/ Truck 2 Laborer @ \$55 hr ea | Skid Steer, Backhoe 1 Laborer @ \$55 hr | The Plug Hug   | Abrasive Material | Protective Material Clothing Equip. | Material Debris Clean Up | Cost Per Hydrant | Hours to complete project |
|---|-------------------------------|--|---|----------------|-------------------|-------------------------------------|--------------------------|------------------|---------------------------|
| Sand/Abrasive Blasting 1 Hydrant = 1 Hour | 0                             | \$110.00                                   | 0                                       | 0              | \$3.75            | \$5.50                              | \$5.50                   | \$124.75         | 1,000                     |
| Grinders / Wire Whips 1 Hydrant = 1 Hour  | 0                             | \$110.00                                   | 0                                       | 0              | 0                 | \$5.50                              | \$5.50                   | \$121.00         | 1,000                     |
| Manual Wire Brush 1 Hydrant = 2 Hour      | \$50.00                       | 0  | 0                                       | 0              | 0                 | \$5.50                              | \$5.50                   | \$ 61.00         | 2,000                     |
| <b>THE PLUG HUG 20 Hydrants = 1 Hour</b>  | <b>0</b>                      | <b>0</b>                                   | <b>\$2.75</b>                           | <b>\$15.50</b> | <b>0</b>          | <b>0</b>                            | <b>0</b>                 | <b>\$ 18.25</b>  | <b>50</b>                 |

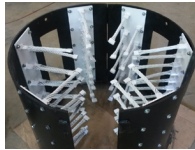
\*Plug Hug per hydrant rate reduces incrementally for projects over 500 unit sample as a fixed cost device (e.g. 1000 hydrants reduces per unit rate from \$19.60 to \$9.80, etc.)



Standard industry Hex Drive



Paint Removal System



Snow Removal System



Cable Panel



Individual Cable



Inside of Plug Hug after 500 hydrant cleaning cycles. Notice lack of any wear on cable assemblies.

**For a Demo, Cost Analysis or Proposal Contact: Doug Marshall [douglasmarrshall@theplughug.com](mailto:douglasmarrshall@theplughug.com) / 719 313 2791**

# AWARDS & TESTIMONIALS

## APWA Members voted The Plug Hug "Best New Product Award 2015"



The Plug Hug received the "Best New Product Award 2015" as voted by the APWA Member attendees at the 2015 APWA Congress & Expo held in Phoenix AZ from Aug 30 – Sept 2.

The conference included the "New Product Showcase" for new products serving the Public Works community and The Plug Hug was one of several entries on display to over 5,000 APWA member attendees.

*Pictured are: APWA National President Brian R Usher, PWLF (Center) Plug Hug CEO/Inventor Terry Byrne (Right) and Chief Operations Officer Douglas Marshall (Left)*



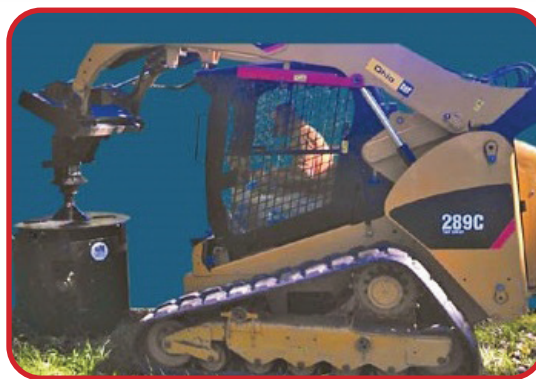
Bill Bishop  
Butler County Waterline  
Maintenance Manager  
Hamilton, Ohio

"The Plug Hug is the only tool on the market that takes the undesirable chore of cleaning and prepping a hydrant for painting to a paint ready hydrant in 60 seconds with no clean up, which ultimately increases productivity and job satisfaction."



John Barrett  
Supt. of Public Works  
Village of Avon, N.Y.

"I was very pleased with the performance of the Plug Hug in our fire hydrant maintenance program. The wear on the brushes in the Plug Hug itself was very minimal and my crew was very happy to not be using hand operated wire brushes to prepare the hydrants for painting."



**"We Make Descaling Hydrants Easy & Safe"**



[www.theplughug.com](http://www.theplughug.com)  
[www.facebook.com/theplughug](https://www.facebook.com/theplughug)

Contact: Douglas Marshall • 719-313-2791 • [douglasmarrshall@theplughug.com](mailto:douglasmarrshall@theplughug.com)



# PRICING



## The Plug Hug Fire Hydrant Cleaning System

Makes Hydrants "Paint Ready" in 2 Minutes and Clears Snow Covered and Plowed Under Hydrants in 60 Seconds

The Plug Hug is a Patented and Trademarked system invented by Terry Byrne and manufactured and distributed exclusively by PLUG HUG, LLC for Public Utilities, Public Works, Fire Departments and other Government entities. The Plug Hug is available to 3rd party service providers through our Contractor Program, please call for details. The Government Entity pricing listed below ensures all customers receive the lowest price on a fair and equal basis.

| PLUG HUG PURCHASE PRICING   | PLUG HUG RENTAL & FIELD SERVICES PRICING  |
|---|---|
| <b>Plug Hug Fire Hydrant Paint Removal System.....\$ 15,500</b><br>- Terms: Due Upon Receipt<br>- Order Method: Verifiable Purchase Order   | <b>Plug Hug Descaling Unit Rental.....\$4,895</b><br>Hydraulic Drive Motor.....\$ 800<br>- Terms: Pre-Pay First Month<br>- Order Method: Verifiable Purchase Order / Credit Card<br>(additional monthly payment due every 30 days)    |
| <b>Plug Hug Fire Hydrant Snow Removal System .....\$ 15,500</b><br>- Terms: Due Upon Receipt<br>- Order Method: Verifiable Purchase Order   | <b>Plug Hug Snow Removal Unit Rental.....\$4,895</b><br>Hydraulic Drive Motor.....\$ 800<br>- Terms: Pre-Pay First Month<br>- Order Method: Verifiable Purchase Order / Credit Card<br>(additional monthly payment due every 30 days) |
| <b>Plug Hug Paint &amp; Snow Removal Package .....\$ 18,895</b><br>(Includes Fire Hydrant Paint & Snow Removal Systems)<br>- Terms: Due Upon Receipt<br>- Order Method: Verifiable Purchase Order           | <b>Hydraulic Drive Motor Purchase Price</b><br>-Hydraulic Drive Motor-Skid Steer.....\$4,895<br>-Hydraulic Drive Motor-Backhoe/Mini-Ex.....\$6,895  |
| <b>Plug Hug Snow Removal Conversion Kit .....\$ 4,895</b><br>(Paint Removal System Needed For Conversion Kit)<br>- Terms: Due Upon Receipt<br>- Order Method: Verifiable Purchase Order                     | <b>Plug Hug Field Services.....\$ 39.95 Per Hydrant</b><br>(300 Hydrant Min.)<br>Plug Hug Field Services Descals & Prepares Fire Hydrants for Paint.<br>(Does Not Include Painting)   |
| <b>Plug Hug Replacement Parts</b><br>- Terms: Due Upon Receipt / Credit Card<br>-Descaling Cable .....\$ 45<br>-Assembly Plate w/ Cables .....\$ 895<br>- Assembly Plate w/ Cable Kit (Qty. 6).....\$ 4,895 | <b>3rd Party Contractors.....Call for Quote</b>   |

All Shipping Charges For Purchase and Rental Programs Are FOB Lexington, OH  
 Rental Programs Are Not Eligible For Pro-Rated or Partial Month Billing

The Plug Hug, LLC PO Box 386 Bellville, OH 44813-9998



719-313-2791 • douglasmarshall@theplughug.com • www.theplughug.com



The Plug Hug, LLC  
PO Box 386  
Bellville, OH 44813-9998

## The Plug Hug Operational Overview

Table 1: Required components, model numbers and unit pricing for Plug Hug operational use

| Qty. | Description   | Model # | Price                |
|------|---|---------|----------------------|
| 1    | Backhoe / Skid Steer: 6500lb GVWT Minimum                           | TBD     | Customer Provided    |
| 1    | Planetary Hydraulic Auger Drive Motor (See "Specifications" page 2) | TBD     | Customer Provided    |
| 1    | Coupler to secure Hydraulic Auger Drive to Skid Steer / Backhoe     | TBD     | Customer Provided    |
| 1    | Hydraulic Auger Drive Swing Stop Bracket (Bobcat Only)              | 6811444 | Customer Provided    |
| 1    | Hydraulic Auger Drive Safety Support Kit (Chain & Ratchet Binder)   | PH-HDSK | Included - No Charge |
| 1    | Plug Hug Fire Hydrant Cleaning System                               | PH-300  | \$15,500.00          |

The Plug Hug **MUST BE SECURED** to operate properly. Failure to do so is the responsibility of the customer and the manufacture **IS NOT** liable for any damage to equipment, fire hydrants or property.

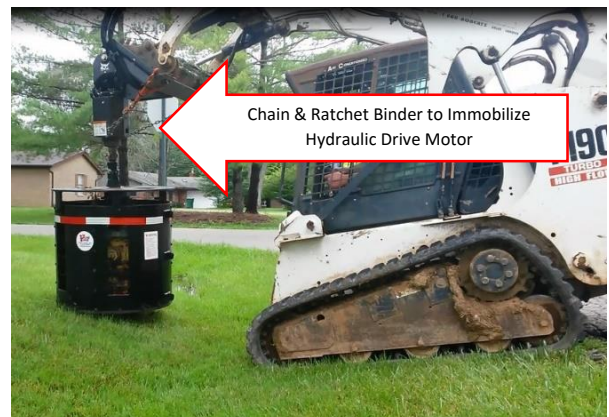
Please visit [www.theplughug.com](http://www.theplughug.com) or [www.facebook.com/theplughug](http://www.facebook.com/theplughug) to view videos of a properly attached and secured Plug Hug Fire Hydrant Cleaning System.

The pictures below represent a properly attached and secure Plug Hug when used with a backhoe or skid steer configuration.

Backhoe Configuration



Skid Steer Configuration



The Backhoe coupler connects to, and secures, the Hydraulic Auger Drive Motor to the arm of the backhoe to prevent tracking (side to side) or pitch (front to back).

The Skid Steer chain (5/16, 6ft with hooks) is attached to each side of the quick-attachment plate using the hooks with the chain positioned under the Hydraulic Auger Drive Motor housing and in front of the male receiver connection. The 5/16 ratchet binder is then attached to the chain and made as tight as possible by removing all slack to prevent tracking (side to side) or pitch (front to back) from the Hydraulic Auger Drive Motor.

Please note: All Bobcat brand Hydraulic Auger Drive Motors should also be equipped with the Bobcat Swing Stop Bracket # 6811444 (referenced in Table 1 above).



The Plug Hug, LLC  
PO Box 386  
Bellville, OH 44813-9998

## G70 Binder Chain & Ratchet Chain Binder Spec Sheet



Description: 5/16 in. Grade 70 Binder Chain

A chain assembly that is fitted with two grab hooks, one at each end of the chain. The Transport chain used in this assembly is available in a yellow chromate finish that allows the Department of Transportation inspectors to easily determine the grade of the chain being used to secure a load. Binder Chains are used for logging, towing, and load securement.

- 6 Ft Length Estimated Cost: \$45.99 - Steel
- Link Width: 1-2/7 in.
- Link Length: 4/9 in.
- Working Load Limit: 4700 lb.
- Finish: Yellow Chromate
- Limited warranty



Description: 5/16 in. Ratchet Binder

Ratchet Binder is forged with an orange powder coated finish. This binder has ratchet activated tightening.

- Ratchet Binder Estimated Cost: \$69.99 - For use in securing loads.
- High Quality Carbon Steel ASTM 1045 - Finish: Powder Coat - Weight
- Capacity: 2600 lb.
- Limited warranty

[WWW.THEPLUGHUG.COM](http://WWW.THEPLUGHUG.COM)





The Plug Hug, LLC  
PO Box 386  
Bellville, OH 44813-9998

## Hydraulic Drive Motor Safety Support Kit

### Skid-Steer - Chain & Ratchet Binder Set-Up Instructions





The Plug Hug, LLC  
PO Box 386  
Bellville, OH 44813-9998

## THE PLUG HUG Fire Hydrant Cleaning System Sole Source Vendor Verification

UNITED STATES Patent and Trademark Office Patent 61/648300, CANADIAN Intellectual Property Office (CIPO) Patent 2,873,523 and UNITED STATES Internal Revenue Service EIN 81-1609774.

The purpose of this letter is to confirm, for quoting and purchasing activities, that Terry Byrne is the sole inventor, manufacturer, distributor and servicer of THE PLUG HUG Fire Hydrant Cleaning System through The Plug Hug, LLC with offices and manufacturing located in Lexington, Ohio.

THE PLUG HUG Fire Hydrant Cleaning System provides specific, unique and one-of-a-kind design and functionality that has not been previously known to the marketplace and there are no comparative competitive products.

THE PLUG HUG Fire Hydrant Cleaning System enables the device operator to descale, clean and clear debris from fire hydrants for painting preparation and for the removal of snow and ice from snow covered and plowed under fire hydrants ensuring Firefighter access to fire hydrants during public safety emergencies.

THE PLUG HUG Fire Hydrant Cleaning System eliminates hand, eye and back injuries associated with "hands-on" fire hydrant cleaning and descaling methods for painting preparation and snow removal.

THE PLUG HUG Fire Hydrant Cleaning System replaces the costly, cumbersome and unsafe methods of fire hydrant paint removal, known to be: toxic solvents, sand/abrasive blasting, pressure washing, hand held electric grinders/wire whips and manual wire brushes.

THE PLUG HUG Fire Hydrant Cleaning System replaces the inefficient, ad hoc and high risk public safety method of snow and ice removal from fire hydrants, known to be: manual hand shoveling by District/Department Employees, First Responders, Home Owners and Business Owners.

THE PLUG HUG Fire Hydrant Cleaning System provides risk mitigation and financial value by ensuring operational readiness and cost reductions, as a dual use device, for maintaining fire hydrants within the responsible District/Departments system.

[WWW.THEPLUGHUG.COM](http://WWW.THEPLUGHUG.COM)





**PLUG HUG, LLC**  
**PO Box 386**  
**Bellville, OH 44813**

## **THE PLUG HUG, LLC**

### **Manufacturer Warranty**

The Plug Hug, LLC warrants this product to be free from defects in workmanship and materials, under normal operational use and conditions, for a period of time as referenced below for specific components, from the original invoice date.

The manufacturer agrees, at its option during the warranty period, to repair or replace any defect in material or workmanship or to furnish a repaired or refurbished product of equal value in exchange without charge, except for applicable shipping charges, to the Customer.

Said repair or replacement is subject to verification of the defect or malfunction and assessment of proper operational use and care by the customer. Proof of purchase will be confirmed by Plug Hug Invoice, Customer PO and Proof of Delivery receipt.

#### **WARRANTIED COMPONENTS:**

- The manufacturer warrants the main Plug Hug Canister Housing (Part # BPH-008) against manufacturing and material defects for Five (5) years.
- The manufacturer warrants the main Plug Hug Lid (Part # BPH-003) against manufacturing and material defects for Five (5) years.
- The manufacturer warrants the Assembly Plate with Ten (10) 16" Wire Rope Cables (Part # BPH-007) against manufacturing and material defects for Ninety (90) days.

#### **WARRANTY LIMITATIONS:**

- Any condition resulting from other than ordinary residential wear or any use for which the product was not intended, such as use in rental, trade or commercial use with a 3<sup>rd</sup> party government or contracting entity.
- Any condition resulting from the failure of Customer to follow manufacturer safety procedures, including but not limited to, Hydraulic Motor Safety Chain and Ratchet Binder for Skid Steer Platforms and Properly Blocked/Secured Hydraulic Auger Driver Motor for Backhoe and Mini-Excavator Platforms.
- Any condition resulting from incorrect or inadequate maintenance or care
- Any non-OEM, used or aftermarket components obtained or used by the customer
- Damage resulting from misuse, abuse, negligence, accidents or shipping damage

**[WWW.THEPLUGHUG.COM](http://WWW.THEPLUGHUG.COM)**



**PLUG HUG, LLC**  
**PO Box 386**  
**Bellville, OH 44813**

## **THE PLUG HUG, LLC**

### **Manufacturer Warranty**

- Damages incurred during transportation
- Damages incurred during assembly or maintenance
- Dissatisfaction due to buyer's remorse
- Normal wear and tear

The Company makes no express warranty or condition whether written or oral and the company expressly disclaims all warranties and conditions not stated in this limited warranty. To the extent allowed by the local law of jurisdictions outside the United States, the Company disclaims all implied warranties or conditions, including any implied warranties of merchantability and fitness for a particular purpose. For all transactions occurring in the United States, any implied warranty of condition of merchantability, satisfactory quality, or fitness for a particular purpose is limited to the duration of the express warranty set forth above. Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this limited warranty may not apply to the Purchaser. For consumer transaction, the limited warranty terms contained in this statement, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to the mandatory statutory rights applicable to the sale of this Product to the Purchaser.

All warranty claims must be filed by the customer to the manufacturer directly regarding any warranty return or replacement. Please retain invoices, purchase orders and proof of delivery receipts for warranty purposes.

#### **CLAIM PROCEDURES:**

- Claims for defective equipment must be made within the required component warranty period as referenced above from invoice date.
- Claims for missing parts must be made within ten (10) calendar days from receipt of equipment.
- Manufacturer reserves the right to specify that items be returned to the original warehouse for inspection or be inspected by our representative in the field
- Pictures are required to claim defective equipment, along with a copy of the original invoice, purchase order and proof of delivery receipt.
- If the claim is justified, the item(s) or part(s) will be repaired or replaced. It is Plug Hug, LLC policy to replace parts whenever possible

This warranty gives you specific legal rights. You may have other rights, which vary from state to state.

**[WWW.THEPLUGHUG.COM](http://WWW.THEPLUGHUG.COM)**

## **Society for Protective Coatings (SSPC) Cleaning Standards Abbreviated Version**

**For full standards, go to:**

**<http://www.sspc.org/standards>**

### **The Plug Hug, LLC Compliant**

#### **SSPC-SP 1, Solvent Cleaning**

Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants from steel surfaces.

It is intended that solvent cleaning be used prior to the application of paint, and in conjunction with surface preparation methods specified for the removal of rust, mill scale, or paint.

#### **SSPC-SP 2, Hand Tool Cleaning**

Hand tool cleaning is a method of preparing steel surfaces by the use of non-power hand tools.

Hand tool cleaning removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.

#### **SSPC-SP 3, Power Tool Cleaning**

Power tool cleaning removes all loose mill scale, loose rust, loose paint, and other loose detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife.

#### **SSPC-SP 5/NACE No. 1, White Metal Blast Cleaning**

A white metal blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter.

#### **SSPC-SP 6/NACE No. 3, Commercial Blast Cleaning**

A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, except for staining as noted.

Random staining shall be limited to no more than 33 percent of each unit area of surface as defined, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating.

#### **SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning**

A brush-off blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose coating.

Tightly adherent mill scale, rust, and coating may remain on the surface. Mill scale, rust, and coating are considered tightly adherent if they cannot be removed by lifting with a dull putty knife after abrasive blast cleaning has been performed.

#### **SSPC-SP 8, Pickling**

Pickling is a method of preparing steel surfaces by chemical reaction, electrolysis, or both. The surfaces when viewed without magnification shall be free of all visible mill scale and rust.

#### **SSPC-SP 10/NACE No. 2, Near-White Blast Cleaning**

A near-white metal blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, dirt, mill scale, rust, coating, oxides, corrosion products, and other foreign matter, except for staining as noted.

Random staining shall be limited to no more than 5 percent of each unit area of surface as defined, and may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating.

#### **SSPC-SP 11, Power Tool Cleaning to Bare Metal**

This standard is suitable where a roughened, clean, bare metal surface is required, but where abrasive blasting is not feasible or permissible.

This standard differs from [SSPC-SP 3](#), Power Tool Cleaning, in that SSPC-SP 3 requires only the removal of loosely adherent materials, and does not require producing or retaining a surface profile.

This standard differs from [SSPC-SP 15](#), Commercial Grade Power Tool Cleaning, in that SSPC-SP 15 allows stains of rust, paint, or mill scale to remain on the surface. SSPC-SP 11 only allows materials to remain at the bottom of pits.

#### **SSPC-SP 12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating**

This standard is written primarily for applications in which the substrate is carbon steel. However, waterjetting can be used on

nonferrous substrates such as bronze, aluminum, and other metals such as stainless steel. This standard does not address the cleaning of concrete. Cleaning of concrete is discussed in [SSPC SP-13/NACE No. 6](#).

### **SSPC-SP 13/NACE No. 6, Surface Preparation of Concrete**

An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.

When required, a minimum concrete surface strength, maximum surface moisture content, and surface profile range should be specified in the procurement documents (project specifications).

### **SSPC-SP 14/NACE No. 8, Industrial Blast Cleaning**

An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residues are permitted to remain on 10% of each unit area of the surface if they are evenly distributed.

The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

### **SSPC-SP 15 Commercial Grade Power Tool Cleaning**

A commercial grade power tool cleaned steel surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, rust, coating, oxides, mill scale, corrosion products, and other foreign matter, except as noted.

Random staining shall be limited to no more than 33 percent of each unit area of surface as defined. Staining may consist of light shadows, slight streaks, or minor discolorations caused by stains of rust, stains of mill scale, or stains of previously applied coating. Slight residues of rust and paint may also be left in the bottoms of pits if the original surface is pitted.

This standard differs from [SSPC-SP 3](#), Power Tool Cleaning, in that a higher degree of surface cleanliness is required, and a minimum surface profile of 25 micrometers (1.0 mil) will be retained or produced.

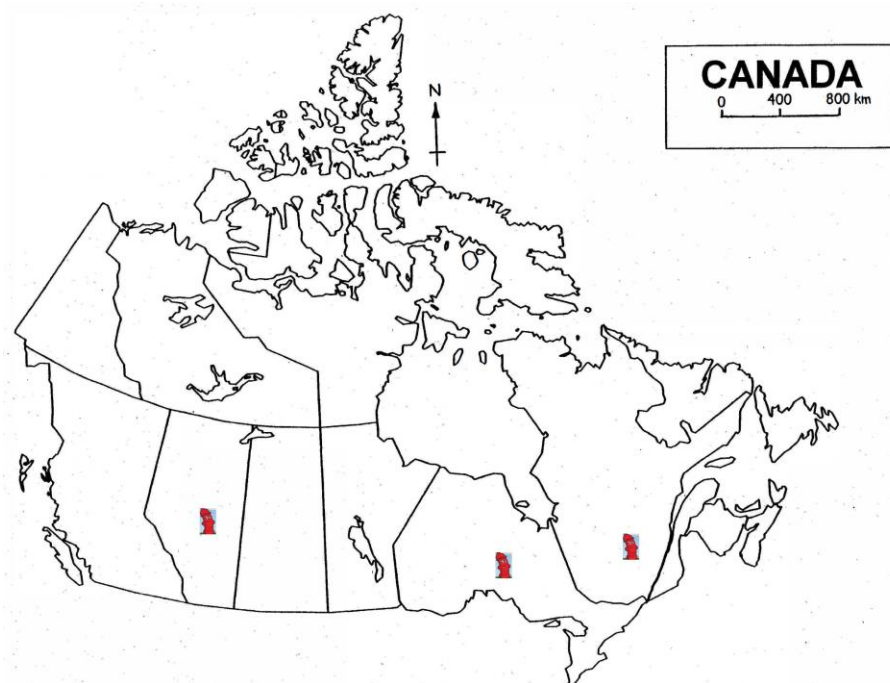
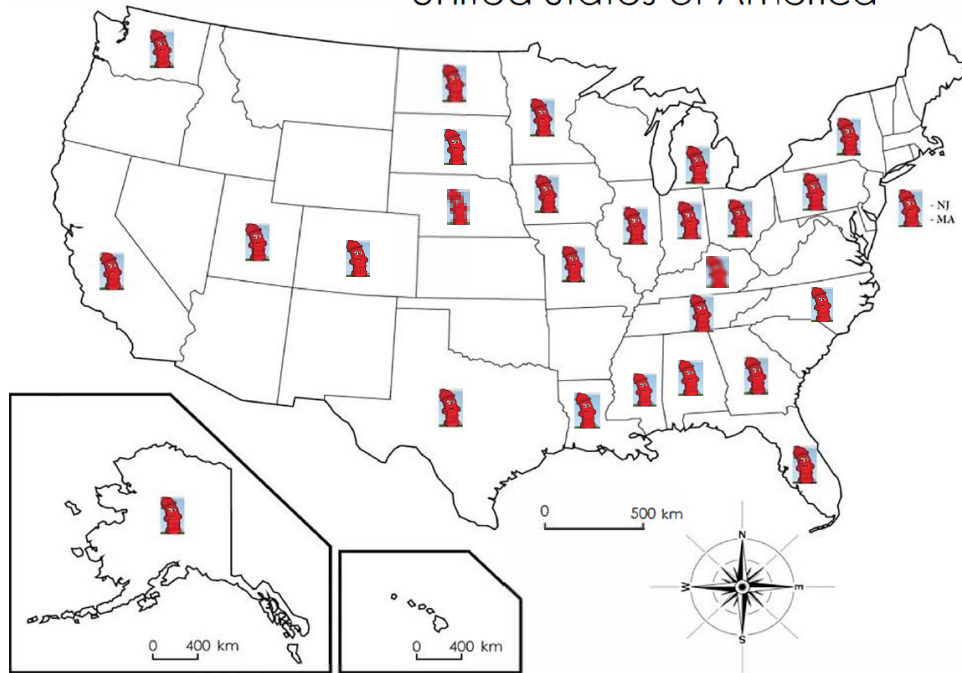
This standard differs from [SSPC-SP 11](#), Power Tool Cleaning to Bare Metal, in that stains of rust, paint, or mill scale may remain on the surface.





## Plug Hug, LLC Customer Maps

### United States of America





PLUG HUG, LLC  
PO Box 386  
Bellville, OH 44813  
[www.theplughug.com](http://www.theplughug.com)

## THE PLUG HUG

### Northern United States Customer References

Mr. Thomas Cohenour  
City of Unalaska  
43 Raven Way  
Unalaska, AK 99685  
PH: (907) 581 1260

Mr. Brian Olson  
City of Edina  
7450 Metro Blvd.  
Edina, MN 55439  
PH: (952) 826 0376

Mr. Greg Kottsick  
City of Fridley  
400 71<sup>st</sup> Ave NE  
Fridley, MN 55432  
PH: (763) 572 3565

Mr. Eric Hanson  
City of West Fargo  
810 12<sup>th</sup> Avenue NW  
West Fargo, ND 58078  
PH: (701) 433 5449

Mr. Rob Rieger  
City of Huron  
252 Union Ave. SW  
Huron, SD 57350  
PH: (605) 350 0290

Mr. Kurt Jacobson  
Spencer Municipal Utilities  
520 2nd Avenue, Suite  
Spencer, IA 51301  
PH: (712) 580 5825

Mr. Greg Metternich  
City of North Liberty  
3 Quail Creek Circle  
North Liberty, IA 52317  
PH: (319) 626 5719

Mr. Andrew Cook  
North Perry Water District  
2921 Perry Ave  
Bremerton WA 98310  
PH: (360) 377 6223

Mr. George Stahl  
City of Renton  
1055 South Grady Way  
Renton, WA 98057  
PH: (425) 430 7400

Mr. Leon Blasco  
City of Evans  
1100 37th St  
Evans, CO 80620  
PH: (70) 475 1169

Mr. Steve Starr, Granger-  
Hunter Improvement Dist.  
2888 South 3600 West  
West Valley City, UT 84119  
801 955 2262

Ms. Molly Maciejewski  
City of Ann Arbor  
4251 Stone School Rd.  
Ann Arbor, MI 48105  
PH: (734) 794 6362

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on Page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Plug Hug, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

5 Address (number, street, and apt. or suite no.) See instructions.

125 S Mill St

6 City, state, and ZIP code

Lexington, OH 44904

7 List account number(s) here (optional)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

or

Employer identification number

8 1 - 1 6 0 9 7 7 4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Dan Marshall*

Date ►

01/15/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# PLUG HUG, LLC

PH (719) 313 2791 FX (719) 213 2000  
PO Box 386  
Bellville OH 44813-9998



# Purchase Quote

## QUOTED TO:

Cit oy Palmer  
231 Evergreen Ave.  
Palmer, AK 99645  
Att: Mr. Matthew Midgett, Utilities Foreman  
PH: (907) 795 6385  
[MMIDGETT@PALMERAK.ORG](mailto:MMIDGETT@PALMERAK.ORG)



## SHIP DATE:

Week of 12/18/2023

Tax Exempt: Y

Tax ID# TBD

|                |                  |
|----------------|------------------|
| Invoice #      | TBD              |
| Invoice Date   | TBD              |
| Customer PO#   | TBD              |
| Supplier #     | TBD              |
| Quote #        | 23-1117-PLMRAK   |
| Quote Date     | 11/17/2023       |
| Terms          | PRE-PAY          |
| Prepared By    | Douglas Marshall |
| Shipped Via    | ESTES LTL-GRD    |
| F.O.B.         | Lexington, OH    |
| Shipping Chgs. | Prepaid Mfr.     |

| QUANTITY                  | DESCRIPTION   | UNIT PRICE | AMOUNT      |
|---------------------------|---|------------|-------------|
| 1                         | PH-300D: Plug Hug Fire Hydrant Cleaning System <ul style="list-style-type: none"><li>- Paint,Rust, Scale Descaling Unit</li><li>- 2" Universal Hex Hydraulic Drive Motor Receiver</li><li>- 6 Panels w/ 48 Flared Descaling Cables</li></ul>            | 15,500.00  | \$15,500.00 |
| 1                         | PH-CASE Hydraulic Drive Motor Kit: <ul style="list-style-type: none"><li>- CX1475 planetary drive motor</li><li>- 2" Hex Output Shaft</li><li>- C321F Mount Frame</li><li>- CX1475 Hydarulic Hoses w/ Couplers</li></ul> <p>Quote Valid For 30 Days</p> | 6,895.00   | 6,895.00    |
| <b>WWW.THEPLUGHUG.COM</b> |   | SUBTOTAL   | 22,395.00   |
|                           |   | TAX        | 0.00        |
|                           |   | SHPG       | 1,523.60    |
|                           |   | TOTAL      | \$23,918.60 |

## DIRECT INQUIRIES TO:

Douglas Marshall - Chief Operations Officer  
(719) 313 2791  
[douglasmarshall@theplughug.com](mailto:douglasmarshall@theplughug.com)

## MAKE CHECKS PAYABLE TO:

Plug Hug, LLC  
PO Box 386  
Bellville OH 44813-9998

**THANK YOU FOR YOUR BUSINESS!**



I. 2.

### Palmer City Council Meeting

**Meeting Date:** 01/09/2024

**Submitted For:** Kristin Elieff, Administrative Assistant

**Department:** Administration

**Agenda Category:** Action Memorandum

**Legislation Number:** AM 24-002

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### Subject

2024 I Heart Hockey 8U Tournament, City Council Grant Funding Request of \$1,500

### Summary Statement/Background

The Pioneer Amateur Hockey Association (PAHA) is seeking a grant for the 2024 I Heart Hockey BU Tournament in Palmer, AK, emphasizing the substantial community benefits of this event. Since its inception in 2012, the tournament has been a significant gathering for youth hockey, attracting over 370 players from 39 teams last year. It not only fosters values like teamwork and sportsmanship among young athletes but also serves as a major community event, bringing families and teams into Palmer for several days. This influx of visitors significantly benefits local businesses, as families seek accommodation, meals, and other services in the city. PAHA, a registered non-profit, aims to continue growing this event and deepen its impact on the community. By requesting a grant of \$1,500 to cover ice costs, PAHA seeks to strengthen its partnership with the city of Palmer, ensuring the ongoing success and expansion of this vital community event.

### Administration's Recommendation:

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 2024.

Administration recommends approving Action Memorandum 24-002.

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### Fiscal Impact

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

**Legislation creates expenditure in the amount of:** \$1,500.00

**Budgeted Y/N?:** Y

**Line Item(s):** 01-02-10-6068 Community Council Grants

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### Attachments

2024 I Heart Hockey 8U Tournament

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Project Name: 2024 I♥Hockey 80 TournamentDate Received: 11-27-23Reviewer Name: John MooseyDate Reviewed: 11-28-23Has the event previously received City funding? Y ☐ N ☒ List Years/Amounts:If yes, was the Post Event Report completed? Y ☐ N ☐

## 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.   | 8      |
|                                      |  |  | Total:   | 58     |

Staff Recommendation: \$1,500





## **Council Community Grant Application**

### **Program Information**

Program, service, project, or event title: 2024 I Heart Hockey 8U Tournament  
Date(s) of program, service, project, or event: February 15, 16, 17, 18, 2024

### **Applicant Information**

Name: Erin Aklestad  
Address: PO Box 3912  
City: Palmer State: AK Zip: 99645  
Phone: (907)250-0476 Email: erinaklestad@gmail.com

### **Organization Information**

Name of organization/group: PAHA  
Type of organization/group: ☒ Non-profit ☐ Volunteer group ☐ Other: \_\_\_\_\_

### **Funding Request**

Amount of Request: \$ 1,500  
Matching funds provided by applicant: \$ PAHA will match and pay remainder  
Type of funds requesting: ☒ Cash ☐ In-Kind In-Kind Type: \_\_\_\_\_

### **Remittance Information**

Remit Payment to: PAHA: I Heart Hockey EAklestad  
Address mail check to: PO Box 3912  
City: Palmer State: AK Zip: 99645  
Phone: (907)250-0476 Email: erinaklestad@gmail

### **Eligibility**

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

On behalf of the Pioneer Amateur Hockey Association (PAHA) Mite teams (8 years of age and younger), we would like to ask your consideration of a grant for the 2024 I Heart Hockey 8U Tournament. PAHA has been successfully hosting this event in Palmer, AK and bringing youth teams from across the State together since 2012, which has grown in capacity every year. Last year we hosted over 370 youth players on 39 teams, which was our biggest event to date. With your help we can host another quality tournament that will instill the values of teamwork, sportsmanship, and hard work in a fun and supportive atmosphere.

PAHA is a non-profit 501(c)3 corporation registered with the United States IRS, Tax ID 27-3619839. Association and event is held in Palmer, AK 99645.

### **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.

This event benefits youth in the Mat-Su Valley and youth across Alaska participating in hockey at the 8U level. Last year over 370 players on 39 teams attended, and we anticipate around the same volume if not more of attendees. Youth hockey in Alaska is an activity that keeps student athletes busy in a healthy and recreational atmosphere seven months a year. At this age level the model of the programs are focused on foundational hockey. We want to keep our youth engaged in positive youth activities surrounded by supportive coaching and strong sense of community. PAHA has 78 youth players that play in Palmer on the 8U hockey teams, which continues to grow in capacity every year. This event could also have a positive economic impact with the volume of people coming to Palmer for this event and interacting within the city businesses.



### **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).

This event is held at the MTA Events Center in Palmer. At our tournament, we host games for every team and a fun skills competition that every player can participate in that include an obstacle course and team relay. PAHA parent volunteers run the event and also work collaboratively with the rink staff to host a successful event.

### **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.

Last year we hosted over 370 youth players on 39 teams, which was our biggest event to date. We are expecting the same turnout or more this year. This event would again bring 370 families into the city of Palmer for 3 and a half days. We will have families and teams looking for lunch, dinners, treats, and places to stay in Palmer during that time period. We also work with local businesses as much as possible and send out a list to all out of town teams of local eateries, places to stay, and activities in the local area promoting our great City of Palmer businesses.

## Detailed Budget

### Revenue:

| Source: | Cash | In-Kind | Total |
|---------|------|---------|-------|
|         | \$   | \$      | \$    |
|         | \$   | \$      | \$    |
|         | \$   | \$      | \$    |
|         | \$   | \$      | \$    |
|         | \$   | \$      | \$    |
|         | \$   | \$      | \$    |
|         | \$   | \$      | \$    |
| Totals  | \$   | \$      | \$    |

### Expenditures:

| Item/Service: | Cash     | In-Kind | Total    |
|---------------|----------|---------|----------|
| Ice Cost      | \$ 7,618 | \$      | \$ 7,618 |
|               | \$       | \$      | \$       |
|               | \$       | \$      | \$       |
|               | \$       | \$      | \$       |
|               | \$       | \$      | \$       |
|               | \$       | \$      | \$       |
|               | \$       | \$      | \$       |
| Totals        | \$       | \$      | \$       |

## Matching Funding Source

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

Last year we paid \$7,618 in ice costs for our tournament. We are asking for \$1,500 to support our tournaments ice and create a partnership between the City of Palmer and our long standing Association and Tournament.



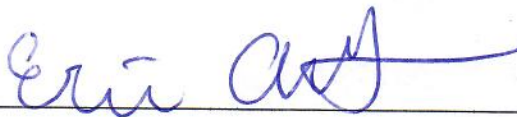
### Post Event Report

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).

We would be able to provide the total ice costs of the event and total player attendees.

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:



Date:

11/22/2023

#### 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):



## Palmer City Council Meeting

I. 3.

**Meeting Date:** 01/09/2024  
**Submitted For:** Brad Hanson, Community Development Director  
**Department:** Community Development  
**Agenda Category:** Action Memorandum  
**Legislation Number:** AM 24-003

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### Subject

Authorizing the City Manager to Negotiate an Extension to the Professional Services Agreement with Wolf Architecture for Design Services and Construction Management of the Palmer Public Library

### Summary Statement/Background

On February 15, 2023, the Palmer Public Library suffered a catastrophic collapse of the south-facing roof over the kids' section of the Palmer Public Library. The City Council authorized the City Manager to issue a Request for Proposals (RFP) for architectural services to evaluate the feasibility of repairing, expanding, or replacing it in its entirety, and provide planning and design services for future needs of the Palmer Public Library. Wolf Architecture, of Palmer, was awarded this contract. A provision in the RFP allowed the City to extend the contract for evaluating the feasibility of the options for a rebuild to include design services and construction management. The Library Committee recommends that the City continue with Wolf Architecture to perform these additional Architectural Services. They have satisfactorily completed all the tasks outlined in the original scope of work and believe it is in the best interest of the City to continue this Professional Services Contract.

The State of Alaska Legislature appropriated \$5 million toward the project and city residents passed a bond proposition of \$10,000,000. A final insurance settlement has not been announced; however, it is expected to be between \$2 million and \$3 million. Further funding for the project is expected and will be from a combination of municipal, state, federal, private foundations, and individuals. Completion of the expansion and renovation work is contingent upon successful fundraising efforts, and we expect our selected architecture firm to assist us with fundraising.

At the December 12, 2023, City Council meeting, council instructed the City Manager to bring forth legislation extending the existing Professional Service Contract for design services to Wolf Architecture for complete design and construction management.

### Administration's Recommendation:

Approve Action Memorandum No. 24-003 authorizing the City Manager to negotiate a contract extension to the Professional Service Contract with Wolf Architecture to provide design and construction management for the Palmer Public Library.

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### Fiscal Impact

**Line Item(s):** TBD once terms are determined.

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### Attachments

RFP Architecture Services  
Wolf PSA for Architectural Services

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**City of Palmer  
Request for Proposals  
For  
Architectural services to evaluate the feasibility of repairing, expanding, or  
replacing in its entirety, and provide planning and design services for  
future needs of the Palmer Public Library  
RFP# 23-001 LIB**

The City of Palmer (City) is issuing a Request for Proposals (RFP) to obtain a qualified consultant for Architectural Services to evaluate the feasibility of repairing, expanding or replacing the Palmer Public Library and provide design services.

All inquiries or questions concerning this Request for Proposals must be submitted in writing to the Director of Community Development, City of Palmer, 645 E. Cope Industrial Way Palmer, AK 99645 by 5:00 p.m. May 2, 2023. Written inquiries may be submitted via email to:

Brad Hanson, Director of Community Development  
[bahanson@palmerak.org](mailto:bahanson@palmerak.org)

**Request for Proposal Schedule** - The dates listed below are estimates and subject to change without notice.

|  |                      |
|--|----------------------|
| Request for Proposal Issued                          | April 10, 2023       |
| All Questions or Inquiries to RFP Due – By 5:00 p.m. | May 2, 2023          |
| Due Date for Proposals – By 2:00 p.m.                | May 19, 2023         |
| Proposal opening – 2:15 p.m. council chambers        | May 19, 2023         |
| Evaluation Committee                                 | Week of May 22, 2023 |
| Presentation/Interview (Optional)                    | Week of May 29, 2023 |
| Intent to Award Notice                               | June 9, 2023         |
| Award of Contract by City Council                    | June 13, 2023        |
| Contract Begins                                      | June 14, 2023        |

**I. GENERAL TERMS AND CONDITIONS**

**Understanding:** It is the Proposer's responsibility to read and understand the requirements of this solicitation of proposals. Proposers are required to state exactly what they intend to furnish to the City via this Solicitation to the terms, conditions, and specifications of this proposal.

- a) **Responses:** All responses to this RFP must comply with the General Terms and Conditions.
- b) **Proposal Submission:** The Proposer shall submit one original and two copies of the proposal, in a sealed outer envelope designated as a proposal for “Architectural Services - Palmer Public Library”, to the Director of Community Development, City of Palmer, 231 W. Evergreen Ave, Palmer **by 2 p.m. on May 19, 2023**. The proposal must be accompanied by the Proposer Information Form signed by an officer of the organization able to bind the firm.
- c) **Price, terms, and conditions:** All prices, terms, and conditions quoted in the submitted proposal will be firm for acceptance for sixty (60) days from the date of the proposal opening date unless otherwise stated by the City. The City will pay the Consultant awarded the contract the amount set forth in proposer’s fee schedule as outlined under evaluation of proposals. That sum will be paid on receipt of billings submitted pursuant to a normal billing cycle of 30 calendar days upon receipt of an approved invoice.
- d) **Withdrawal of proposal:** Any Proposer may withdraw its proposal prior to the indicated submittal time. The request for withdrawal must be submitted in writing to the Community Development Director.
- e) **RFP Preparation Expense:** The Proposer preparing an RFP in response to this proposal shall bear all expenses associated with its preparation. The Proposer shall prepare a proposal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation or presentation.
- f) **Omission of Details:** Omission of any essential details from these specifications will not relieve the Proposer of supplying such product(s) as specified.
- g) **Clarification to Terms and Conditions:** The Proposer shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning clarification shall be submitted in writing to the Community Development Director by May 2, 2023. The City shall not be responsible for oral interpretations given by any City employee or its representative.

## II. BACKGROUND

### Our Mission

*Palmer Public Library’s mission is to provide residents of Palmer and the Matanuska-Susitna Borough, impartial, and equitable access to all forms of information, library services, and social support contacts. Library staff strive to provide the highest quality customer service. Palmer Public Library is committed to being a life-long resource of information, education, leisure, and culture.*

### The Current Building and Location

The Palmer Public Library has been a significant part of the community for 93 years. As a result of a catastrophic roof collapse at the library in February the City of Palmer is evaluating the feasibility of alternatives to providing library services. The alternatives range from repairing the damaged roof to demolition and construction of a new library.

The Palmer Public Library is located at 655 S. Valley Way Palmer, AK. It is located next to the Quad Park area and across the street Community Center (Depot). The Palmer Library existing building is a single level wood frame and masonry structure approximately 12,000 sq. ft. (11,922) in area. The building has a masonry foundation with a concrete slab on the grade floor system. The roof consists of single span wood joists comprising in series of shed and hip roof forms covered with a standing seam metal roof. The meeting room (864 sq. ft) serves as both a heavily used community room and a storage area. It is not large enough to accommodate many groups who would like to utilize the facility. Additionally, the lack of support storage for chairs, tables and equipment requires these items to be stored in the meeting room.

The Palmer Public Library was built in 1985. In 2004 a Needs Assessment was completed by Wolf Architecture, of Palmer, AK. At that time the facility was determined to be undersized to meet the needs of the population base. The building is deemed to be at full capacity, with no current alternatives for expansion or underutilized areas. The library's capacity did not meet needs in 2004. The Matanuska-Susitna Borough, with in the heart of south-central Alaska, encompasses more than 24,000 square miles (about the size of the state of West Virginia) The City of Palmer is located at the southeastern quadrant of the borough and serves the library needs for the surrounding population. The library houses a collection of 69,000 items. Library services have expanded, and use has increased dramatically. In 1985 the Palmer Public Library housed 18,000 items. Today the library has 9,068 card holders in the community of 32,000+ residents. The library has become the resource center, the technology center and the intellectual center of Palmer. Nearly 450 people walk through our doors every day for library services and programming.

Unlike 93 years ago, when the Library's primary activity was checking out books, Palmer and Mat Su Borough residents now come into the Library to use public computers, laptops and iPads; to access Wi-Fi on their own devices; to download eBooks and eAudiobooks; to access our databases and local history collections; to work and study independently and in groups; to attend one of the library and community programs and events that are scheduled monthly; and to check out materials.

### **A Vision for the Future**

Thirty-eight years after the cornerstone was set on the "new" Palmer Public Library, we are re-aligning library priorities to meet the changing needs of our community. This inevitably impacts the space and design of our building. Library services have changed dramatically since the first Palmer Public Library in the 1930's. Our future depends on our success in integrating technology into our physical structure to ensure access to our increasingly networked world.

The Palmer Public Library is a vital community asset, brings people together, strengthens community identity by attracting residents for diverse purposes, and provides a safe and trusted destination for all generations. The library is a welcoming place that fosters personal connections by providing the space for collaboration and creation. We need a refreshed and expanded space to ensure that the Palmer Library remains accessible, inspiring, technologically advanced and able to facilitate future use.

### **III. PROJECT DESCRIPTION**

The City of Palmer is soliciting proposals for architectural services to evaluate the feasibility of repairing, expanding, or replacing in its entirety, and provide planning and design services for future needs of the Palmer Public library.



## **1. Key Library Goals**

- a) Create a library that is a destination, community anchor, and the intellectual center of the town.
- b) Design a building that is architecturally significant and scaled to the surroundings and improve the curb appeal.
- c) Connect and integrate the library building with surrounding community spaces, importantly the Quad Park area and Community Center (Depot).
- d) Increase meeting spaces.
- e) Design the exterior of the building to include an amphitheater, outdoor meeting, and reflective spaces.
- f) Design the interior with flexibility of space to accommodate future change.
- g) Create a sustainable building, the plan should integrate opportunities for renewable energy.
- h) Ensure accessibility to all.
- i) Create a resilient building to support a community in times of crisis and celebration with natural light and a generator.
- j) Design landscaping to enhance the building, provide outdoor services and engage its surroundings.
- k) Provide barrier-free pedestrian walkways around the building.

## **2. Project Funding**

The purpose of this RFP is to select an Architecture firm to evaluate repair/replacement alternatives, provide planning and design services. Although the target budget for this project is yet to be determined, we have set a preliminary cost target of \$600-\$800 per square foot. We expect funding for the project will be from a combination of municipal, state, federal, private foundations and individuals, completion of the expansion and renovation work is contingent upon successful fundraising efforts, and we expect our selected architecture firm to assist us with this. The drawings, floor plans and cost estimate developed through this project will facilitate fundraising efforts.

## **3. Critical Information for Responses**

- a) The conceptual design is to repair, expand and renovate or replace the current building.
- b) Conceptual designs of the building must integrate surrounding community spaces.
- c) The conceptual design must maintain parking on the south side of the building and, if possible, expand the parking lot while maintaining the natural screening.
- d) The existing Library entrance should be at grade, as should any entrances added.

## **4. Palmer Public Library**

The City Council may appoint a Library Building Committee. The Library Building Committee will:

- a) Serve as an advisory committee to reflect the needs and interests of the library and community.
- b) Provide feedback on Library program elements.
- c) Review potential plans and provide feedback to the architectural team.
- d) Serve as key informants and advocates for the project.
- e) Provide advice and guidance to the City Council.

#### **IV. SCOPE OF SERVICES**

**A two-phase response is requested:**

##### **Phase I - Programming/Pre-schematic Design/Stakeholder and Public Input Regarding Library Facilities, Needs and Desires**

- a) Evaluate existing conditions of the current structure including but not limited to:
  - i. Structural integrity for repair to the facility;
  - ii. Structural integrity for the addition to the facility;
  - iii. Demolition and replacement of the facility.
- b) Consult with the Library Building Committee to determine and confirm the scope and requirements of the project.
- c) Gather geographic and environmental data and report on all relevant legal issues including but not limited to local, state and federal land use, historic preservation, environmental, and other regulatory agency regulations.
- d) Space programming.
- e) Public engagement. The Library Building Committee believes that a public engagement process will achieve the best outcome for the conceptual design and build community support for the project. We see a public engagement process that will incorporate the following:
  - i. Regularly scheduled meetings with the Library Building Committee.
  - ii. Three public meetings
    - 1. An initial public meeting/programming workshop/design charrette.
    - 2. A community feedback meeting presenting three design options.
    - 3. A meeting at the end of the process to present the preferred design.
  - iii. Interview/Meetings with targeted stakeholders. The Building Committee will identify stakeholder groups including civic groups, historical organizations, library organizations, etc. who should be consulted during this process.

##### **Phase 2 - Conceptual and Schematic Design and Cost Estimates**

- 1. Create at least three conceptual designs for the Palmer Public Library. One design will include repair, one will be an addition to the existing structure, and the third will be the demolition and new construction of the library. Provide cost estimates for all three designs.
- 2. Conceptual Design Presentations. Conceptual designs should include design drawings (site and building floor plans, exterior and interior elevations). Designs should be presented in multiple formats that include renderings, models, and high-quality booklets/materials for fundraising purposes. The architecture firm will provide a presentation of design options to the City Council and Library Building Committee, jointly. At the conclusion of the process the architecture firm will present the preferred design scheme.

##### **Possible Future Work**

If mutually agreeable, the selected firm will provide services for subsequent phases of this project, contingent upon available funding, successful contract negotiations for such services, and satisfactory completion of entire reconstruction process.

## V. Submission Requirements

Responses should minimally include the following information, clearly and readily identifiable as responsive to this RFP:

- a) A cover letter.
- b) A narrative describing a vision and strategy for the conceptual design process.
- c) Design team roles:
  - i. Identify the project lead and project team for public input and outreach.
  - ii. Identify the project team making presentations and conducting stakeholder interviews.
  - iii. Identify the lead design architect and the design team.
  - iv. Identify the sustainability coordinator.
  - v. Identify all key personnel and sub-consultants involved in the project.
  - vi. Identify support team members - landscape architect, civil engineer, structural engineer, mechanical engineer, acoustic engineer, lighting designer, etc.
- d) A description of the major deliverables anticipated for a successful project.
- e) A project budget showing estimated total as well as line item budgets. This information will not be made public and should be submitted in a separate envelope and should include:
  - i. Total Lump Sum Bid Amount for the completion of the Conceptual Design as described in the RFP.
  - ii. The estimated total cost by major task broken down by hourly rates and estimated hours;
  - iii. Summary of the individuals' hourly rates;
  - iv. Any administrative expenses or other costs.

A project timeline including key dates, an overall project schedule, including the timing of major work tasks. The contract award is estimated for June 13, 2023.

## VI. SCHEDULE

The consultant is responsible for proposing a schedule of major milestones for the project details.

## VII. EVALUATION OF PROPOSALS

Proposals will be evaluated and scored on the criteria identified below. The objective of this RFP is to ensure the selection of services is adequate in all respects. Proposers are encouraged to provide clear, concise, and complete responses to each criterion but not to submit voluminous amounts of material. *Failure to completely respond to the following "Proposal Sections" may result in rejection of the proposal.*

### Qualifications and Experience of Staff

**Maximum Points: 30**

Describe the relevant and specific experience of the firm or individual in providing similar services. Identify the relevant and specific experience of any subcontractors that may be used. Include resumes of key personnel highlighting their pertinent qualifications and any achievements unique to the services requested.

## **Past Performance**

**Maximum Points: 30**

Success in working with municipalities design services is a key component of these evaluation criteria. Provide a descriptive list of successful projects in small cities and rural communities completed by the consultant. A list should identify the type of production and client identifications with points of contact. Also identify whether or not the project was completed on time and within budget.

## **Project Approach**

**Maximum Points: 30**

Describe your approach to performing the proposed work. Include a detailed description of services to be provided and constraints (procedures, time, personnel, etc.), if any. The proposal should include a schedule of major milestones for the project ending with a completed plan by October 31, 2023. The proposal should answer the questions: Who will have overall responsibility for each project task and who will be responsible for overall coordination. Discuss your approach to project administration.

## **Fee Structure**

**Maximum Points: 10**

The proposal should include a detailed cost proposal consisting of a breakdown by discipline, and man-hours, in a spreadsheet format for the project. The proposal shall include estimated reimbursables and associated costs that are anticipated for the project. The proposal shall include a "not to exceed" cost for all services required.

## **Proposer Information Form**

The Proposal **MUST INCLUDE** the completed and signed "**Proposer Information Form**" (attached). **Failure to submit a signed "Proposal Information Form" with the proposal will result in the proposal's rejection.**

## **VIII. SELECTION PROCESS**

The proposals will be reviewed by the City Manager and Community Development Director, Library Director and scored against the evaluation criterion. The city may, at its discretion, choose to interview one or more of the top three responsive/qualified proposers. If needed, interviews will take place on May 29, 2023. If conducted, the interviews will be with no more than two people per firm. No competing proposer may be present to hear the presentation of any other competing proposer.

## **IX. FINAL SELECTION**

Once a final selection has been made, the city manager or designee will negotiate a professional service agreement with the first ranked Proposer. If this negotiation is not successful, the city manager will negotiate with the second ranked Proposer, and so on if necessary. The city manager will recommend a contract award to the City Council for final award at the regularly scheduled Council meeting on June 13, 2023, or at a subsequent meeting if necessary. All Proposers will be notified in writing of a qualified proposer list or the recommended proposed awardee.

## **X. MISCELLANEOUS**

a) **City Prerogatives:** The City of Palmer reserves the right to award the responsive

and responsible proposer whose proposal is judged to be in the best interests of the City, with the City being the sole judge thereof; to negotiate with any or all proposers; to reject any or all proposals, in whole or any part; and to waive any minor technicalities or informalities in accordance with the City's determination of its own best interest.

- b) **Contract:** The city reserves the right to negotiate final contract terms with any proposer selected. The contract between the parties will consist of the RFP, including the professional services agreement form, together with any modifications thereto, and the awarded proposer's proposal, together with any modifications and clarifications thereto that are submitted at the request of the city during the evaluation and negotiation process. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Palmer reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern. Form of a Professional Service Contract is attached as Appendix A.
- c) **Venue:** Any dispute or controversy arising out of this Request for Proposals shall be governed by the Palmer Municipal Code, laws of the State of Alaska, and the venue shall be in Palmer, Alaska only.

*The City reserves the right to reject any or all proposals for any reason. The City also reserves the right to negotiate with the selected vendor to clarify details and achieve the best overall services for the City.*



**CITY OF PALMER  
PROPOSER INFORMATION FORM**

**Library Design Services RFP**

1. Firm Name \_\_\_\_\_
2. Mailing Address \_\_\_\_\_
3. City, State, Zip \_\_\_\_\_
4. Physical Address, if different \_\_\_\_\_  
\_\_\_\_\_
5. Telephone Number \_\_\_\_\_
6. Facsimile Number \_\_\_\_\_
7. Toll Free Number, if any \_\_\_\_\_
8. Federal Tax Identification Number \_\_\_\_\_
9. Contact Person for questions and contract negotiations, including address if different than above.  
\_\_\_\_\_  
\_\_\_\_\_
10. Contact Person Telephone Number \_\_\_\_\_
11. Facsimile Number \_\_\_\_\_
12. Name of Individual Authorized to Bind the Organization \_\_\_\_\_  
Title \_\_\_\_\_
13. Signature - **Must be in blue ink and individual must be authorized to bind the organization**  
  
Name: \_\_\_\_\_ Date: \_\_\_\_\_

City of Palmer      231 W. Evergreen Avenue Palmer AK 99645      907-745-3271

## Professional Services Agreement for Architecture Planning and Design Services for Palmer Public Library

THIS AGREEMENT made and entered into this 28 day of June 2023, by and between the CITY OF PALMER and Wolf Architecture Inc.

### Section 01    Definition

In this Agreement:

- A.     The term "City" means the City of Palmer.
- B.     The term "Consultant" means Wolf Architecture Inc.
- C.     The term "Manager" means the manager of the City of Palmer or his authorized representative.

### Section 02    Employment of Consultant

The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereafter set forth.

### Section 03    Scope of Services

The Consultant shall perform all the services provided for by this Agreement which are described with particularity in Section III of the RFP, entitled Scope of Work, attached hereto and incorporated by reference as if fully set forth herein.

### Section 04    Personnel

The Consultant shall be responsible for the management, and performance of all personnel, including both employees of the Consultant and Sub-Consultants.

### Section 05    Contract Period

The services of the Consultant shall commence upon execution of this Agreement by the Manager and have an initial contract term of one year with an effective date of July 1, 2023. The contract may be renewed up to one additional year at the sole discretion of the City. This Agreement is for the initial term.

### Section 06    Compensation

- A.     Subject to the provisions of this Agreement, the City shall pay the Consultant for services and expenses for this Agreement based on services performed for the outline tasks (as set forth in Appendix A of this Agreement).
- B.     Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Consultant in connection with performance of Agreement duties. The parties understand and agree that, except

as otherwise provided in this section, administrative overhead and other indirect or direct costs the Consultant may incur in the performance of its obligations under this Agreement have already been included in computation of the Consultant's fee and may not be charged to the City.

Section 07     Method and Time of Payment

A.     The City will pay to the Consultant the amount set forth in Appendix A which shall constitute the full and complete compensation for the Consultant's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Section I. c) of the RFP; Normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line item categories (e.g., Personal Services, Travel, Contractual Commodities and Equipment). Documentation of expenditures must be submitted with billings.

B.     Payment will be disbursed in accordance with Section I. c) of the RFP.

C.     All invoices must be submitted in duplicate and addressed as follows:

City of Palmer  
Attention: Director of Finance  
231 W Evergreen Ave   Palmer, Alaska 99645

D.     It is expressly understood and agreed that in no event shall the total compensation due the Consultant exceed compensation listed in appendix B.

Section 08     Termination of Agreement for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Consultant 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 Consultant of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Consultant under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of section I of the RFP only for work completed to the City's satisfaction in accordance with section III of the RFP and the other terms of this Agreement.

Section 09     Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Consultant of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Consultant shall be entitled to receive compensation in accordance with the payment provisions of Section I of the RFP only for work completed to the City's satisfaction in accordance with Section III of the RFP and the other terms of this Agreement.

If this Agreement is terminated due to the fault of the Consultant, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

#### Section 10      Causes Beyond Control

In the event the Consultant is prevented by a cause or causes beyond control of the Consultant from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Consultant liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Consultant shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Consultant and which prevent the performance of the Consultant: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Consultant from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Consultant and would not prevent another Consultant from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Consultant. The City will determine whether the event preventing the Consultant from performing is a cause beyond the Consultant's control.

#### Section 11      Modifications

- A.      The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.
- B.      It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Consultant to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

#### Section 12      Equal Employment Opportunity

- A.      The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Consultant shall take affirmative 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. 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 and educational activities. The Consultant 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. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, 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. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Consultant shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the City may require.

#### Section 13 Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

#### Section 14 Assignability

A. The Consultant 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 the Consultant 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 the Consultant shall be responsible to the City for any moneys due the assignee of this agreement which are paid directly to the Consultant.

B. The Consultant shall not delegate duties or otherwise subcontract work or services under this Agreement not previously outlined in the proposal without the prior written approval of the City.

#### Section 15 Interest of Consultant

The Consultant covenants, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed.

#### Section 16 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

#### Section 17 Publication, Reproduction and Use of Materials



No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

#### Section 18     Audits and Inspections

At any time during normal business hours and as often as the City or the Comptroller General of the United States may deem necessary, there shall be made available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City or the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

#### Section 19     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. The law of the state of Alaska shall govern the rights and obligations of the parties.

#### Section 20     Non-Waiver

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

#### Section 21     Permits, Laws and Taxes

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

#### Section 22     Relationship of the Parties

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

#### Section 23     Agreement Administration

- A.     The City Manager, or the designee, will be the representative of the City administering this Agreement.
- B.     The services to be furnished by the Consultant shall be administered, supervised, and directed by an Account Executive. In the event that any of the individuals identified in the proposal

to perform work under the Agreement is unable to serve for any reason, the Consultant shall appoint a successor in interest subject to a written approval of the City of Palmer.

#### Section 24     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:

- Request for Proposal (RFP)
- City of Palmer Business License
- Certificate of Insurance
- State of Alaska Business License
- Appendix A. Fees/Compensation

#### Section 25     Defense and Indemnification

A. The Consultant shall indemnify, hold harmless, and defend the City from and against any claim of, or liability for negligent acts, errors or omissions of the Consultant under this agreement. The Consultant shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of the Consultant and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Consultant" and "City", as used within this article, include the employees, agents and other consultants/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Consultant and in approving or accepting the Consultant's work.

#### Section 26     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.

#### Section 27     Consultant Insurance

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

It is highly recommended that Consultant confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Consultant shall procure and maintain the following insurances:

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
1. Insurance Services office form number CG 0001 covering Commercial General Liability.
  2. Insurance Services office form number CA 0001 covering Automobile Liability, symbol "any auto".
  3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
  4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

- B. Minimum Limits of Insurance Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$2,000,000. The general aggregate limits shall apply separately to each project

If the general liability insurance is written on a claims made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

|                             |                         |
|-----------------------------|-------------------------|
| Bodily injury by Accident - | \$500,000 each accident |
| Bodily injury by Disease -  | \$500,000 each employee |
| Bodily injury by Disease -  | \$500,000 policy limit  |

4. Professional Liability:

\$1,000,000 per each claim. The general aggregate limit shall be \$1,000,000. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claim made form, the Consultant shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Consultant to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Consultant purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Consultant may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Consultant shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Consultant's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Consultant insurance and shall not contribute to it.

c. The Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Consultant or any subcontractor for the City.

3. All Insurance

Contractor agrees to provide City of Palmer with notification of suspended, voided, or canceled insurance consistent with State noticing requirements of 10 days' prior written notice for nonpayment of premium or fraud on the part of the Consultant or 21 days' prior written notice for any other reason. Notification will be provided by certified mail, with and shall be mailed by the Consultant to the attention of the Director of Community Development.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Consultant shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause and shall be in effect for the duration of the contract period, or amended contract period, in Section 05 of this agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 28 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.

Section 29 Understanding

The Consultant acknowledges that the Consultant has read and understands the terms of this



Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

#### Section 30     Notices

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

City of Palmer: 231 W Evergreen Avenue, Palmer, Alaska 99645  
Consultant: INSERT ADDRESS

#### Section 31     Consultants' Violations of Tax Obligations

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

B.     This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Consultant whether the amounts owed are in the name of the Consultant as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C.     The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

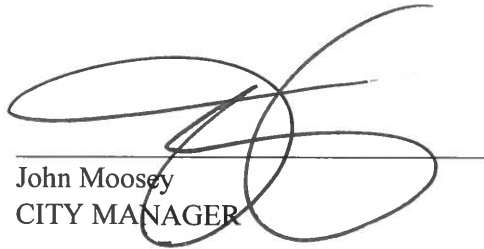
#### Section 32     Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

#### Section 33     Survival of Representations and Warranties

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

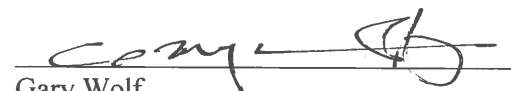
CITY OF PALMER



John Moosey  
CITY MANAGER

7.27.23

Wolf Architecture Inc.



Gary Wolf  
OWNER

Appendix A

FEES and COMPENSATION



K. 1.

**Palmer City Council Meeting**

**Meeting Date:** 01/09/2024

**Submitted For:** Shelly Acteson, City Clerk

**Department:** City Clerk's Office

**Agenda Category:** New Business

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**Subject**

Discussion regarding the City Manager recruitment process

**Summary Statement/Background**

The current City Manager tendered his resignation effective June 17, 2024.

**Administration's Recommendation:**

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