

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-44

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.14.020, Permitted Uses and Structures; 21.16.020, Permitted Uses and Structures; and 21.18.020, Permitted Uses and Structures; to Add One Detached Dwelling Unit as a Permitted Accessory Building to a Principal Single Family Dwelling in the Urban Residential, Residential Office, and Central Business Zoning Districts.

Sponsor: Planning

1. City Council Regular Meeting November 28, 2011 Introduction
 - a. Memorandum 11-154 from City Planner
 - b. Draft Ordinance 11-XX
 - c. Staff Reports 11-84, 104, 109 and associated minutes

2. City Council Regular Meeting December 12, 2011 Public Hearing and Second Reading
 - a. Substitute Ordinance 11-44(S)
 - b. Memorandum 11-154 from City Planner
 - c. Draft Ordinance 11-XX
 - d. Staff Reports 11-84, 104, 109 and associated minutes

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**CITY OF HOMER
HOMER, ALASKA**

Planning

ORDINANCE 11-44

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE 21.14.020, PERMITTED USES AND STRUCTURES; 21.16.020, PERMITTED USES AND STRUCTURES; AND 21.18.020, PERMITTED USES AND STRUCTURES; TO ADD ONE DETACHED DWELLING UNIT AS A PERMITTED ACCESSORY BUILDING TO A PRINCIPAL SINGLE FAMILY DWELLING IN THE URBAN RESIDENTIAL, RESIDENTIAL OFFICE, AND CENTRAL BUSINESS ZONING DISTRICTS.

WHEREAS, Homer City Code 21.14.030, 21.16.030 and 21.18.030 each requires an approved conditional use permit for the placement of “more than one building containing a principal use on a lot” in the Urban Residential, Residential Office and Central Business zoning districts; and

WHEREAS, The Homer Advisory Planning Commission wishes to allow the placement of an accessory dwelling unit on a lot in the Urban Residential, Residential Office and Central Business zoning districts without the burden of obtaining a conditional use permit if no other regulation requires such; and

WHEREAS, the 2008 Comprehensive Plan Chapter 4 Land Use Goal 1 states: “Guide Homer’s growth with a focus on increasing the supply and diversity of housing, protect community character, encourage infill, and helping minimize global impacts of public facilities including limiting greenhouse gas emissions; and

WHEREAS, the 2008 Comprehensive Plan Chapter 4 Land Use Goal 5 states: “Maintain high-quality residential neighborhoods; promote housing choice by supporting a variety of dwelling options.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 21.14.020, Urban Residential District Permitted uses and structures, is amended to include:

q. One detached dwelling unit as an accessory building to a principal single family dwelling on a lot.

Section 2. Homer City Code 21.16.020, Residential Office District Permitted uses and structures, is amended to include:

r. One detached dwelling unit as an accessory building to a principal single family dwelling on a lot.

[Bold and underlined added. Deleted language stricken through.]

1 CITY OF HOMER
2 HOMER, ALASKA

3 Planning

4 ORDINANCE 11-44(S)
5

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING HOMER CITY CODE 21.14.020, PERMITTED USES AND
8 STRUCTURES; 21.16.020, PERMITTED USES AND STRUCTURES; AND
9 21.18.020, PERMITTED USES AND STRUCTURES; TO ADD ONE
10 DETACHED DWELLING UNIT AS A PERMITTED ACCESSORY
11 BUILDING TO A PRINCIPAL SINGLE FAMILY DWELLING IN THE
12 URBAN RESIDENTIAL, RESIDENTIAL OFFICE, AND CENTRAL
13 BUSINESS ZONING DISTRICTS.
14

15 WHEREAS, Homer City Code 21.14.030, 21.16.030 and 21.18.030 each requires an
16 approved conditional use permit for the placement of “more than one building containing a
17 principal use on a lot” in the Urban Residential, Residential Office and Central Business zoning
18 districts; and
19

20 WHEREAS, The Homer Advisory Planning Commission wishes to allow the placement
21 of an accessory dwelling unit on a lot in the Urban Residential, Residential Office and Central
22 Business zoning districts without the burden of obtaining a conditional use permit if no other
23 regulation requires such; and
24

25 WHEREAS, The 2008 Comprehensive Plan Chapter 4 Land Use Goal 1 states: “Guide
26 Homer’s growth with a focus on increasing the supply and diversity of housing, protect
27 community character, encourage infill, and helping minimize global impacts of public facilities
28 including limiting greenhouse gas emissions; and
29

30 WHEREAS, The 2008 Comprehensive Plan Chapter 4 Land Use Goal 5 states: “Maintain
31 high-quality residential neighborhoods; promote housing choice by supporting a variety of
32 dwelling options.
33

34 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
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37 Section 1. Homer City Code 21.14.020, Urban Residential District Permitted uses and
38 structures, is amended to include:

39 **q. One detached dwelling unit, excluding mobile homes, as an accessory building to**
40 **a principal single family dwelling on a lot.**
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42 Section 2. Homer City Code 21.16.020, Residential Office District Permitted uses and
43 structures, is amended to include:

44 **r. One detached dwelling unit, excluding mobile homes, as an accessory building to**
45 **a principal single family dwelling on a lot.**

[**Bold and underlined added.** Deleted language stricken through.]

46 Section 3. Homer City Code 21.18.020, Central Business District Permitted uses and
47 structures, is amended to include:

48 **ii. One detached dwelling unit, excluding mobile homes, as an accessory building to**
49 **a principal single family dwelling on a lot.**

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51 Section 4. This Ordinance is of a permanent and general character and shall be included
52 in the City Code.

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54 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
55 _____ 2011.

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57 CITY OF HOMER

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60 _____
61 JAMES C. HORNADAY, MAYOR

62 ATTEST:

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65 _____
66 JO JOHNSON, CMC, CITY CLERK

67 YES:

68 NO:

69 ABSTAIN:

70 ABSENT:

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72 First Reading:

73 Public Hearing:

74 Second Reading:

75 Effective Date:

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77 Reviewed and approved as to form:

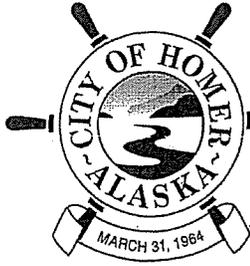
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80 _____
81 Walt E. Wrede, City Manager

80 _____
81 Thomas F. Klinkner, City Attorney

82
83 Date: _____

82 _____
83 Date: _____

[**Bold and underlined added.** Deleted language stricken through.]



City of Homer

Planning & Zoning

491 East Pioneer Avenue
Homer, Alaska 99603-7645

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Fax (907) 235-3118
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Web Site www.ci.homer.ak.us

MEMORANDUM 11-154

TO: Mayor Hornaday and Homer City Council
THRU: Walt Wrede, City Manager
FROM: Rick Abboud, City Planner
DATE: November 17, 2011
SUBJ: Draft Ordinance 11-44, AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE SECTIONS 21.14.030; 21.16.030; 21.18.030; 21.22.030; ADDRESSING PERMITTED USES AND STRUCTURES; TO ADD ONE ACCESSORY DWELLING UNIT AS A PERMITTED USE TO A PRIMARY SINGLE FAMILY RESIDENCE IN THE URBAN RESIDENTIAL, RESIDENTIAL OFFICE, AND CENTRAL BUSINESS DISTRICTS

Introduction

The Planning Commission is forwarding the Draft Ordinance 11-XX for review. The HAPC has had the ordinance on 3 regular meeting agendas and associated work sessions. The subject of allow the Planning Office issue zoning permits for more than one structure housing a permitted use on a lot has been a subject of discussion for the Planning Commission for quite some time and it has resided on a work list. The ordinance before you has been carefully considered by the Planning Commission regarding how it fulfills goals of the Comprehensive plan and how it interacts with current code requirements regarding site development.

Planning Commission recommendation:

Adopt Ordinance 11-44

Attachments

1. Draft Ordinance 11-XX
2. Staff Reports 11-84, 104, 109 and associated minutes.

1 CITY OF HOMER
2 HOMER, ALASKA

3 Planning

4 ORDINANCE 11-xx

5 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
6 AMENDING HOMER CITY CODE SECTIONS 21.14.030; 21.16.030;
7 21.18.030; 21.22.030; ADDRESSING PERMITTED USES AND
8 STRUCTURES; TO ADD ONE ACCESSORY DWELLING UNIT AS A
9 PERMITTED USE TO A PRIMARY SINGLE FAMILY RESIDENCE IN THE
10 URBAN RESIDENTIAL, RESIDENTIAL OFFICE, AND CENTRAL
11 BUSINESS DISTRICTS.

12
13 WHEREAS, Homer City Code 21.14.030, 21.16.030, 21.18.030 and 21.22.030 requires
14 an approved conditional use permit for the placement of “more than one building containing a
15 principle use on a lot”; and,

16
17 WHEREAS, The Homer Advisory Planning Commission wishes to allow the placement
18 of an accessory dwelling unit on a lot without the burden of gaining a conditional use permit if
19 no other regulation requires such; and

20
21 WHEREAS, the 2008 Comprehensive Plan Chapter 4 Land Use Goal 1 states: “Guide
22 Homer’s growth with a focus on increasing the supply and diversity of housing, protect
23 community character, encourage infill, and helping minimize global impacts of public facilities
24 including limiting greenhouse gas emissions; and,

25
26 WHEREAS, the 2008 Comprehensive Plan Chapter 4 Land Use Goal 5 states: “Maintain
27 high-quality residential neighborhoods; promote housing choice by supporting a variety of
28 dwelling options.

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31 THE CITY OF HOMER ORDAINS:

32
33 Section 1. Homer City Code 21.14.020, Urban Residential District Permitted uses and
34 structures, is amended to include:

35 **q. One detached dwelling unit as an accessory structure to a primary single family**
36 **dwelling on a lot.**

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38
39 Section 2. Homer City Code 21.16.020, Residential Office District Permitted uses and
40 structures, is amended to include:

41 **r. One detached dwelling unit as an accessory structure to a primary single family**
42 **dwelling on a lot.**

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[**Bold and underlined added.** Deleted language stricken through.]

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Section 3. Homer City Code 21.18.020, Central Business District Permitted uses and structures, is amended to include:

i. One detached dwelling unit, excluding mobile homes, as an accessory structure to a primary single family dwelling on a lot.

Section 4. This Ordinance is of a permanent and general character and shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____ 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt E. Wrede, City Manager

Thomas F. Klinkner, City Attorney

84

85 Date: _____

Date: _____



City of Homer

Planning & Zoning

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STAFF REPORT PL 11-84

TO: Homer Advisory Planning Commission
FROM: Rick Abboud, City Planner
MEETING: August 3, 2011
SUBJECT: Draft Ordinance 11-XX, Amending Homer City Code to eliminate “more than one building containing a permitted principle use on a lot” as conditional uses.

GENERAL INFORMATION

After the analysis of several applications for “more than one building containing a permitted principle use on a lot” (more than one) as conditional uses, staff proposes that this policy be reviewed and considered for elimination. I believe that the requirement for a conditional use permit for “more than one” is an undue burden for the applicant monetarily and adds many weeks to the time it takes to permit a project. Additionally, staff’s time might be better spent on other projects and processes once this requirement for a conditional use permit is eliminated.

Criteria for lot developments are addressed in City Code. The regulations for lot and site development are addressed in each individual district under the heading “dimension requirements” and “site development requirements.” “Dimensional requirements” address things such as lot size setbacks, maximum building area and percentage of lot coverage, and maximum building area. “Site development requirements” are found in each district that specify which development standards are applicable. The need for an approved Conditional Use Permit (CUP) is specified according to the physical nature of development in addition to the list of Conditional Uses found in each district. By definition the “more than one building containing a permitted principle use on a lot” is a regulation of physical standard, rather than that of a particular use (as a “permitted principle use” is already permissible without a CUP). Therefore, I find that the CUP for “more than one” is already regulated to the maximum extent by the guidance of City Code which is applied through the Planning Office with a Zoning Permit. Additionally regulating two structures that could be joined into one without the CUP requirement is inconsistent. Should we have additional procedure for someone who proposes an acceptable size impact according to code just because it consists of separated structures instead of one?

In simpler terms, all the applicable spatial requirements are spelled out in code. The requirement that the applicant go to the Planning Commission for a CUP just takes up time and money to achieve the same result as could be achieved at the Planning Office, as the Planning Commission is required to apply the same criteria as the City Planner.

[Type text]

STAFF COMMENTS/RECOMMENDATIONS:

Planning Commission discuss the draft ordinance and forward to public hearing.

ATTACHMENTS

1. Draft ordinance



City of Homer

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STAFF REPORT PL 11-104

TO: Homer Advisory Planning Commission
FROM: Rick Abboud, City Planner
MEETING: October 5, 2011
SUBJECT: Draft Ordinance 11-XX, Amending Homer City Code to add one accessory dwelling unit as a permitted use.

GENERAL INFORMATION

At the meeting of August 3rd, 2011, staff introduced an ordinance to remove ‘more than one building containing a permitted principle use’ as a conditional use in most districts. The goal was to reduce the number of conditional use permits that are requested for this use/structures, because there are other parts of code the generally deal with the impacts. After discussion with the Planning Commission, it was decided to narrow the focus of the amendment to second dwelling units, on residential lots. These CUPs take time and money to achieve the same result as could be achieved at the Planning Office, as the Planning Commission is required to apply the same criteria as the City Planner. The requirement for a CUP also discourages people from applying; a home owner who wants to move a cabin onto their lot faces city fees and a one to two month timeframe before they receive an answer on their proposal. The CUP process is a disincentive for accessory housing units.

The ordinance proposes to allow one detached dwelling unit, accessory to a primary dwelling unit. All other “more than one” situations will still require a conditional use permit. Staff has used the word “accessory” to describe the second dwelling for a specific reason. In this code context, ‘accessory’ implies with new dwelling will be smaller than the main house.

What does this change code accomplish?

Under current code, a second detached home requires a conditional use permit. If a property owner wants to build a detached dwelling unit, like a cabin, cottage, or garage apartment if the garage is not attached to the house, then a CUP is required. This ordinance would eliminate the need for a CUP. The code would no longer treat a duplex differently than a main home with a small detached residence.

What is not changing?

If someone wants to build multiple cabins, a CUP will still be required. This zoning change only allows for one additional dwelling unit.

What districts are included?

Urban Residential, Residential Office, Central Business District, and Gateway Business District. These zones generally have city water and sewer.

STAFF COMMENTS/RECOMMENDATIONS:

Planning Commission discuss the draft ordinance and forward to public hearing. Staff will send the ordinance to the attorney prior to public hearing.

ATTACHMENTS

1. Draft ordinance



City of Homer

Planning & Zoning

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STAFF REPORT PL 11-109

TO: Homer Advisory Planning Commission
FROM: Rick Abboud, City Planner
MEETING: October 19, 2011
SUBJECT: Draft Ordinance 11-XX, Amending Homer City Code to add one accessory dwelling unit as a permitted use.

GENERAL INFORMATION

This ordinance proposes to allow one detached dwelling unit, accessory to a primary dwelling unit, as a permitted use. The districts affected are Urban Residential, Residential Office, and the Central Business District. At the last meeting, the Commission removed the Gateway Business District from the ordinance.

Under current code, a second detached home requires a conditional use permit. If a property owner wants to build a detached dwelling unit, like a cabin, cottage, or garage apartment if the garage is not attached to the house, then a CUP is required. This ordinance would eliminate the need for a CUP.

Planning Staff review per 21.95.040

21.95.040 Planning Department review of code amendment. The Planning Department shall evaluate each amendment to this title that is initiated in accordance with HCC 21.95.010 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

- a. Is consistent with the comprehensive plan and will further specific goals and objectives of the plan.
Staff response: 2008 Comprehensive Plan Chapter 4 Land Use Goal 1 and goal 5 are supported by this amendment. This amendment encourages infill, increasing the supply and diversity of housing while supporting a variety of dwelling options.
- b. Will be reasonable to implement and enforce.
This amendment will reduce the number of conditional use permits reviewed by the Planning Commission, reduce staff time spent on simple applications, and can reasonably be handled administratively without Commission review.
- c. Will promote the present and future public health, safety and welfare.
This amendment promotes health, safety and welfare by encouraging small dwelling units in zones where public water and wastewater are available.

d. Is consistent with the intent and wording of the other provisions of this title.

This amendment is consistent with the intent, wording and purpose of HCC Title 21.

STAFF COMMENTS/RECOMMENDATIONS:

Planning staff has reviewed the ordinance per 21.95.040 and recommends the Planning Commission conduct public hearing, and recommend approval to the City Council.

ATTACHMENTS

1. Draft ordinance

PLAT CONSIDERATION

PENDING BUSINESS

- A. Staff Report PL 11-82, Sign Code Amendments

The Commission continued their discussion from the worksession. They addressed electoral signs, temporary signs, and off premise signs.

- B. Staff Report PL 11-76, Draft Resolution Amending the Homer Advisory Planning Commission Bylaws to Change the Regular Meeting Time

MINSCH/HIGHLAND MOVED TO APPROVE THE DRAFT RESOLUTION OUTLINED IN STAFF REPORT PL 11-76 AND FORWARD TO CITY COUNCIL FOR ADOPTION.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- C. Staff Report PL 11-77, East End Mixed Use

Chair Minsch explained that the Commission gave staff feedback during the worksession.

NEW BUSINESS

- A. Staff Report PL 11-84, More than One Permitted Principal Use on a Lot

City Planner Abboud reviewed the staff report.

HIGHLAND/VENUTI MOVED TO DISCUSS AND MAKE RECOMMENDATIONS.

No objection was expressed and discussion ensued.

The Commission discussed challenges and concerns regarding density and how it relates to the different districts and the Comprehensive Plan. They began reviewing districts to try to establish if there is enough direction for staff to make a determination rather than bringing it to the Commission with a CUP. The following points were raised:

- Concern was expressed regarding water and septic requirements in rural residential district.
- Staff could permit one additional use, and two or more would come to the Commission.
- Would this include permitting a second 4-plex or rooming house.

Chair Minsch recommended reviewing the Comprehensive Plan. City Planner Abboud appreciated the feed back and will bring a revised recommendation at a future meeting.

INFORMATIONAL MATERIALS

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
OCTOBER 5, 2011

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

HIGHLAND/BOS MOVED THAT ON TABLE 1, ADD SUSPENDED BACK ONTO THE TABLE AND ADD THE DEFINITION OF SUSPENDED.

It was noted that it will clarify it if someone wants to a suspension from the soffits.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

MINSCH/HIGHLAND MOVED TO APPROVE THE DRAFT SIGN ORDINANCE AS AMENDED AND MOVE IT FORWARD TO PUBLIC HEARING.

There was brief discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

NEW BUSINESS

- A. Staff Report PL 11-104, Draft Ordinance Allowing Accessory Dwelling Units as Permitted Uses

City Planner Abboud reviewed the staff report.

ERICKSON/HIGHLAND MOVED TO DISCUSS AND MAKE RECOMMENDATIONS.

There was no objection expressed and discussion ensued.

It was noted that while this is a good idea, the accessory units should be required to have electric, water, and sewer. City Planner Abboud noted the definition of dwelling specifies that it includes facilities for sleeping, cooking, and sanitation.

There was discussion of limiting this to residential districts. It was noted that central business includes everything, it is a density center, and has water and sewer. The gateway business district promotes mixed use development but an emphasis on the visitor oriented business, and conflicts between residential and business are resolved in favor of business. The goals of the district are minimization of future traffic construction along the Sterling Highway corridor, and preservation of the view experience.

MINSCH/SONNEBORN MOVED TO DELETE THE GATEWAY BUSINESS DISTRICT FROM THIS PROPOSAL.

Comment was made that the Comprehensive Plan wants density, development, infill, and wants to follow the water and sewer, so it is easy to support the residential districts and CBD. If there isn't water and sewer in urban and rural residential, then typically it is a bigger lot.

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
OCTOBER 19, 2011

- B. Staff Report PL 11-109, Draft Ordinance allowing accessory dwelling units as a permitted use

City Planner Abboud reviewed the staff report.

Chair Minsch opened the public hearing. There were no comments and the hearing was closed.

VENUTI/BOS MOVED TO DISCUSS AND MAKE RECOMMENDATIONS REGARDING THE DRAFT ORDINANCE ALLOWING DWELLING UNITS AS A PERMITTED USE.

There was no objection expressed and discussion ensued.

Commissioners commented in favor of the ordinance and the way it would streamline the process.

Question was raised about how the allowance will relate to lot coverage and building size. City Planner Abboud explained the way it is now the accessory structure is one that is not as prominent as the primary structure on the lot. If the property owner wants a bigger one, they will have to come in and ask. It is also dependant the services given to the lot as one without water and sewer will have a larger lot size requirement per dwelling. If he doesn't feel it will qualify for an accessory structure or the applicant feels it should be permitted they will come to the Commission through a CUP process.

There was brief discussion about water and sewer meters, rates, and that those are issues for Council.

There was also discussion about in-fill and what could be considered in-fill.

There was no more discussion and no objection to sending this draft ordinance to City Council for public hearing.

PLAT CONSIDERATION

No plats were scheduled for consideration.

PENDING BUSINESS

- A. Staff Report PL 11-110, Policies and Procedures

BOS/DOLMA MOVED TO DISCUSS STAFF REPORT PL 11-110.

There was brief discussion regarding the recommendation of the staff report.

BOS/SONNEBORN MOVED TO POSTPONE TO THE WORKSESSION AND REGULAR MEETING ON NOVEMBER 16.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-45

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Accepting and Appropriating a Grant from the Homer Foundation in the Amount of \$4,904.00 for the Purpose of Making Energy Efficiency Improvements at the Port and Harbor Office Building.

Sponsor: City Manager

1. City Council Regular Meeting November 28, 2011 Introduction
 - a. Letter of Agreement with The Homer Foundation
 - b. Grant Application and Guidelines
 - c. Estimate from Lakeshore Glass

2. City Council Regular Meeting December 12, 2011 Public Hearing and Second Reading
 - a. Letter of Agreement with The Homer Foundation
 - b. Grant Application and Guidelines
 - c. Estimate from Lakeshore Glass

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 11-45

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY 2011 OPERATING BUDGET BY ACCEPTING AND APPROPRIATING A GRANT FROM THE HOMER FOUNDATION IN THE AMOUNT OF \$4,904.00 FOR THE PURPOSE OF MAKING ENERGY EFFICIENCY IMPROVEMENTS AT THE PORT AND HARBOR OFFICE BUILDING.

WHEREAS, Jack and Mary Lentfer made a very generous donation to The Homer Foundation which was intended to be used to support implementation of the City's adopted Climate Action Plan; and

WHEREAS, The City has submitted an application to The Homer Foundation to use the funds for energy efficiency upgrades at the Port and Harbor office.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The City Council hereby accepts and appropriates a grant in the amount of \$4,904.00 from The Homer Foundation for energy efficiency upgrades at the Port and Harbor office and amends the FY 2011 Operating Budget as follows:

Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
415-927	Grant/ Energy Efficiency / P&H Office	\$4,904.00

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
415-927	Energy Efficiency / P&H Office	\$4,904.00

Section 2. The City Manager is authorized to execute the appropriate documents.

Section 3. This ordinance is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

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42 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
43 _____ 2011.

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45 CITY OF HOMER

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JAMES C. HORNADAY, MAYOR

50 ATTEST:

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53 _____
54 JO JOHNSON, CMC, CITY CLERK

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57 YES:

58 NO:

59 ABSTAIN:

60 ABSENT:

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62 First Reading:

63 Public Hearing:

64 Second Reading:

65 Effective Date:

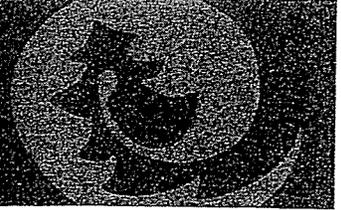
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67 Reviewed and approved as to form:

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71 Walt E. Wrede, City Manager

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71 Thomas F. Klinkner, City Attorney

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73 Date: _____

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73 Date: _____



November 8, 2011

Walt Wrede, Manager
City of Homer
491 E. Pioneer Ave.
Homer, AK 99603

Dear Walt,

I am pleased to inform you that the Homer Foundation has approved the City of Homer's request in the amount of \$4,904.00 to support further implementation of your Climate Action Plan by making energy efficient upgrades to the Port and Harbor Office. Please sign the enclosed Letter of Agreement and return to the Homer Foundation. A fully executed copy will be forwarded with your award check.

Sincerely,

Joy Steward, Ex. Director
The Homer Foundation
Homer, AK 99603

Homer Foundation
P.O. Box 2600
Homer, AK 99603
235-0541 voice - info@homerfund.org email

LETTER OF AGREEMENT

DISTRIBUTION #12-20 DATE: 11/8/11
FUNDING RECIPIENT NAME: City of Homer
CONTACT PERSON: Walt Wrede, Manager
ADDRESS: 491 E. Pioneer Ave, Homer, AK 99603
PROJECT: Climate Action Plan Implementation- Port and Harbor Office Upgrades
FUNDING SOURCE: Lentfer Pass-Through AMOUNT: \$4,904.00 CODE: 5015/4535

The Homer Foundation is pleased to award funding to the City of Homer in the amount of \$4,904.00 to support Energy Efficient Upgrades to the Port and Harbor Office as part of the City's Climate Action Plan. The City of Homer agrees to expend the funds for the intended purpose and:

1. Write a letter to the editors of the local media describing your project and recognizing support from Jack and Mary Lentfer through the Homer Foundation.
2. Write a letter describing your project and recognizing support from the Lentfers. Send this letter to the Homer Foundation and we will forward it to the donor.
3. Upon completion of your project submit the attached Evaluation Cover Sheet and a brief summary stating how the funds were use. Include copies of the letters to the media, letter to the donors, and 1-2 photos if available. (Digital photos are preferred and may be submitted via email to info@homerfund.org.)

Final compliance of all requirements must occur within sixty (60) days following the completion of your project.

Please sign and return this letter of agreement. A signed copy will be forwarded with your check.

City of Homer by:

WALT WREDE / CITY MANAGER

Print Name, Title

Walt Wrede
Signature

Date

11/14/11

The Homer Foundation by:

Joy Steward, Director

Date

Connecting generosity to community need.

THE HOMER FOUNDATION
EVALUATION COVER SHEET

GRANT NUMBER: _____

DATE: _____

APPLICANT: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE #: _____ EMAIL: _____

PROJECT TITLE: _____

PROJECT START/END DATES: _____

AMOUNT AWARDED: \$ _____

DIRECTIONS:

Complete this grant evaluation cover sheet and attach the following:

1. Summary of project; include how funds were expended, how the project benefitted the community;
2. Copies of letters to the editors of local media;
3. Letter to donor if required;
4. Any publicity recognizing the Homer Foundation and/or donors or their funds;
5. Photos of the project that would be suitable for inclusion in the HF annual report. List individuals shown and/or photographer if applicable
6. Please share if there was a "learning moment" for your project. Was there something that worked better than anticipated? Why? Or was there something that you would change to improve the project should it be replicated? What would you do differently?

Grant # _____
Date Rec'd _____

Exempt Status confirmed by staff _____

**FY12 Grants Cycle
(July 1, 2011 – June 30, 2012)
THE HOMER FOUNDATION
GRANT APPLICATION**

APPLICANT: City of Homer DATE: October 26, 2011

Please Check: 501(c)(3) Non-Profit Org EIN#: 920030963
 Must attach a copy of your IRS Letter of Determination
 Society/Group* Individual*

*Expenditure responsibility provided for funds awarded to non-exempt entities.

APPLICANT ADDRESS: 491 E. Pioneer Ave., Homer, AK 99603

CONTACT PERSON: Walt Wrede TITLE: City Manager PHONE #: 907- 435-3102

EMAIL: wwrede@cityofhomer-ak.gov WEBSITE: cityofhomer-ak.gov

PROJECT TITLE: Energy Efficient Doors and Windows at Port and Harbor Office

PROJECT START/END DATES: November 1 – 30, 2011

TOTAL PROJECT COST: \$4,904 AMOUNT REQUESTED: \$4,904

1. Provide a brief description of your organization, society, group, entity, summarizing your mission, goals and objectives. For an individual, describe your involvement in the community and your experience/expertise as it relates to this project. (Use only space provided.)

The City of Homer is requesting \$4,904 in funds from the \$5,000 currently held by the Homer Foundation on behalf of Jack and Mary Lentfer, who pledged the funds in support of the City's efforts to implement its Climate Action Plan (CAP), adopted by the City Council in December 2007. The purpose of the Climate Action Plan was to assess greenhouse gas emissions in Homer, including from City facilities, and to outline strategies to reduce those emissions as well as to help the community adapt to unavoidable climate change.

FY11 Grants Cycle
THE HOMER FOUNDATION
GRANT APPLICATION/Page 2

2. Describe the project for which you are requesting funding. Include a project timeline and an explanation of how the project will benefit the community. (Use only space provided.)

One of the strategies for reducing the City's greenhouse gas emissions outlined in the CAP is to "conduct energy audits for all City buildings and implement recommendations for weatherization and other measures to reduce energy use." The follow-up "Climate Action Plan Implementation Project Final Report," completed in December 2009, notes that electricity and fuel oil consumption could be reduced in the Port and Harbor Building (also known as the Harbormaster's Office) by replacing old doors and windows with more energy efficient models.

The Port and Harbor Office was constructed in 1983 from two older buildings and is known as one of the City's most energy-inefficient buildings. Located as it is at the end of the Spit, which is subject to colder and windier conditions than many other places in town, the building leaks warm air and therefore uses more energy for heating purposes than it should. Although the City is hoping to build a new Harbormaster's Office, this is not likely to happen very soon and the old building would most likely be re-purposed in any case. Therefore, efforts to reduce greenhouse gas emissions at the Harbormaster's Office now will have long-term benefits. They will also set a good example for other building managers.

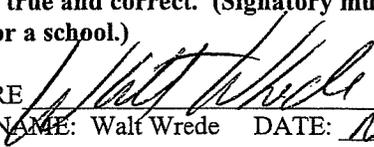
3. Budget Sheet: Use the attached Budget Detail and Narrative Sheet.

HAVE YOU RECEIVED A HOMER FOUNDATION GRANT BEFORE? YES NO

IF YES, MOST CURRENT AWARD: PROJECT DATES: _____
GRANT # _____ AMOUNT: _____
PROJECT TITLE: _____

COMPLIANCE WITH LETTER OF AGREEMENT? YES
 NO. If no, attach a current status of your project.

I certify that the information contained in this application, including all attachments and supporting material, is true and correct. (Signatory must be an authorized fiduciary for the organization, or the building principal for a school.)

SIGNATURE  TITLE: City Manager
PRINTED NAME: Walt Wrede DATE: NOV. 7 2011

The Homer Foundation
FY11 GRANTS PROGRAM - PROJECT BUDGET DETAIL SHEET

ORGANIZATION NAME: Homer Playground Project

PROJECT TITLE: Homer Playground Project - Design & Community Outreach Phase

PROJECT BUDGET: Please provide complete budget detail for this project (fill in only the blanks that pertain to this project). In the space provided for budget narrative, or on a separate sheet, be sure to explain how Homer Foundation funds would be used, or prioritize your funding needs. Indicate which revenue sources have been realized and which are pending. Explain any discrepancies.

PROJECT REVENUES:

	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
<u>Earned Income (list detail):</u>			
Fundraisers _____ _____	_____	_____	_____
Fees for Services _____ _____	_____	_____	_____
Sales of Goods/Merchandise _____ _____	_____	_____	_____
Memberships _____	_____	_____	_____
Other (Specify) _____ _____	_____	_____	_____
<u>Private Gifts, Grants & Contributions (list detail):</u>			
Individual Contributions (do not list names)	_____	_____	_____
Corporations (list names and amounts) _____ _____	_____	_____	_____
Homer Foundation Request Amount	<u>\$4,904</u>	_____	<u>\$4,904</u>
Other Foundations (list names and amounts) _____ _____	_____	_____	_____
Other (Specify) _____ _____	_____	_____	_____
<u>Government (list detail):</u>			
Federal _____	_____	_____	_____
State _____	_____	_____	_____
City of Homer _____	_____	_____	_____
Other (Specify) _____ _____	_____	_____	_____
<u>Other Income (list detail):</u>			
_____	_____	_____	_____
TOTAL PROJECT REVENUES	<u>\$4,904</u>	_____	<u>\$4,904</u>

PROJECT EXPENSES:

	<u>Cash</u>	<u>In-Kind</u>	<u>Total</u>
Salaries/fees: Labor to install doors and windows	\$1,875	_____	\$1,875
Travel	_____	_____	_____
Facilities			
Supplies (be specific)			
two 4x5 ft. picture windows @ \$256 each	\$512	_____	\$512
one 4x4 ft. slider window	\$278		\$278
one 2ft-8in x 4 ft casement window	\$345		\$345
one 3ft-6in x 30in picture window	\$165		\$165
one 21 7/8 in x 45 1/8 in thermal window	\$79		\$79
two 3ft x 82.5 in doors, 4 9/16 half-lites @ \$825 ea.	\$1,650		\$1,650
Other (be specific)			_____
TOTAL PROJECT EXPENSES	<u>\$4,904</u>	_____	<u>\$4,904</u>
PROFIT/LOSS	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

BUDGET NARRATIVE:

Expenses

The expenses for materials and labor reflect a quote from Lakeshore Glass prepared in October 2011. (See attached.)

THE HOMER FOUNDATION
GRANT GUIDELINES
FY11 Grants Cycle
(July 1, 2010 – June 30, 2011)

The Homer Foundation is a publicly supported tax-exempt organization founded in 1991 to enhance and foster charitable and philanthropic giving in the greater Homer Area. This is accomplished by:

- Attracting gifts and bequests from many donors;
- Creating permanent endowments dedicated to improving the quality of life for Homer area citizens forever;
- Managing its funds through cooperative investment and prudent management of its gifts and bequests;

The Homer Foundation seeks to distribute funds in a manner consistent with its Mission Statement and as requested by specific donor interests. The general policy of the Foundation is to fund innovative, creative projects that have a high likelihood of success and will have a long-term, positive impact on the communities we serve.

Our Service Area: southern Kenai Peninsula, from Ninilchik south including the communities across Kachemak Bay.

Our Project Area: preference will be given to projects or programs that take place **within** our service area. However, consideration will be given to projects occurring **outside** our service area if the applicant can establish that direct benefits will accrue to our communities as a result of the project/program.

Who is Eligible to Receive Funds?

Non-Profit Organizations: recognized by the IRS under section 501(c)(3), and other qualified not-for-profit entities.

Societies and Groups: not recognized by the IRS under section 501(c)(3), but are functioning to enhance the quality of life in the same region as cited above, are eligible for consideration for projects that benefit the communities we serve. (The Homer Foundation will provide expenditure responsibility for any grant funds awarded to non-exempt organizations.)

Individuals: must be a resident of the region as described above. Requests will be considered on the merit of the project and how it will benefit the community. (The Homer Foundation will provide expenditure responsibility for any grant funds awarded.)

Award Process: Awards are made year-round, depending on availability of funds. The Distributions Committee has the authority to approve awards up to \$4000, and responses to applicants at this level can be expected within two weeks. These requests may be 1) approved, 2) declined, or 3) funded at a level other than amount requested. The Distributions Committee will also consider requests in excess of \$4000. If the Committee supports the application they will forward it to the Board of Trustees, and the full Board will be asked to vote on the decision. Again, grants may be approved, declined or funded at a level other than requested. This process may take as long as three months. The same application form is used, but you may be asked to supply a copy of the organization's current year operating budget, or other support materials.

Applications: All applications must be complete, properly signed, and submitted on the current Foundation application form. Fax and digital application will be accepted if legible and signed by a

fiduciary. Each application must include a project budget. Larger requests (in excess of \$4,000) will also require the organization's current operating budget. Forms are available from the Homer Foundation located in the lower level of the Kachemak Bay Title building, 3733 Ben Walters Lane, Suite 4, or requested via mail at P.O. Box 2600, Homer, Alaska 99603; phone, 235-0541; Fax, 235-2021; email, info@homerfund.org; or downloaded from our web site at www.homerfund.org. Fax and digital applications will be accepted if legible and include signature of a fiduciary.

Prior Grants Awarded: In FY10 the Homer Foundation awarded over \$80,000 from all sources. A list of past grantees may be found in our annual report, which may be requested from the Foundation and is also posted on the HF website: www.homerfund.org.

Letter of Agreement: Once an award is made, applicants are notified by mail. A Letter of Agreement must be signed for compliance and returned to the Homer Foundation before an award check will be issued. The Letter of Agreement must be signed by a fiduciary of the organization, or if a school, the building principal.

Project Report and Final Evaluation: Within 60 days of project completion, grantees are required to submit the Final Evaluation Cover Sheet and a final summary to include: how the funds were expended; how the project benefited the community; copies of publicity; and photographs, if available.

Other Homer Foundation Grant Programs:

Scholarships: The Homer Foundation manages a variety of scholarship funds. These scholarship programs each have a separate application process. Contact the Homer Foundation for more information.

City of Homer Grants Program: The Homer Foundation administers the City of Homer Grants Program. This is an annual grants program supporting grass-roots nonprofit organizations that have a facility and that provide services within the City of Homer. The grant requires a separate application form, and is dependent upon an annual City appropriation.

YAC Grants: The Homer Foundation's Youth Advisory Committee administers an annual grants program for projects affecting youth issues. This grant program is administered by the Youth Advisory Committee and requires a separate application process.

Contact the Homer Foundation for more information.

CONTACT: Joy Steward, Director
The Homer Foundation
P.O. Box 2600
Homer, AK 99603
235-0541 voice, 235-2021 fax
jsteward@homerfund.org
www.homerfund.org

Located downstairs in the Kachemak Bay Title Building
3733 Ben Walters Lane, Suite 4, Homer, AK

Estimate for City of Homer
Harbar office

Breakroom

2-4⁰x5⁰ Picture \$256 each

office Desk

1-4⁰x4⁰ Slider \$278

Rachel's office

1-2⁰x4⁰ Casement \$345

1st office
1-3⁶x30 Picture \$165

1-21⁷/₈ x45¹/₈ thermal \$79

Doors

2-3⁰x82¹/₂ wall
4⁹/₁₆ 1/2 lites

\$825 each

Windows

\$1379.00

Labar \$1875

Total: \$4904.00

907-235-8505

Fax 907-235-8065

1371 Lakeshore Drive

Homer, Alaska 99603

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-46

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget to Accept and Appropriate \$322,100 in the General Fund, the Utility Fund and the Port and Harbor Fund Operating Budgets for the Purpose of Recognizing and Accounting for State of Alaska PERS Relief Provided in 2011.

Sponsor: City Manager/Finance

1. City Council Regular Meeting November 28, 2011 Introduction
2. City Council Regular Meeting December 12, 2011 Public Hearing and Second Reading

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/ Finance

4 ORDINANCE 11-46
5

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
7 ALASKA, AMENDING THE FY 2011 OPERATING BUDGET
8 TO ACCEPT AND APPROPRIATE \$322,100 IN THE
9 GENERAL FUND, THE UTILITY FUND AND THE PORT
10 AND HARBOR FUND OPERATING BUDGETS FOR THE
11 PURPOSE OF RECOGNIZING AND ACCOUNTING FOR
12 STATE OF ALASKA PERS RELIEF PROVIDED IN 2011.
13

14 WHEREAS, The adopted FY 2011 Operating Budget did not recognize or account for
15 PERS Relief provided by the State of Alaska in the amount of \$322,100; and
16

17 WHEREAS, The City Auditor has informed the Finance Department that PERS relief
18 must be recognized in the adopted City budget.
19

20 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
21

22 Section 1. The following revenue line items in the FY 2011 Operating Budget are hereby
23 amended as follows:
24

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
100-030-4527	General Fund PERS RELIEF REVENUE	\$222,100
200-400-4527	Water Utility PERS RELIEF REVENUE	\$ 25,000
200-500-4527	Sewer Utility PERS RELIEF REVENUE	\$ 25,000
400-600-4527	Port & Harbor PERS RELIEF REVENUE	<u>\$ 50,000</u>
	Total	\$322,100

32
33 Section 2. The following expenditure line items in the FY 2011 Operating Budget are
34 hereby amended as follows:
35

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
100-101-5102	City Clerks PERS RELIEF EXPENDITURE	\$ 9,500
100-110-5102	City Manager PERS RELIEF EXPENDITURE	\$ 9,300
100-111-5102	Personnel PERS RELIEF EXPENDITURE	\$ 4,600
100-113-5102	Info. System PERS RELIEF EXPENDITURE	\$ 9,200
100-120-5102	Finance PERS RELIEF EXPENDITURE	\$ 22,500
100-130-5102	Planning PERS RELIEF EXPENDITURE	\$ 12,500
100-145-5102	Library PERS RELIEF EXPENDITURE	\$ 15,000
100-149-5102	Airport PERS RELIEF EXPENDITURE	\$ 2,000
100-150-5102	Fire PERS RELIEF EXPENDITURE	\$ 22,500

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-47

An Ordinance of the Homer City Council Amending the FY 2011 Capital Budget by Transferring \$415,873 from the City Hall / Town Center Project Construction Account to the New City Hall Expansion and Renovation Project Construction Account.

Sponsor: City Manager/Finance

1. City Council Regular Meeting November 28, 2011 Introduction
 - a. Ordinance 07-29
 - b. Ordinance 11-04
 - c. Ordinance 11-19(S)
 - d. Memorandum 11-066

2. City Council Regular Meeting December 12, 2011 Public Hearing and Second Reading
 - a. Ordinance 07-29
 - b. Ordinance 11-04
 - c. Ordinance 11-19(S)
 - d. Memorandum 11-066

<u>Account</u>	<u>Description</u>	<u>Amount</u>
170-173	City Hall / Town Center Project	\$415,873
Transfer to:		
151-775	City Hall Renovation and Expansion Project	\$415,873

Section 2. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____ 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt E. Wrede, City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____

CITY OF HOMER
HOMER, ALASKA

Finance/City Manager

ORDINANCE 07-29

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA AMENDING THE FY 2007 BUDGET BY
AUTHORIZING THE TRANSFER OF \$415,273.80 FROM CITY
HALL DEPRECIATION RESERVES TO FUND 170, NEW
CITY HALL, FOR THE CONSTRUCTION OF A NEW CITY
HALL BUILDING.

WHEREAS, Constructing a new City Hall building has been a priority over the past few
years; and

WHEREAS, The Finance Department has decided to create a new fund, Fund 170, to
hold all costs and revenues associated with the cost of building a new City Hall; and

WHEREAS, The Finance Department recommends transferring the available balance of
the City Hall Depreciation Reserves account to the New City Hall Building account, with the
goal of using these monies to cover expenses that are not grant eligible.

NOW, THEREFORE THE CITY OF HOMER ORDAINS:

Section 1. That the City Council hereby amends the FY 2007 Budget by authorizing the
transfer of funds from City Hall Depreciation Reserves to New City Hall Building, in the amount
of \$415,273.80 for the construction of a new City Hall building:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
Revenue		
156-384-5990	City Hall Depreciation Reserves	\$415,273.80
Expenditure		
170 733 4992	New City Hall Building	\$415,273.80

Section 2. This ordinance is a budget amendment only, is not of a permanent nature and
is a non code ordinance.

PASSED AND ENACTED by the Homer City Council this 10 day of September,
2007.

CITY OF HOMER

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James C. Hornaday
JAMES C. HORNADAY, MAYOR

J. Johnson
JO JOHNSON, CMC, CITY CLERK

Introduction: 8/27/07
Public Hearing: 9/10/07
Second Reading: 9/10/07
Effective Date: 9/11/07

Ayes: 6
Noes: 0
Abstain: 0
Absent: 0

Reviewed and approved as to form and content:

Walt E. Wrede
Walt E. Wrede, City Manager

Gordon Tans
Gordon Tans, City Attorney

Date: 9/12/07

Date: 17 Sept 2007

Fiscal Note: Fiscal information included in body of Ordinance.

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 11-04

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ACCEPTING AND APPROPRIATING A STATE OF ALASKA LEGISLATIVE GRANT IN THE AMOUNT OF \$1,457,758.20 FOR THE PURPOSE OF EXPANDING AND RENOVATING CITY HALL.

WHEREAS, The City has received a Legislative Grant in the amount of \$1,457,758.20 for the purpose of expanding and renovating the existing City Hall building; and

WHEREAS, The grant funds will be used to construct approximately 4,000 square feet of new office space and significant upgrades to the existing building.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts and appropriates a State of Alaska Legislative Grant in the amount of \$1,457,758.20 for the purpose of expanding and renovating City Hall as follows:

Revenue:

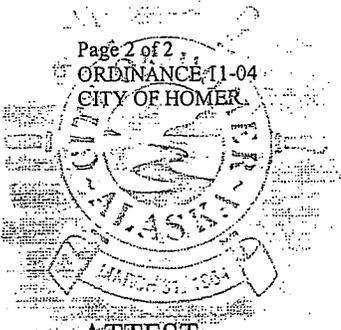
<u>Account</u>	<u>Description</u>	<u>Amount</u>
151-775	Legislative Grant/City Hall Renovation and Expansion	\$1,457,758.20

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
151-775	City Hall Renovation and Expansion	\$1,457,758.20

Section 2. This is a budget amendment ordinance, in temporary in nature, and shall not be codified.

ENACTED BY THE HOMER CITY COUNCIL this 28 day of Feb., 2011.



CITY OF HOMER

James C. Hornaday
JAMES C. HORNADAY, MAYOR

ATTEST:

[Signature]
JO JOHNSON, CMC, CITY CLERK

YES: 5
NO: 0
ABSENT: 1
ABSTAIN: 0

First Reading: 2/15/11
Public Hearing: 2/28/11
Second Reading: 2/28/11
Effective Date: 3/01/11

Reviewed and approved as to form:

[Signature]
Walt Wrede, City Manager

Date: 3/2/11

[Signature]
Thomas F. Klinkner, City Attorney

Date: 3-16-11

CITY OF HOMER
HOMER, ALASKA

Roberts/Wythe

ORDINANCE 11-19(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, ESTABLISHING A PRELIMINARY BUDGET AND
AUTHORIZING THE EXPENDITURE OF \$486,948 FROM
DEPRECIATION RESERVES FOR THE RENOVATION AND
EXPANSION OF CITY HALL.

WHEREAS, Upon review of the renovations and expansion of City Hall, the City Hall Renovation and Expansion Task Force recommended improvements to the current City Hall heating system, lighting, and air handling unit and replacement of the roof, deck, carpets and exterior siding; and

WHEREAS, Depreciation reserves were set aside for the purpose of repairs and maintenance of the existing City Hall building to extend the useful life of the building; and

WHEREAS, Council declared via Resolution 11-028 their support to use City Hall Depreciation Reserves to assist with the costs of renovation to the existing City Hall, finding it economically sensible to complete the improvements and replacements of the existing building during the renovation and expansion project.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby establishes a preliminary budget (Attachment A) and authorizes the expenditure of Depreciation Reserves for the Renovation and Expansion of City Hall as follows:

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
156-375	Depreciation Reserves	\$486,948

Section 2. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE HOMER CITY COUNCIL this 24th day of May, 2011.

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CITY OF HOMER

Mary E. Wythe
MARY E. WYTHE, MAYOR PRO TEMPORE

ATTEST

John Johnson
JO JOHNSON, CMC, CITY CLERK

YES: 5
NO: 0
ABSENT: 0
ABSTAIN: 0

First Reading: 5/09/11
Public Hearing: 5/24/11
Second Reading: 5/24/11
Effective Date: 5/25/11

Reviewed and approved as to form:

Mark Robl
Mark Robl, Acting City Manager

Date: 6-2-11

Thomas F. Klinkner
Thomas F. Klinkner, City Attorney

Date: 6-22-11

Attachment A

65% Budget Breakdown
 City Hall Renovation and Expansion
 May 3, 2011

Proposed Project	Original Budget	Proposed Budget
Expansion Construction	\$1,500,000	\$1,510,909
1% for Art	\$15,000	\$15,000
Preconstruction Services	\$135,000	\$129,869
Construction Assistance Services	\$30,000	\$22,150
City Salaries/Administration	\$40,000	\$40,000
Contingency (10%)	\$150,000	\$150,000
Total Proposed Project	\$1,870,000	\$1,867,928

4100 SF new bldg. removal of HEA power line, no work on existing bldg

	Proposed
Additional Work (addn funding r'qrd)	
Energy Efficiency Improvements	
New Heating System	\$39,400
Lighting Upgrade	\$27,500
New Air Handling Unit	\$24,500
Subtotal Energy Improvements	\$91,400
Renovations per UAA Architect's Report	
New Roof	\$52,000
Deck Replacement	\$25,000
New Carpet	\$62,900
Interior Painting	\$22,660
Exterior Siding	\$71,850
Window Replacement (2)	\$2,000
Work Space Improvements	\$131,400
Elevator Pit Repair	\$4,550
Subtotal Renovation Improvements	\$372,360
Contingency (5%)	\$23,188
Total Addition Funding Required =	\$486,948

replace electric heat with hydronic (heating fuel)
 replace lighting with energy efficient lighting
 replace old roof AHU with new efficient unit

replace shingle roof/rehab flat roof
 replace handicap ramp and deck (north side of bldg)
 install new carpeting in existing bldg
 paint and patch all interior wall surfaces
 new siding on exterior of existing building
 replace two damaged windows
 Wall moving/breakroom relocation/storage area adjustments
 repair mountings bottom of elevation shaft



CITY OF HOMER
PUBLIC WORKS
3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170
FACSIMILE (907)235-3145

MEMORANDUM 11-066

TO: Walt Wrede, City Manager
FROM: Carey Meyer, Public Works Director
DATE: May 3, 2011
RE: **City Hall Expansion and Renovation Project**
Additional Funding to Complete Renovations

The City Hall Expansion and Renovation Task Force has been meeting since February to provide guidance and oversight of the design team regarding the development of plans for this project.

During the conceptual design stage, it became evident that additional funding would be required to complete both the expansion and renovation portion of the project.

The Task Force supports the idea that City Hall expansion work be funded using the available State Legislative Grant monies; and that it would be appropriate to use City reserve account depreciation funds to complete the renovation of the existing City Hall building.

Attached is the current budget for the project, separating the expansion work from the renovation work. An additional \$486,948 is required to complete all renovation work.

Recommendations: The City Council pass an ordinance authorizing the use of depreciation funds to complete the renovation portion of the project.

ORDINANCE(S)

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-48

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2012 Capital Budget by Accepting and Appropriating a Legislative Grant in the Amount of \$6,000,000 for the Purpose of Constructing Deep Water / Cruise Ship Dock and Passenger Facility Improvements.

Sponsor: City Manager

1. City Council Regular Meeting December 12, 2011 Introduction
 - a. FY12 Designated Legislative Grant Agreement

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager

4 ORDINANCE 11-48
5

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
7 ALASKA, AMENDING THE FY 2012 CAPITAL BUDGET BY
8 ACCEPTING AND APPROPRIATING A LEGISLATIVE
9 GRANT IN THE AMOUNT OF \$6,000,000 FOR THE PURPOSE
10 OF CONSTRUCTING DEEP WATER / CRUISE SHIP DOCK
11 AND PASSENGER FACILITY IMPROVEMENTS.
12

13 WHEREAS, The City has received a legislative grant agreement for a grant in the
14 amount of \$6,000,000 to construct Deep Water / Cruise Ship Dock and passenger facility
15 improvements; and
16

17 WHEREAS, The City Council wishes to accept and appropriate the grant funds and
18 construct the improvements described in the grant agreement.
19

20 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
21

22 Section 1. The Homer City Council hereby amends the FY 2012 Capital Budget by
23 accepting and appropriating a legislative grant in the amount of \$6,000,000 for the purpose of
24 constructing Deep Water / Cruise Ship Dock and passenger facility improvements as follows:
25

26 Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
415-926	Dock and Passenger Facility Improvements	\$6,000,000

29 Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
415-926	Dock and Passenger Facility Improvements	\$6,000,000

33 Section 2. The City Manager is authorized to execute the appropriate documents.
34
35

36 Section 3. This ordinance is a budget amendment ordinance only, is not permanent in
37 nature, and shall not be codified.
38

39 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
40 _____ 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

41
42
43
44
45
46 ATTEST:

47
48 _____
49 JO JOHNSON, CMC, CITY CLERK
50

51
52 YES:

53 NO:

54 ABSTAIN:

55 ABSENT:

56
57 First Reading:

58 Public Hearing:

59 Second Reading:

60 Effective Date:

61
62 Reviewed and approved as to form:

63
64
65 _____
66 Walt E. Wrede, City Manager

Thomas F. Klinkner, City Attorney

67
68 Date: _____

Date: _____



STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Sean Parnell, Governor
Susan K. Bell, Commissioner
Scott Ruby, Director

Division of Community and Regional Affairs
Grants Section

November 18, 2011

The Honorable James Hornaday
Mayor, City of Homer
491 East Pioneer Ave
Homer, AK 99603

Re: FY12 Designated Legislative Grant Agreement # 12-DC-609

Enclosed you will find a Grant Agreement between the City of Homer and the Department of Commerce, Community, and Economic Development for use towards Cruise Ship Dock and Passenger Facility Improvements.

After you have reviewed the grant agreement and approved of its contents, please sign and return the full agreement via U.S. Mail. I will return a fully executed copy of the grant agreement to you for your files after I secure the appropriate Department signature.

Please feel free to contact me at 907-465-2023 if you have questions regarding this grant agreement or implementation of your project. I'd like to wish you every success as you proceed with this important community development activity.

Sincerely,

Nancy Pierce
Grants Administrator II

Enclosure: Grant Agreement



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program
Grant Agreement

Grant Agreement Number 12-DC-609		Amount of State Funds \$ 6,000,000.00	
Encumbrance Number/AR/Lapse Date /8889 / 6/30/2016		Project Title Cruise Ship dock and Passenger Facility Improvements	
Grantee		Department Contact Person	
Name City of Homer		Name Nancy Pierce	
Street/PO Box 7491 East Pioneer Avenue		Title Grants Administrator	
City/State/Zip Homer, AK 99603		Street/PO Box PO Box 110809	
Contact Person Walt Wrede, City Manager wwrede@ci.homer.ak.us		City/State/Zip Juneau, Alaska 99811-0809	
Phone 907-235-8121 ext 2222	Fax 907-235-3148	Phone (907) 465-2023	Fax (907) 465-5867

AGREEMENT

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and City of Homer (hereinafter 'Grantee') agree as set forth herein.

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$6,000,000.00**.

Section II. The Grantee shall perform all of the work required by this Agreement.

Section III. The work to be performed under this agreement begins 7/1/2011 and shall be completed no later than 6/30/2016.

Section IV. The agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
 2. Project Budget
 3. Project Narrative
 4. Project Management/Reporting
 5. Forms Packet
- Attachment B: Payment Method
Attachment C: Standard Provisions

APPENDICES

- Appendix A: Audit Regulations
Appendix B: Audit Compliance Supplement
Appendix B2: Insurance
Appendix C: State Laws and Regulations
Appendix D: Special Requirements and Assurances for Federally Funded Projects (if applicable)
Appendix E: Site Control
Appendix F: State Fire Marshal Review

AMENDMENTS: Any fully executed amendments to this Agreement

Grantee	Department
Signature	Signature
Printed Name and Title Walt Wrede, City Manager	Printed Name and Title Jolene Julian, Grants Administrator III
Date	Date

Reviewed by: UK

Attachment A Scope of Work

1. Project Description

The purpose of this FY 2012 Designated Legislative Grant in the amount of \$6,000,000.00 [pursuant to the provisions of AS 37.05.315, SLA 2011, SB 46, Chapter 5, Section 7, Page 141, Lines 18,] is to provide funding to City of Homer for use towards Cruise Ship dock and Passenger Facility. The objective of this project is to make improvements to the Cruise Ship Dock and Passenger Facilities.

This project may include, but is not limited to:

- Engineering and Design;
- Dock fenders, camel and bollard upgrades;
- Broom attachment for port forklift, steel transition plate;
- Guard house, public restroom, covered passenger waiting area;
- Fenced Staging area, side trail around harbor/ pullouts and signage;
- Paved parking /covered shelter in commercial area;
- Trail from End of Road Park to Coal Point Park/restrooms;
- Two public restrooms and covered bus stops downtown,
- Public art and landscaping; and
- Construction costs, materials and contracts.

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

2. Project Budget

Cost Category	Grant Funds	Total Project Cost
Program Funds	\$6,000,000.00	\$6,000,000.00

3. Budget Narrative

The Grant Funds identified above will be used to complete the project described in the above Project Description.

4. Project Management/Reporting

This project will be managed by the Grantee.

If the Grantee is a City, signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the Mayor. The Mayor may delegate signatory authority for executing the Grant Agreement and amendments to others within the City government via the Signatory Authority Form. The Mayor may also designate financial and progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the City government, unless otherwise approved by the Department.

If the Grantee is not a City, signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the Chief Executive Officer (CEO). The CEO may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The CEO may also designate financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the grant and any balance of funds under the grant. It may also result in the Grantee being required to return such amounts to the State.

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form (see attached) each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due fifteen (15) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

5. Grant Forms Packet

The following page, which includes the Designated Legislative Grant Financial/Progress Report Form, is to be used by the Grantee for monthly/quarterly reporting. Additional copies of this form are available from the Department, electronically or in hard copy.

Department of Commerce, Community, and Economic Development
Division of Community and Regional Affairs
DESIGNATED LEGISLATIVE GRANT FINANCIAL/PROGRESS REPORT
AND REQUEST FOR REIMBURSEMENT

Grantee:	Grant Number:
Project Title:	Report Period:
Report No:	From: _____ To: _____
Note: Financial Report/Request for Reimbursement must include Progress Report narrative.	

State Share Grant Funds				
Cost Category	Authorized Budget	Expenditures this Report Period	Total Grant Expenditures to Date	Balance of Grant Funds
Program Funds	0.00	0.00	0.00	0.00
Administration	0.00	0.00	0.00	0.00
Total This Report	0.00	0.00	0.00	0.00

Current Advance Balance (if any)	-		
Total Grant Expenditures This Period	0.00	Total Grant Award	0.00
LESS Advance Recovered This Report (if any)	0.00	LESS Total Grant Expenditures to Date	0.00
NET REIMBURSEMENT TO GRANTEE	0.00	LESS Unrecovered Advance Balance	0.00
Advance Balance Remaining (if any)	0.00	TOTAL Grant Funds Remaining	0.00

Progress Report: Describe activities that occurred during this report period. Identify any problems you may be experiencing. Attach additional pages if necessary.

Grantee Certification: I certify that the above information is true and correct, and that expenditures have been made for the purpose of, and in accordance with, applicable grant agreement terms and conditions.

Authorized Signature **Date**

Name and Title

DCCED Staff Use:	
Encumbrance No:	_____
Payment Amount:	_____
GA Approval:	_____
DCCED Signature	Date

Attachment B Payment Method

1. Advance/Reimbursement Payment

Upon full execution of this Grant Agreement, a State treasury warrant in an amount not to exceed 20% of the amount in Section I may be released upon request. Additional State treasury warrants will be released on a reimbursement basis upon receiving and approving a Grantee's financial/progress reports. The Department will reimburse the Grantee for costs incurred during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved financial/progress reports, prepared and submitted by the Grantee on the form provided in Attachment A. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., vendor billings, signed timesheets, invoices).

If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

2. Withholding of Ten Percent (10%)

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this grant agreement, including all required reporting of the project.

Attachment C Standard Provisions

Article 1. Definition

“Department” refers to the Department of Commerce, Community and Economic Development with the State of Alaska.

Article 2. Indemnification

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney’s fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee’s agents or employees.

Article 3. Legal Authority

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee’s relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

Article 4. Waivers

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department’s failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

Article 5. Access to Records

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

Article 6. Reports

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

Article 7. Retention of Records

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

Article 8. Assignability

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

Article 9. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 10. Program Income

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

Article 11. Amendments and Modifications

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

Article 12. Recordkeeping

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

Article 13. Obligations Regarding Third-Party Relationships

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

Article 14. Conflict of Interest

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

Article 15. Political Activity

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

Article 16. Notices

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

Article 17. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Article 18. Termination by Mutual Agreement

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

Article 19. Termination for Cause

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

Article 21. Recovery of Funds

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

Article 22. Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

Article 23. Jurisdiction

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

Article 24. Ownership of Project/Capital Facilities

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

Article 25. Site Control

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

Article 26. Insurance

The Grantee is responsible for obtaining any necessary liability insurance. In addition, the Grantee shall provide and maintain Workers' Compensation Insurance as required by AS 23.30 for all employees engaged in work under this Grant Agreement. The Grantee shall require any contractor to provide and maintain Workers' Compensation Insurance for its employees as required by AS 23.30. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

Article 27. Subcontracts for Engineering Services

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

Article 28. Governing law

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

Article 29. Budget Flexibility

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

Article 30. Equal Employment Opportunity (EEO)

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by

any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

Article 31. Public Purposes

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

Article 32. Operation and Maintenance

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

Article 33. Assurance

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

Article 34. Current Prevailing Rates of Wage

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

Article 35. Severability

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

Article 36. Performance

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this

Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

Article 38. Audit Requirements

The Grantee shall comply with the audit requirements established by 02 AAC 45.010, set forth in Appendix A of this Grant Agreement.

Article 39. Close-Out

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

Article 40. Americans with Disabilities Act

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A Audit Regulations

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in 2 AAC 45.010. **AUDIT REQUIREMENTS.**

A copy of the most current 2 AAC 45.010 adopted regulations is available at the State Single Audit website:
<http://doa.alaska.gov/dof/ssa/index.html>.

Appendix B2 Insurance

Article 1. Insurance

Without limiting contractor's indemnification, it is agreed that the contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a thirty (30) day prior notice of cancellation, non-renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's services.

1.1 Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e. USL & H and Jones Acts) must also be included.

1.2 Comprehensive (Commercial) General Liability Insurance: With coverage limits not less than \$300,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

1.3 Comprehensive Automobile Liability Insurance: Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000.00 per person/\$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.

1.4 Professional Liability Insurance: Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$100,000 per occurrence/annual aggregate
\$100,000 - \$499,999	\$250,000 per occurrence/annual aggregate
\$500,000 - \$999,999	\$500,000 per occurrence/annual aggregate
\$1,000,000 or over	Negotiable - Refer to Risk Management

Appendix B Audit Compliance Supplement Grants to Municipalities

1. Program Objectives

Authorized and administered under AS 37.05.315 - .325, grants to municipalities are made at the discretion of the Legislature. The grants are designated for use on various capital projects and activities.

2. Program Procedures

Once the authorizing legislation becomes effective, a grant agreement specifying the purpose, terms, and conditions of the grant is executed with the municipality.

3. Compliance Requirements and Suggested Audit Procedures

A. Types of Services Allowed and Unallowed

Compliance Requirement Grant funds can be expended for a variety of purposes as provided for in the authorizing legislation and as specified in the grant agreement.

Suggested Audit Procedure Review the grant agreement and related records to determine if the funds were expended in accordance with the terms of the agreement.

Compliance Requirement The facilities and services provided by the grant must be available for use of the general public.

Suggested Audit Procedure Determine whether the facilities and services provided by the grant are available for the use of the general public.

B. Eligibility

The auditor is not expected to make tests for recipient eligibility.

C. Matching, Level of Effort and/or Earmarking Requirements

Compliance Requirement The appropriation or allocation lapses and the municipality must return to the state all grant funds received for construction of a public facility if substantial, ongoing work on the project has not begun within five years of the effective date of the appropriation or allocation.

Suggested Audit Procedure Examine financial records, reports, and supporting documentation to determine if substantial, ongoing work on the project has begun within five years of the effective date of the appropriation or allocation. Expenditures alone should not be a determining factor; site visits, photographic documentation, and/or interviews with contractors may be required if ongoing work is in question.

D. Reporting Requirements

Compliance Requirement The grant agreement will specify the reporting requirements to which the grantee must adhere.

Suggested Audit Procedures Examine reports and supporting documentation and verify completeness, accuracy and timeliness of submission. Verify that required approvals were obtained and that expenditures and matching contributions were within award performance period.

E. Special Tests and Provisions

Compliance Requirement The grant agreement will identify any other compliance requirements to which the recipient is to adhere.

Suggested Audit Procedures Review the grant agreement, identify any other applicable compliance provisions, including the "standard provisions," and verify that the requirements were met.

Appendix C

State Laws and Regulations

Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

Restriction on Use—AS 37.05.321

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

Hiring Preferences—AS 36.10

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

Historic Preservation Act—AS 41.35

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The department may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

Fire Protection—AS 18.70

This chapter of the Alaska Statutes requires the Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

Environmental Conservation—AS 46.03

This chapter of the Alaska Statutes applies to municipalities and could subject them to enforcement actions instituted by the Alaska Department of Environmental Conservation for air, land and water nuisances, and water and air pollution in a municipality of 1,000 or more, and may establish a local air pollution control program.

Alaska Coastal Management Program—AS 46.40

This chapter of the Alaska Statutes establishes a planning program for the use, management, restoration, and enhancement of the overall quality of the coastal environment. The law provides for the creation of coastal resource districts and the establishment, review, and approval of district management plans. If a district management plan is not implemented, enforced, or complied with, enforcement action may follow.

Permits and Environmental Procedures

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit—AS 46.14.140, 18 AAC 50.030**
- Anadromous Fish Protection Permit—AS 41.14.870, 11 AAC 195.010**
- Authorization for Tidelands Transportation—AS 38.05.035, 11 AAC 51.015**
- Brine or Other Salt Water Waste Disposal Permit—AS 31.05.030**
- Burning Permit during Fire Season—AS 41.15.060, 11 AAC 95.410**
- Coal Development Permit—AS 27.21.030, 11 AAC 85.110**
- Critical Habitat Area Permit—AS 16.20.510, 05 AAC 95.420**
- Dam Construction Permit—AS 46.17.040, 11 AAC 93.171**
- Driveway Permit—AS 19.05.040, 17 AAC 10.020**
- Encroachment Permit—AS 19.25.200, 17 AAC 10.012**
- Miscellaneous State Land Use Permit—AS 38.05.035, 11 AAC 96.010**
- Mineral and Geothermal Prospecting Permits—AS 38.05.181, 11 AAC 82.100**
- Occupied Tide and Submerged Land—AS 38.05.820, 11 AAC 62.010**
- Open Burning Permit—AS 46.03.020, 18 AAC 50.065**
- Permit for Use of Timber or Materials—AS 38.05.110, 11 AAC 71.025**
- Permit to Appropriate Water—AS 46.15.040, 11 AAC 93.120**
- Pesticides Permit—AS 46.03.320, 18 AAC 90.300**
- Preferred Use Permit—AS 46.15.150, 11 AAC 93.240**
- Right-of-Way and Easement Permits—AS 38.05.850, 11 AAC 58.740**
- Solid Waste Disposal—AS 46.03.100, 18 AAC 60.200**
- Special Land Use Permit—AS 38.05.850, 11 AAC 58.210**
- State Game Refuge Land Permit—AS 16.20.050 - 16.20.060**
- State Park Incompatible Use Permit—AS 41.21.020, 11 AAC 18.010**
- Surface Oiling Permit—AS 46.03.740, 18 AAC 75.700**
- Surface Use Permit—AS 38.05.255, 11 AAC 86.600**
- Tide and Submerged Lands Prospecting Permit—AS 38.05.250, 11 AAC 62.700**
- Tidelands Permit—AS 38.05.035**
- Tidelands Right-of-Way or Easement Permit—AS 38.05.820**
- Utility Permit—AS 19.25.010, 17 AAC 15.011**
- Waste Water Disposal Permit—AS 46.03.100, 18 AAC 72.010**
- Water Well Permit—AS 31.05.030, 11 AAC 93.140**

Appendix D
Special Requirements and Assurances
for Federally Funded Projects

Federal grant requirements are not applicable to the Designated Legislative Capital Grant program.

Appendix E Site Control

1. Site Control

The Grantee must provide evidence of site control for a project that involves any use of land, including but not limited to, construction, renovation, utility projects, fuel storage, roads, and trails.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site. Site control options are identified in Section 2.

For a project planned on land that is controlled by a public agency, the Grantee must obtain whatever authorization for use that is required by the public agency.

2. Site Control Options

Below are some examples of documents that may be used to satisfy site control requirements for various community facilities/projects. The terms and conditions contained in each document must be examined to determine adequacy for a specific project.

	Deed	Lease	Easement	Use Permit	License
Community Hall	✓	✓			
Clinic	✓	✓			
Fire Station	✓	✓			
Bulk Fuel Storage	✓	✓			
Dump	✓	✓			
Shop/Storage Building	✓	✓			
Cemetery	✓	✓			
Dock	✓	✓			
Campground	✓	✓			
Generator Building	✓	✓			
Multi-purpose building	✓	✓			
Laundromat	✓	✓			
Water well/Septic	✓	✓		✓	
Village Relocation	✓	✓	✓	✓	
Agriculture Project	✓	✓			
Sewage Lagoon	✓	✓			
Communication Site	✓	✓			
Road (.25')			✓	✓	
Trail (.25")			✓	✓	
Boardwalk			✓	✓	✓
Powerline			✓	✓	✓
Water/Sewer Line			✓	✓	✓
Pipeline			✓	✓	✓

Appendix F

State Fire Marshal Review

The Plan Review Process

Construction, repair, remodel, addition, or change of occupancy of any building/structure, or installation or change of fuel tanks must be approved by the State Fire Marshal's Office before ANY work is started.

Residential housing that is three-plex or smaller is exempt from this requirement.

Exception: The following jurisdictions have accepted a deferral for total code enforcement and plans should be submitted directly to the city: Anchorage, Juneau, Fairbanks, Kenai, Seward, Kodiak, Sitka, and Soldotna

Plans and specifications regarding the location of the building or structure on the property, area, height, number of stories, occupancy, type of construction, interior finish, exit facilities, electrical systems, mechanical systems, fuel storage tanks and their appurtenances, automatic fire-extinguishing systems, and fire alarm systems must be submitted by the owner or owner's representative to the State Fire Marshal for examination and approval. This review does not address structural considerations or accessibility requirements. Mechanical and electrical review is limited to that which is necessary to confirm compliance with fire and life safety requirements.

A copy of the plan review approval certificate must be posted as required in 13 AAC 55.100(b). It is prohibited to occupy a building for which plans have not been examined and approved.

If any work for which a plan review and approval is required has been started without first obtaining plan review and approval, an additional special processing plan review fee of \$100 is charged for the first violation. The special processing plan review fee for a subsequent violation by the same person is an additional charge equal to the amount of the standard plan review fee for the project.

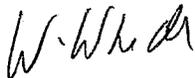
Authority: AS 18.70.080

Alaska Administrative Code: 13 AAC 50.027

CITY MANAGER'S REPORT

MANAGERS REPORT
December 12, 2011

TO: MAYOR HORNADAY / HOMER CITY COUNCIL

FROM: WALT WREDE 

UPDATES / FOLLOW-UP

1. Revolving Energy Fund: Earlier this year, the Council transferred money from the Revolving Energy Fund into a project fund to improve energy efficiency and lower energy costs at city buildings and facilities. That project is now complete and I will ask Carey to provide you with a final project report. You may recall that the ordinance establishing the Revolving Energy Fund called for the fund to be replenished with the savings that are realized from reduced energy costs. These savings will need to be accounted for and audited beginning in 2012. The Draft 2012 Budget before you does not take this into account. In other words, it does not show transfers from the General Fund, Water and Sewer Fund, and Port and Harbor Fund to the Revolving Energy Fund (or to the depreciation funds). This could be done with a budget amendment later in 2012. It is not necessary to complicate the budget discussions at this late hour. However, we do have some concerns about the accounting process required by the REF ordinance. We are also concerned about the impacts the ordinance may have on the budget given that energy prices continue to rise and the projected savings, while real (these improvements have protected the City from even higher bills), are not likely to be evident in terms of the approved budget. In other words, the City likely won't see real savings within the budget that can simply be transferred to the REF account. Council would have to come up with more money, above and beyond the existing budget, to make those transfers. We would suggest a workshop later this winter to go over this in more detail before taking action.
2. Proposed Workshop / Insurance Broker: Last week, Jeff Paxton, from the Mercer Company was here for three days. Jeff is the City's new insurance broker. He proved to be a wealth of information and it did not take very long for me to realize that hiring his company will be well worth the money. He has already saved the City quite a bit (see number 3 below). Jeff has a great deal of information and insight into trends in health care costs and benefit packages. He is also very knowledgeable about the new health care law and the potential impacts it may have on the City's finances and the insurance coverage it provides to employees. Jeff recommends that any changes the City makes to insurance coverage or premiums it charges employees should be done with the new health care law in mind. I would strongly suggest that we schedule a Council workshop with Jeff later this winter to discuss some of these issues. We shared some of this information (and some of Jeff's time) with the Employee Committee when it met on Thursday. In my view, the more the Council and the employees know about the City's self insured plan, current trends and industry standards, and the new health care law, the better. Informed choices are generally the best ones.

3. Health Insurance Plan Savings: The City's new insurance broker is already at work trying to obtain the most cost effective health insurance coverage possible. Several City insurance contracts are about to expire on December 31. Jeff has been seeking bids and negotiating prices with insurance providers. In the last few days, we decided to switch life insurance providers from Lincoln Financial to Prudential. This resulted in a 23% savings or about \$4,000. We also switched stop loss coverage. We renewed coverage with the current provider but switched PPO networks (Facility Steerage). Under the new PPO, South Peninsula Hospital and two commonly used Homer clinics are preferred providers. This move has resulted in savings of \$88,000. Jeff is currently working with the City's third party administrator to see if we can amend that contract and negotiate a lower price.
4. City Hall Expansion and Renovation Update: This project continues to progress on time and on schedule. Construction of the new section of the building is now essentially complete. The Clerk's office and the Finance office have moved into the new section. Work has now begun on remodeling the rest of the building. It is anticipated at this time that the project will be basically complete by the end of this year. If everything stays on schedule and there are no unanticipated delays, we are planning to move Administration, Planning, and IT personnel out of the old school and back into City Hall either the last week of December or the first or second week in January.
5. Administration Budget Amendments: Your packet contains several proposed FY 2012 budget amendments that I hope Council will move to place on the table and vote on. These are all items you have been informed about and I hope are anticipating. The first is a change in the personnel budget. Council recently approved a change in job description and compensation for Anne Marie's old position. This requires an increase in the Economic Development salary budget of about \$12,000. At the same time, the Admin Assistant in the City Manager's office is transferring to Public Works. That position is being downgraded back to its original job description and compensation, saving approximately \$12,000. So this amendment is basically budget neutral. The second amendment has to do with the damaged fenders on the Deep Water Dock. This is something that needs to be fixed as soon as possible or usage of the dock will be restricted and safety compromised. The budget amendment calls for \$125,000 to be transferred from the Port and Harbor reserves to a project budget for design and construction. We are proposing this to give us the flexibility to act quickly. We hope we will not have to spend most of this money. This damage may be covered by insurance and we would only have to pay the deductible if that is the case. Further, the legislative grant scope of work on the \$6 Million in cruise ship funds that Council is about to accept calls for replacing all of the fenders on the dock. So, if we can get everything in place quickly, we may be able to use grant funds for this project and protect the reserves. The third amendment we discussed has to do with furniture at City Hall. At the time this report was drafted, staff was still compiling a list of the most necessary items and cost estimates. Measurements are also being taken and since the new offices are now occupied, folks can see how furniture fits and what configurations might work best. So, there is no proposed amendment at this time. We will talk to you about this further in January when the dust settles and we have a clearer picture of what is needed.

6. Budget Amendments / Employee Committee: At the last Committee of the Whole, the Council asked if it was possible for the Employee Committee to provide a recommendation on potential changes to the health insurance plan by this meeting. The Committee held a meeting on Thursday December 1st and it send a survey out to employees on Monday December 5th. The Committee received a very clear message from the employees. Well over 70 percent of them responded to the survey and their preference was clear. Matt Clark, the Chair of the Committee will be available at the Committee of the Whole to discuss all of this. He has also prepared a short power point and a memo which discusses the alternatives the Committee can up with and the choice made by the employees. I hope Council will provide him some time. It is important to keep in mind that the alternative favored by the employees is not on the table at this time. The employees are not intending to simply say here, cut our benefits or charge us a premium. Doing so would be a real hardship for many. What they are saying, is that if the Council determines that it is in the overall best interest of the City to make changes this year, and it has the votes to do that, this proposal should be substituted for the proposed amendment which is on the table.
7. Health Insurance Fund: Health Insurance claims vary widely from month to month as you might expect. The fund was operating in the black for most of the early part of this year. What I mean by that is that monthly costs were consistently below the approved budget. However, the number of claims and overall costs to the plan increased dramatically during several months in the summer and fall. We now have the numbers through the end of October and we are more confident in projecting that the plan will end the year with a deficit of around \$150,000 to \$200,000. Hopefully it will be less than that depending upon what occurs the last two months of the year. If a deficit occurs, there are adequate funds in the health insurance reserves to cover it this year. The bigger problem is the trend going forward. We budgeted the same amount for per employee contributions in the budget for FY 2012 as we did in 2011. That seemed reasonable back in September based up past plan usage trends and the health of the reserve fund. However, we are now projecting a budget deficit this year. And the City's insurance broker, based upon what he knows about industry trends, predicts that health care costs will rise at least 10 percent in 2012. So in other words, he agrees with the statement Francie made at the last meeting that the proposed budget for monthly per employee contributions (\$1,300) is probably too low. I mention this now because the Council may have to amend the budget at mid-year or sooner based upon how our expenses go as we start the new year. Also, if the Council decides to charge employees a premium beginning next year, the funds raised by this premium must be used for health insurance costs by law. I would strongly recommend that the Council not lower the budgeted amount for health insurance contributions. It should be kept at the same level and increased by the amount of the employee contribution.

ATTACHMENTS

1. Memorandum from Library Director re: Books
2. Finance Department Award.

**Homer Public Library
500 Hazel Avenue
Homer, Alaska 99603
907-235-3180**

MEMORANDUM

TO: Mayor and Council

THROUGH: Walt Wrede, City Manager

FROM: Ann Dixon, Library Director

RE: Response to Proposed Amendments to the FY2012 Budget

Introduction

The Homer Library serves every segment of the community, from babies to seniors, from the wealthy to the neediest, with equal access for all. To meet the varied interests of our community, we purchase books in 24 subject categories, formats, and age groups, including fiction and non-fiction for adults, preschoolers, elementary-aged children, and teens; large print books; reference books; Russian language materials; and soon, e-books. The book budget also pays for replacing worn out, damaged and lost books.

During the year 2011, as of November 30, we had 10,920 registered library card holders in a service area of 13,016 people. We checked out 57,230 books, 23,803 of which were used by children and teens. Books are clearly in high demand.

The Library is used by hundreds of people, day in and day out, six days per week. Through November 30 of this year, 115,273 people passed through our doors. Some come to use the computers, but many come for books. Some read books in-library, without checking them out.

Why Is the Book Budget So Important?

Even with computers and the Internet, books are still the heart of the library. A healthy book budget enriches the entire community by enabling the library to purchase a variety of materials, which individuals could never afford on their own. While the Internet gives us access to a mind-boggling breadth of information, books give us depth and a level of accuracy not always found online. Books play an essential role in the cultural, educational, and intellectual life of this community.

Library books are a frugal use of resources by making books available community wide. One popular nonfiction book recently fell apart after more than 200 check-outs. Now that's effective resource-sharing!

Information

Up-to-date books provide the public with useful information on everything from medical conditions to legal forms, business to natural science, building codes to financial investments, nutrition to current affairs, technology to test preparation, home building to cooking – just to name a few. In the Information Age, information changes rapidly and must be updated to remain accurate and useful.

Literacy and Life-Long Learning

The Library fulfills a core purpose of facilitating literacy and life-long learning. Through the books they encounter at the library, toddlers and preschoolers learn to *want* to read, a key ingredient in the next step when, as elementary-aged children, they start to learn to read. A library that keeps up-to-date with the books kids want, at their various reading levels and interests, makes reading enjoyable. As their skills improve, teens and young adults will continue reading for pleasure *if* they find materials that interest them.

Current, attractive books are key ingredients to that progression.

Recreation

Many people read for pleasure, both fiction and non-fiction. Best-sellers and favorite authors are always in demand. People want to read what's new and what they haven't already read. Many Library users make a beeline for the "New Books" section when they come in.

Are People Still Reading Paper Books?

Absolutely, as our check-out numbers show. Many people prefer to read paper books. Some refuse to read electronic print at all. A recent article in the New York Times discussed an interesting phenomenon: young, technologically savvy parents want their children to read paper books, not electronic.

In a recent survey conducted by the Friends of Homer Library, 269 respondents chose from a menu of eight book categories for a total of 621 requests for "More books."

Thousands of paper books are still being published every year. Many of these titles are not available as e-books. Furthermore, not everyone can afford the digital devices needed to read e-books, nor the high-speed Internet to download them.

It's true that more and more books are being published digitally and we are in a period of transition from an old publishing model to a new one. Public libraries are involved in that transition. To fulfill our mission of making information, ideas, and literature available to all we will undoubtedly be purchasing e-books in the future. In fact, we already provide access to downloadable e-books through Listen Alaska, a statewide consortium of audio and e-book titles. The Library will purchase books in whatever format they are produced to make them available to the public.

How Much Do Library Books Cost?

Prices range tremendously, from \$5.95 for a toddler board book to \$118 for the 2012 International Building Code. However, in general the cost of books is rising faster than the overall inflation rate. The average cost of a book purchased by the Homer Library in 2009, including library purchasing discounts, was \$18.79. In 2011 the average cost has been \$23.74. This represents a 26% increase.

Nonfiction books tend to cost the most, especially Reference books. In the recent survey by the Friends of Homer Library, respondents chose Nonfiction as the category of books they use most at the Library. With an average publication date of 1989, our current Nonfiction collection clearly needs updating overall.

A proposed \$3,878 cut to the requested FY 2012 book budget amounts to a 17% decrease. A proposed \$6,000 cut to the requested FY 2012 book budget amounts to a 26% decrease. Combined with the 26% increase in the cost of books since 2009, this would doubly decrease the number of new book we can purchase.

How Much Do Other Libraries Spend on Books?

Homer Public Library	Requested FY2012 Book Budget	\$23,000
	2010 Service Area Population:	13,016
	Per Capita Expenditure on Books, Requested 2012	\$1.77
Haines Public Library	2010 Book Budget	\$19,109
	2010 Service Area Population	2,508
	2010 Per Capita Expenditures on Books	\$7.62
Homer Book Budget at comparable per capita rate		\$99,182
Kenai Public Library	2010 Book Budget	\$47,786
	2010 Service Area Population	7,100
	2010 Per Capita Expenditures on Books	\$6.73
Homer Book Budget at comparable per capita rate		\$87,598
Seward Community Library	2010 Book Budget	\$20,525
	2010 Service Area Population	2,693
	2010 Per Capita Expenditures on Books	\$7.62
Homer Book Budget at comparable per capita rate		\$99,182
Soldotna Public Library	2010 Book Budget	\$43,950
	2010 Service Area Population	4,163
	2010 Per Capita Expenditures on Books	\$10.56
Homer Book Budget at comparable per capita rate		\$137,449
Talkeetna Public Library	2010 Book Budget	\$22,683

2010 Service Area Population	6,625
2010 Per Capita Expenditures on Books	\$3.42
Homer Book Budget at comparable per capita rate	\$44,515
Willow Public Library 2010 Book Budget	\$22,472
2010 Service Area Population	8,721
2010 Per Capita Expenditures on Books	\$2.58
Homer Book Budget at comparable per capita rate	\$33,581

(Information source: Alaska Public Library Statistics
http://library.state.ak.us/dev/plstats/plstats.html#annual_spreadsheets)

Compared to libraries with comparable circulation and size in in our region, HPL's book budget is already underfunded. In fact, smaller libraries with much lower circulation have book budgets equal to or higher than Homer's, especially on a per capita basis.

Comments

Not a lot of grants are available for books. The Library works hard to obtain grants whenever possible because of the crucial importance of a vital, up-to-date collection to our core mission to serve the informational, educational and intellectual needs of the community. However, these granting agencies require matching funds. They like to see appropriate levels of community support. The current proposed book budget is, for the size and income level of this community, and the size and use of the Library, quite modest.

Homer Library was recently named an "All Star Library" by Library Journal, a respected professional publication. Two of the ranking criteria are "Circulation per capita" and "Visits per capita." Both are heavily impacted by the quality of a library's book collection. It only makes sense that if you want people to use your library you need to offer the books and materials they want.

The community of Homer clearly made a solid commitment to quality library service when it built the current Library facility. Books are at the core of this service. Cuts to the book budget would be a step backward and contradict what we hear from the public every day: "More books, please."



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

November 29, 2011

Walt Wrede
City Manager
City of Homer
491 East Pioneer Avenue
Homer AK 99603

Dear Mr. Wrede:

We are pleased to notify you that your comprehensive annual financial report for the fiscal year ended **December 31, 2010** qualifies for a Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The Certificate of Achievement plaque will be shipped to:

Regina Mauras
Finance Director

under separate cover in about eight weeks. We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort. In addition, details of recent recipients of the Certificate of Achievement and other information about Certificate Program results are available in the "Awards Program" area of our website, www.gfoa.org.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,
Government Finance Officers Association

Stephen J. Gauthier, Director

Technical Services Center

SJG/ds



Government Finance Officers Association
203 N. LaSalle Street - Suite 2700
Chicago, IL 60601

Phone (312) 977-9700 Fax (312) 977-4806

11/29/2011

NEWS RELEASE

For Information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Homer** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

Finance Department, City of Homer

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 17,500 government finance professionals with offices in Chicago, IL, and Washington, D.C.

Director's Report
Homer Public Library
November 29, 2011

November began with some great news: the Homer Library was recognized as one of six Alaska "All Star" libraries in an annual ranking conducted by *Library Journal*, a well-known publication in the library world. Rankings are based on factors such as per capita use of the library's books, audio-visual materials, and Internet computers, as well as number of visits to the library and attendance at programs. Of course, we know the Library is heavily used and highly valued by the community; but it's nice to be recognized nationally.

Despite the shortness of the month, with three days of closure for holidays, the Library hosted several community events with the assistance of the Friends of Homer Library. The Kodiak Island Drummers gave everyone who attended a fabulous evening of fun with their amazing rhythms, all the more inspirational because the performers are students. We also held the second in our winter series of readings by local authors, this time an "open mic" night. (December will be Holiday Haikus – don't miss it!) On-going activities included the Knitting Group, Book Club and our Tech Help, which covered Video Basics this month.

The OWL project is moving along. The Maintenance Department is in the process of mounting the monitor for our new video conferencing equipment. The IT Department is preparing our system to accommodate the new download station for audio and e-books.

Thanks to the Friends of the Library, we were able to order six e-readers and some mp3 players, which we hope to have ready for check-out by the end of December. Several other e-readers and tablets were also ordered to use for staff training and technology classes for the public.

Three staff members attended a free workshop in Kenai, sponsored by the Alaska State Library, on Reader's Advisory, or in other words, "how to help people find books they'll like." We've been somewhat short-staffed, due to one person on vacation and several out sick, but managed to keep everything running.

I've spent much of my time this month working on updating Library policies, with more progress made in some than in others. End-of-the-year ordering, accounting, and grant report writing is consuming the rest of my time.

Library story of the month: This morning I helped a woman who needed to use a computer to take an online test in order to keep her job. She'd never taken a test online before and was delighted to find out that she could use her library card to do so. She must have passed, because she left smiling.

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I

491 E. Pioneer Avenue
Homer, Alaska 99603
(907) 235-3130
(907) 235-8121
ext: 2224, 2226, or 2227
Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM

TO: MAYOR HORNADAY AND CITY COUNCIL

FROM: JO JOHNSON, CMC, CITY CLERK 

DATE: DECEMBER 7, 2011

SUBJECT: GAMES REPORT

We have received notification by the following entities of 2011 Amended Alaska Gaming Permits:

Organization: Kachemak Bay Family Planning Clinic

RECOMMENDATION:

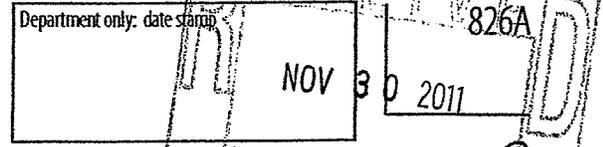
Informational only.

Fiscal Note: Revenues.

2011 Alaska Amended Gaming Permit Application

With the exception of the EIN, gaming permit number and the organization name, complete only the information that has changed from information submitted on the original application for this permit year.

Department only: date stamp



Organization Information

Federal EIN 92-0106486	Gaming permit # 1829	Phone number	Fax number
Organization name Kachemak Bay Family Planning Clinic		Website address	
Mailing address		City	State AK
			Zip + 4
Entity type (check one)		Organization type (check one) for definitions, see AS 05.15.690 and 15 AAC 160.995	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Association		<input type="checkbox"/> Charitable <input type="checkbox"/> Civic or service <input type="checkbox"/> Dog mushers' association <input type="checkbox"/> Educational <input type="checkbox"/> Fishing derby association <input type="checkbox"/> Fraternal <input type="checkbox"/> Labor <input type="checkbox"/> Municipality <input type="checkbox"/> Non-profit trade association <input type="checkbox"/> Outboard motor association <input type="checkbox"/> Police or fire department <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> IRA/Native village	
<input type="checkbox"/> Yes <input type="checkbox"/> No Does the organization have 25 or more members who are Alaska residents as defined in your articles of incorporation or bylaws?			

Members in Charge of Games

Members in charge must be natural persons and active members of the organization, or employees of the municipality, and designated by the organization. Members in charge may not be licensed as an operator, be a vendor or an employee of a vendor for this organization. If more than one alternate, attach a separate sheet.

Primary member first name Jenny	MI L	Primary member last name Martin	Alternate member first name	MI	Alternate member last name
Social security number	Email jenny.martin@bhhs.ak.us		Social security number	Email	
Daytime phone number 907-235-8391	Mobile number 907-435-7101		Daytime phone number	Mobile number	
Home mailing address PO Box 2816			Home mailing address		
City Homer	State AK	Zip + 4 99603-2816	City	State AK	Zip + 4
Has the primary member passed the test? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Permit # under which test was taken 1829	Has the alternate member passed the test? <input type="checkbox"/> Yes <input type="checkbox"/> No		Permit # under which test was taken
Effective date of change 11-21-11		<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	Effective date of change		<input type="checkbox"/> Add <input type="checkbox"/> Delete

Legal Questions

These questions must be answered. If you answer Yes to either question, see instructions.

Yes No Has any member of management or any person who is responsible for gaming activities ever been convicted of a felony, extortion, or a violation of a law or ordinance of this state, or another jurisdiction, that is a crime involving theft or dishonesty, or a violation of gambling laws?

Yes No Does any member of management or any person who is responsible for gaming activities have a prohibited conflict of interest as defined by 15 AAC 160.954?

We declare, under penalty of unsworn falsification that we have examined this application, including any attachments, and that to the best of our knowledge and belief it is true and complete. We understand that any false statement made on the application or any attachments is punishable by law. By our signatures below, we the primary member, the alternate member, and if applicable, the manager of games, agree to allow the Department of Revenue to review any criminal history we may have, in accordance with 15 AAC 160.934.

Primary Member In Charge's signature <i>Jenny Martin</i>	Printed name Jenny Martin	Date 11/21/11
President or other officer's signature (see instructions) <i>Morgan Sicilia</i>	Printed name Morgan Sicilia	Date 11/4/11
Alternate Member In Charge's signature <i>Mary Ellen Purcell</i>	Printed name Mary Ellen Purcell	Date 11/4/11
Manager of Games signature <i>Jenny Martin</i>	Printed name Jenny Martin	Date 11/21/11

Mail to Alaska Department of Revenue - Tax Division
PO Box 110420 • Juneau, AK 99811-0420
Phone (907)465-2320 • Fax (907)465-3098
www.tax.alaska.gov/gaming

One copy of the application must be sent to the nearest municipality and borough.
See instructions for mandatory attachments.

Organization name <i>Kachemak Bay Family Planning Clinic</i>	Gaming permit # <i>1829</i>	2011 AK AMENDED GAMING PERMIT APPLICATION GAMES OF CHANCE AND CONTESTS OF SKILL
---	--------------------------------	---

826A

Facility-based Games (self-directed)

If more than two facilities, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Facility name	Physical address	City	State AK	Zip +4
Facility type (check one) <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Donated		Game type (check all that apply) <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Pull-tabs <input type="checkbox"/> Animal classic (chicken)* <input type="checkbox"/> Animal classic (rat race)* <input type="checkbox"/> Special draw raffle** <input type="checkbox"/> Calcutta pool**			

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Facility name	Physical address	City	State AK	Zip +4
Facility type (check one) <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Donated		Game type (check all that apply) <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Pull-tabs <input type="checkbox"/> Animal classic (chicken)* <input type="checkbox"/> Animal classic (rat race)* <input type="checkbox"/> Special draw raffle** <input type="checkbox"/> Calcutta pool**			

*restricted game type **see Instructions for mandatory attachments

Area-based Games

If more than two areas, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Area	Game type (check all that apply) <input type="checkbox"/> Raffle <input type="checkbox"/> Contest of skill <input type="checkbox"/> Fish derby <input type="checkbox"/> Dog mushers' contest <input type="checkbox"/> Classic (specify) _____
<input type="checkbox"/> Add <input type="checkbox"/> Delete	Area	Game type (check all that apply) <input type="checkbox"/> Raffle <input type="checkbox"/> Contest of skill <input type="checkbox"/> Fish derby <input type="checkbox"/> Dog mushers' contest <input type="checkbox"/> Classic (specify) _____

Manager of Games

Required only for self-directed pull-tabs and bingo.

<input checked="" type="checkbox"/> Add <input type="checkbox"/> Delete	Manager first name <i>Jenny</i>	MI <i>L</i>	Manager last name <i>Martin</i>	Social security number	Daytime phone number <i>907-235-8391</i>
Home mailing address <i>PO Box 2816</i>			City <i>Homer</i>	State <i>AK</i>	Zip +4 <i>99603-2816</i>
Email <i>jenny.martin@bbhsak.org</i>		Has the manager of games passed the test? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Permit # under which test taken <i>1829</i>	Effective date of change <i>11-21-11</i>

Change of Vendor

Vendors may only sell pull-tabs. Attach vendor registration form(s) and fee(s) for each vendor listed.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Bar or liquor store name	Physical address	City	State AK	Zip +4
<input type="checkbox"/> Add <input type="checkbox"/> Delete	Bar or liquor store name	Physical address	City	State AK	Zip +4
<input type="checkbox"/> Add <input type="checkbox"/> Delete	Bar or liquor store name	Physical address	City	State AK	Zip +4
<input type="checkbox"/> Add <input type="checkbox"/> Delete	Bar or liquor store name	Physical address	City	State AK	Zip +4

Change of Operator

Designate operator. If adding an operator, attach a signed operating contract. If more than one change, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Operator license #	Operator	Facility name	Game type(s)
Physical address		City	State	Zip +4

Multiple-beneficiary Permittee Information (MBP)

Designate the MBP. If more than one change, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	MBP permit #	MBP name	Facility name	Game type(s)
Physical address		City	State	Zip +4

Dedication of Net Proceeds

Describe in detail how the organization's use of net proceeds from gaming activities will change.

826A

Retain a copy for your records

Form 0405-826A.2 web Rev 10/10 for 2011 - page 2

2011 Alaska Amended Gaming Permit Application

Department only: date stamp

826A

With the exception of the EIN, gaming permit number and the organization name, complete only the information that has changed from information submitted on the original application for this permit year.

Organization Information

Federal EIN	Gaming permit #	Phone number	Fax number
Organization name		Website address	
Mailing address		City	State AK Zip + 4
Entity type (check one)	Organization type (check one) for definitions, see AS 05.15.690 and 15 AAC 160.995		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Association	<input type="checkbox"/> Charitable <input type="checkbox"/> Civic or service <input type="checkbox"/> Dog mushers' association <input type="checkbox"/> Educational <input type="checkbox"/> Fishing derby association	<input type="checkbox"/> Fraternal <input type="checkbox"/> Labor <input type="checkbox"/> Municipality <input type="checkbox"/> Non-profit trade association <input type="checkbox"/> Outboard motor association	<input type="checkbox"/> Police or fire department <input type="checkbox"/> Political <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> IRA/Native village
<input type="checkbox"/> Yes <input type="checkbox"/> No Does the organization have 25 or more members who are Alaska residents as defined in your articles of incorporation or bylaws?			

Members in Charge of Games

Members in charge must be natural persons and active members of the organization, or employees of the municipality, and designated by the organization. Members in charge may not be licensed as an operator, be a vendor or an employee of a vendor for this organization. If more than one alternate, attach a separate sheet.

Primary member first name MARY	MI K	Primary member last name Koester	Alternate member first name	MI	Alternate member last name
Social security number	Email		Social security number	Email	
Daytime phone number	Mobile number		Daytime phone number	Mobile number	
Home mailing address			Home mailing address		
City	State AK	Zip + 4	City	State AK	Zip + 4
Has the primary member passed the test? <input type="checkbox"/> Yes <input type="checkbox"/> No	Permit # under which test was taken		Has the alternate member passed the test? <input type="checkbox"/> Yes <input type="checkbox"/> No	Permit # under which test was taken	
Effective date of change 11-21-11	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Delete		Effective date of change	<input type="checkbox"/> Add <input type="checkbox"/> Delete	

Legal Questions

These questions must be answered. If you answer Yes to either question, see instructions.

Yes No Has any member of management or any person who is responsible for gaming activities ever been convicted of a felony, extortion, or a violation of a law or ordinance of this state, or another jurisdiction, that is a crime involving theft or dishonesty, or a violation of gambling laws?

Yes No Does any member of management or any person who is responsible for gaming activities have a prohibited conflict of interest as defined by 15 AAC 160.954?

We declare, under penalty of unsworn falsification that we have examined this application, including any attachments, and that to the best of our knowledge and belief it is true and complete. We understand that any false statement made on the application or any attachments is punishable by law. By our signatures below, we the primary member, the alternate member, and if applicable, the manager of games, agree to allow the Department of Revenue to review any criminal history we may have, in accordance with 15 AAC 160.934.

Primary Member in Charge's signature <i>[Signature]</i>	Printed name Jerry Martin	Date 11/1/11
President or other officer's signature (see instructions) <i>[Signature]</i>	Printed name Morgan Sicilia	Date 11/4/11
Alternate Member in Charge's signature <i>[Signature]</i>	Printed name Mary Ellen Purcell	Date 11/4/11
Manager of Games Signature <i>[Signature]</i>	Printed name Jerry Martin	Date 11/4/11

Mail to Alaska Department of Revenue - Tax Division
 PO Box 110420 • Juneau, AK 99811-0420
 Phone (907)465-2320 • Fax (907)465-3098
www.tax.alaska.gov/gaming

One copy of the application must be sent to the nearest municipality and borough.
 See instructions for mandatory attachments.

826A

Retain a copy for your records

Form 0405-826A.1 web Rev 10/10 for 2011 - page 1

Organization name <i>Kachemak Bay Family Planning Clinic</i>	Gaming permit # <i>1829</i>	2011 AK AMENDED GAMING PERMIT APPLICATION GAMES OF CHANCE AND CONTESTS OF SKILL
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826A

Facility-based Games (self-directed) If more than two facilities, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Facility name	Physical address	City	State AK	Zip + 4
Facility type (check one) <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Donated		Game type (check all that apply) <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Pull-tabs <input type="checkbox"/> Animal classic (chicken)* <input type="checkbox"/> Animal classic (rat race)* <input type="checkbox"/> Special draw raffle** <input type="checkbox"/> Calcutta pool**			

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Facility name	Physical address	City	State AK	Zip + 4
Facility type (check one) <input type="checkbox"/> Owned <input type="checkbox"/> Leased <input type="checkbox"/> Donated		Game type (check all that apply) <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Pull-tabs <input type="checkbox"/> Animal classic (chicken)* <input type="checkbox"/> Animal classic (rat race)* <input type="checkbox"/> Special draw raffle** <input type="checkbox"/> Calcutta pool**			

*restricted game type **see instructions for mandatory attachments

Area-based Games If more than two areas, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	Area	Game type (check all that apply) <input type="checkbox"/> Raffle <input type="checkbox"/> Contest of skill <input type="checkbox"/> Fish derby <input type="checkbox"/> Dog mushers' contest <input type="checkbox"/> Classic (specify) _____
<input type="checkbox"/> Add <input type="checkbox"/> Delete	Area	Game type (check all that apply) <input type="checkbox"/> Raffle <input type="checkbox"/> Contest of skill <input type="checkbox"/> Fish derby <input type="checkbox"/> Dog mushers' contest <input type="checkbox"/> Classic (specify) _____

Manager of Games Required only for self-directed pull-tabs and bingo.

<input type="checkbox"/> Add <input checked="" type="checkbox"/> Delete	Manager first name <i>Mary</i>	MI <i>K</i>	Manager last name <i>Koester</i>	Social security number	Daytime phone number
Home mailing address			City	State	Zip + 4
Email		Has the manager of games passed the test? <input type="checkbox"/> Yes <input type="checkbox"/> No		Permit # under which test taken	Effective date of change <i>11-21-11</i>

Change of Vendor Vendors may only sell pull-tabs. Attach vendor registration form(s) and fee(s) for each vendor listed.

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<input type="checkbox"/> Add <input type="checkbox"/> Delete	Bar or liquor store name	Physical address	City	State AK	Zip + 4
<input type="checkbox"/> Add <input type="checkbox"/> Delete	Bar or liquor store name	Physical address	City	State AK	Zip + 4

Change of Operator

Designate operator. If adding an operator, attach a signed operating contract. If more than one change, attach a separate sheet.

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Physical address			City	State Zip + 4

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Designate the MBP. If more than one change, attach a separate sheet.

<input type="checkbox"/> Add <input type="checkbox"/> Delete	MBP permit #	MBP name	Facility name	Game type(s)
Physical address			City	State Zip + 4

Dedication of Net Proceeds Describe in detail how the organization's use of net proceeds from gaming activities will change.

826A

Retain a copy for your records

Form 0405-826A.2 web Rev 10/10 for 2011 - page 2

11/28/11

To: City of Homer
Finance Dept.
491 E. Pioneer Ave
Homer, AK 99603

Enclosed, please find a copy of our amended 2011 Gaming permit application as required by the state gaming department.

If you have any questions about our gaming permit or new members in charge, please contact us at your convenience.

Sincerely,
Jenny Martin
Treasurer, Board of Directors
Kachemak Bay Family Planning Clinic
3959 Ben Walters Lane
Homer, AK 99603

RECEIVED
NOV 29 2011

City of Homer 
Finance Department

CITY ATTORNEY REPORT

COMMITTEE REPORT(S)

PENDING BUSINESS

NEW BUSINESS

RESOLUTION(S)

47 NOW, THEREFORE, BE IT RESOLVED by the Homer City Council, that the 2012
 48 meeting schedule is established for the City Council, Economic Development Advisory
 49 Commission, Library Advisory Board, Parks and Recreation Advisory Commission, Advisory
 50 Planning Commission, Port and Harbor Advisory Commission, Lease Committee, Permanent
 51 Fund Committee, Public Arts Committee and Transportation Advisory Committee of the City of
 52 Homer, Alaska, as follows:

53
 54 Holidays - City Offices closed:

January 1*, New Year's Day, Sunday so will be observed on Monday, January 2	February 20*, Presidents' Day, the third Monday	March 26*, Seward's Day, last Monday	May 28*, Memorial Day, last Monday	July 4*, Independence Day, Wednesday	September 3*, Labor Day, first Monday
October 18*, Alaska Day, Thursday	November 11**, Veterans Day, Sunday so will be observed on Monday, November 12	November 22*, Thanksgiving Day, Thursday	November 23*, Friday, the day after Thanksgiving	December 25*, Christmas, Tuesday	

55
 56 *Indicates holidays - City offices closed.
 57 **If on a Sunday, the following Monday is observed as the legal holiday; if on a Saturday, the
 58 preceding Friday is observed as the legal holiday pursuant to the City of Homer Personnel Rules
 59 and Regulations.

60
 61 CITY COUNCIL (CC)

January 9, 23	February 13, 27	March 12, 27*	April 9, 23	May 14, 29*	June 11, 25
July 9**, 23	August 13, 27	September 10, 24	October 2 Election	October 8, 22, for Oath of Office, 15	Canvass Board October 5 or 8
November 6 Run- Off Election	November 12**, 26	December 10*****	December 17***** if needed		

62
 63 City Council's Regular Committee of the Whole Meetings at 5:00 p.m. to no later than 5:50 p.m.
 64 prior to every Regular Meeting which are held the second and fourth Monday of each month at
 65 6:00 p.m. *** The City Council traditionally reschedules regular meetings that fall on holidays
 66 or High School Graduation days, for the following Tuesday. Council will not conduct a First
 67 Regular Meeting in July.

68

69 AML Annual Conference Week is tentatively scheduled for November 12 - 16, 2012.
 70 *Tuesday meeting due to Seward's Day/Memorial Day.
 71 **There will be no First Regular Meeting in July or November.
 72 **** The City Council traditionally cancels the last regular meeting in December and holds the
 73 first regular meeting and one to two Special Meetings as needed. Generally the second Special
 74 Meeting the third week of December, will not be held.
 75

76 ECONOMIC DEVELOPMENT ADVISORY COMMISSION (EDC)

January 10	February 14	March 13	April 10	May 8	June 12
July 10	August 14	September 11	October 9	November 13	December 11

77
 78 Economic Development Advisory Commission Regular Meetings are held on the second
 79 Tuesday of each Month at 6:00 p.m.
 80

81 LIBRARY ADVISORY BOARD (LAB)

January 3	February 7	March 6	April 3	May 1	June 5
July 3	August 7	September 4	October 2	November 6	December 4

82
 83 Library Advisory Board Regular Meetings are held on the first Tuesday of each month at 5:00
 84 p.m.
 85

86 PARKS AND RECREATION ADVISORY COMMISSION (P/R)

January 19	February 16	March 15	April 19
May 17	June 21	July 19	August 16
September 20	October 25*	November 15	

87
 88 Parks and Recreation Advisory Commission Regular Meetings are held on the third Thursday of
 89 each month, with the exception of December, at 5:30 p.m. *Rescheduled due to Alaska Day
 90 Holiday.
 91

92 PLANNING COMMISSION (P/C)

January 4, 18	February 1, 15	March 7, 21	April 4, 18	May 2, 16	June 6, 20
July 18**	August 1, 15	September 5, 19	October 3, 17	November 7, 21	December 5**

93
 94 Advisory Planning Commission Regular Meetings are held on the first and third Wednesday of
 95 each month at 6:30 p.m. **There will be no First Regular Meeting in July or Second Regular
 96 Meeting in December.
 97

98 PORT AND HARBOR ADVISORY COMMISSION (P/H)

January 25	February 22	March 28	April 25	May 23	June 27
July 25	August 22	September 26	October 24	November 21	December 19

99

100 Port and Harbor Advisory Commission Regular Meetings are held on the fourth Wednesday of
101 each month at 5:00 p.m. The Regular Meetings in the months of November and December are
102 traditionally scheduled for the third Wednesday of the month.
103

104 LEASE COMMITTEE (LC)

January 12	April 12	July 12	October 11
------------	----------	---------	------------

105
106 Lease Committee Regular Meetings are held quarterly on the second Thursday of each month at
107 3:00 p.m.
108

109 PERMANENT FUND COMMITTEE (PFC)

February 9	May 10	August 9	November 8
------------	--------	----------	------------

110
111 Permanent Fund Committee Regular Meetings are held quarterly on the second Thursday of the
112 months of February, May, August, and November at 5:15 p.m.
113

114 PUBLIC ARTS COMMITTEE (PAC)

February 9	May 10	August 9	November 8
------------	--------	----------	------------

115
116 Public Arts Committee Regular Meetings are held quarterly on the third Thursday of the months
117 of February, May, August, and November at 5:00 p.m.
118

119 TRANSPORTATION ADVISORY COMMITTEE (TAC)

February 21	May 15	August 21	November 20
-------------	--------	-----------	-------------

120
121 Transportation Advisory Committee Regular Meetings are held quarterly on the third Tuesday of
122 the months of February, May, August, and November at 5:30 p.m.
123

124 PASSED AND ADOPTED by the Homer City Council this 12th day of December, 2011.
125

126 CITY OF HOMER
127

128
129
130 _____
JAMES C. HORNADAY, MAYOR

131 ATTEST:
132

133
134 _____
135 JO JOHNSON, CMC, CITY CLERK
136

137 Fiscal Impact: Advertizing of meetings in regular weekly meeting ad and advertizing of any
138 additional meetings.

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
Homer, Alaska 99603
(907) 235-3130
(907) 235-8121
ext: 2224, 2226, or 2227
Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM - 11-161

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK
DATE: DECEMBER 6, 2011
SUBJ: HOMER ADVISORY PLANNING COMMISSION 2012 MEETING SCHEDULE

At the November 16, 2011 special meeting of the Homer Advisory Planning Commission the following action was taken:

A. Staff Report PL 11-118, 2012 HAPC Meeting Schedule

HIGHLAND/VENUTI MOVED TO APPROVE THE 2012 HAPC MEETING SCHEDULE.

There was brief discussion.

SONNEBORN/HIGHLAND MOVED TO DELETE THE NOVEMBER 21 MEETING.

There was no discussion.

VOTE (Primary Amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VOTE (Main Motion as Amended): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.



City of Homer Planning & Zoning

491 East Pioneer Avenue
Homer, Alaska 99603-7645

Telephone (907) 235-8121
Fax (907) 235-3118
E-mail Planning@ci.homer.ak.us
Web Site www.ci.homer.ak.us

STAFF REPORT PL 11-118

TO: Homer Advisory Planning Commission

FROM: Rick Abboud, City Planner

MEETING: November 16, 2011

SUBJECT: Meeting Schedule for 2012

The City Clerk has provided the 2012 meeting schedule for your review and consideration. She requested the Commission review the schedule and make any amendments you would like to see.

In the past, the Commission has elected to not schedule a regular meeting for the second meetings in November and December. If the Commission wishes to do this for 2011, the schedule should be amended to remove the November 21st meeting. The December 19th meeting has already been removed by the Clerk's office.

Staff notes that the November 21 meeting falls on the Wednesday the week of Thanksgiving next year. The December 19th meeting falls on the Wednesday before Christmas.

ATTACHMENTS

1. Draft Resolution 11-XX

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
NOVEMBER 16, 2011

HIGHLAND/SONNEBORN MOVED TO ADOPT STAFF REPORT PL 11-118, A REQUEST TO AMEND VARIANCE 10-01 TO ALLOW THE CONSTRUCTION OF A 96 FT TOWER IN THE 20' BUILDING SETBACK AT 1033 SKYLINE DRIVE, LOT 5 SKYLINE VIEW SUBDIVISION LYING SOUTH OF SKYLINE DRIVE WITH STAFF RECOMMENDATIONS AND FINDINGS.

There was discussion whether to deliberate this issue after the first one or whether to postpone to a future meeting.

HIGHLAND/SONNEBORN MOVED TO DELIBERATE AFTER THE MEETING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

PLAT CONSIDERATION

No plats were scheduled.

PENDING BUSINESS

A. Staff Report PL 11-115, HAPC Policies and Procedures Manual Amendments

HIGHLAND/SONNEBORN MOVED TO APPROVE THE AMENDED HAPC POLICIES AND PROCEDURES MANUAL AND FORWARD IT TO COUNCIL FOR ADOPTION.

There was brief discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

A. Staff Report PL 11-118, 2012 HAPC Meeting Schedule

HIGHLAND/VENUTI MOVED TO APPROVE THE 2012 HAPC MEETING SCHEDULE.

There was brief discussion.

SONNEBORN/HIGHLAND MOVED TO DELETE THE NOVEMBER 21 MEETING.

There was no discussion.

VOTE (Primary Amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

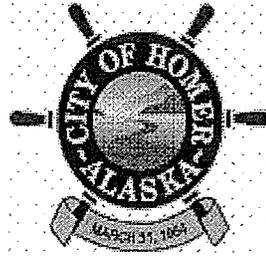
VOTE (Main Motion as Amended): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
Homer, Alaska 99603-7624
(907) 235-3130

(907) 235-8121
Extension: 2227
Extension: 2224

Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM 11-162

TO: MAYOR HORNADAY AND CITY COUNCIL
FROM: PARKS AND RECREATION ADVISORY COMMISSION
DATE: DECEMBER 7, 2011
RE: 2012 MEETING SCHEDULE

Background

The Parks and Recreation Advisory Commission discussed the 2011 Meeting Schedule at their November 17, 2011 regular meeting.

Following is the excerpt from that meeting:

NEW BUSINESS

B. Approval of the 2012 Meeting Schedule

BRANN/CUMMING - MOVED TO APPROVE THE 2012 MEETING SCHEDULE AS PRESENTED.

Discussion on if the commission amends the meeting dates now these will be considered regular meeting dates and if they approve the schedule as it currently stands then require changes to those dates those meetings will be considered special. It was noted that this only offers historical information on the number of meetings conducted regular, special in relation to staff overtime.

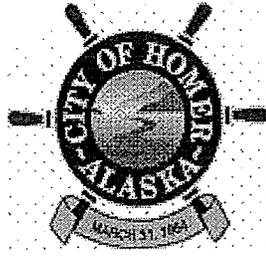
VOTE. YES. BRANN, ARCHIBALD, BREMICKER, CUMMING.

Motion carried.

Office of the City Clerk

Jo Johnson, CMC, City Clerk

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Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM 11-163

TO: MAYOR HORNADAY AND CITY COUNCIL MEMBERS
FROM: PORT AND HARBOR ADVISORY COMMISSION
DATE: DECEMBER 7, 2011
RE: 2012 MEETING SCHEDULE

Introduction :

The Port and Harbor Advisory Commission amended the proposed 2012 Meeting Schedule at their Special Meeting on November 9, 2011 to accommodate for the attendance at the annual Fish Expo and Thanksgiving holiday.

The excerpt from the meeting minutes of November 9, 2011 follows:

C. Draft Resolution Re: 2012 Meeting Schedule

HOWARD/HARTLEY - MOVED TO ADOPT THE MEETING SCHEDULE IN THE PROPOSED RESOLUTION WITH THE EXCEPTION THAT THE MEETING IN NOVEMBER BE SCHEDULED ON NOVEMBER 28, 2012.

There was brief discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

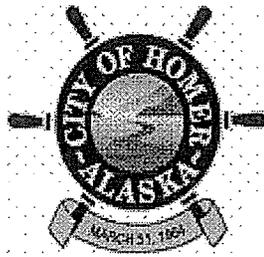
Recommendation:

No action required. Informational in nature.

Office of the City Clerk

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Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM 11-164

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: LIBRARY ADVISORY BOARD

DATE: DECEMBER 7, 2011

SUBJ: 2012 MEETING SCHEDULE

The Library Advisory Board discussed and approved the 2012 Meeting Schedule at the December 6, 2010 regular meeting as presented. The excerpt from those minutes follows:

NEW BUSINESS

A. A. Memorandum dated November 2, 2011 Re: Approval of the 2012 Meeting Schedule

Chair Faulkner requested a motion to approve the 2012 meeting schedule.

SEAMAN/MUNN - MOVED TO APPROVE THE 2012 MEETING SCHEDULE AS PRESENTED.

There was a brief discussion regarding each member's ability to attend these scheduled meetings.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

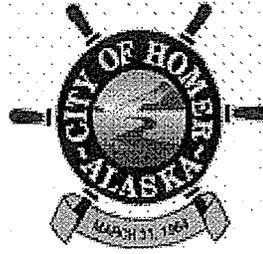
Motion carried.

There was no further discussion.

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM 11-165

TO: MAYOR HORNADAY AND CITY COUNCIL
FROM: LEASE COMMITTEE
DATE: NOVEMBER 21, 2011
RE: APPROVAL OF THE 2012 REGULAR MEETING SCHEDULE

Background

The Lease Committee reviewed and discussed the proposed 2012 regular meeting schedule at the Special Meeting on November 10, 2011. Below is an excerpt of the minutes regarding the decision.

B. Draft Resolution 11-XX Establishing the 2012 Regular Meeting Schedule.

ABBOUD/MAURAS – MOVED TO APPROVE THE MEETING SCHEDULE AS PROPOSED.

There was a brief discussion on changing the January 12, 2012 meeting to January 26, 2012 at 3:00 p.m.

ABBOUD/ZIMMERMAN – MOVED TO AMEND THE JANUARY MEETING DATE TO JANUARY 26, 2012 AT 3:00 P.M.

There was no discussion.

VOTE.(Amendment) YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VOTE. (Main) YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

There was no further discussion.

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I

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ext: 2224, 2226, or 2227
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Email: clerk@ci.homer.ak.us

MEMORANDUM 11-166

TO: MAYOR HORNADAY AND CITY COUNCIL MEMBERS
FROM: PUBLIC ARTS COMMITTEE
DATE: DECEMBER 6, 2011
RE: 2012 MEETING SCHEDULE

Introduction :

During the Regular Meeting on November 10, 2011 the Public Arts Committee approved the 2011 Meeting schedule as amended.

The Public Arts Committee will meet the second Thursday at 5:00 p.m. of February and August and the third Thursday at 5:00 p.m. May and November to accommodate work schedules.

Following is an excerpt of the minutes from that meeting:

NEW BUSINESS

A. Review and Approve the Draft Resolution 11- A Resolution of the City Council of Homer, Alaska, Establishing the 2012 Regular Meeting Schedule

Vice Chair Wolfe opened discussion on the Resolution.

MILLER/APLIN - MOVED TO MAKE THE MEETING SCHEDULE FOR 2012 AS FEBRUARY 9, MAY 17, AUGUST 9 AND NOVEMBER 15, 2012 TO ACCOMMODATE COMMITTEE MEMBERS SCHEDULES.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

There was no further discussion.

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM 11-167

TO: MAYOR HORNADAY AND CITY COUNCIL
FROM: PERMANENT FUND COMMITTEE
DATE: DECEMBER 5, 2011
SUBJECT: 2012 MEETING SCHEDULE

Background

The Permanent Fund Committee reviewed and discussed the 2012 Meeting Schedule at their Regular Meeting on November 10, 2011. The committee had no amendments to the 2012 meeting schedule.

Recommendation

Informational Only. No Action Required.

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM - 11-168

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK
DATE: DECEMBER 6, 2011
SUBJ: TRANSPORTATION ADVISORY COMMITTEE 2012 MEETING SCHEDULE

At the November 15, 2011 special meeting of the Transportation Advisory Committee the following action was taken:

A. 2012 Meeting Schedule

SMITH/HIGHLAND MOVED TO APPROVE THE TAC 2012 MEETING SCHEDULE.

The committee considered changing the November meeting date as it falls in the week of Thanksgiving and decided to address in the future if needed.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

CONTRACT FOR SERVICES

ANDERSON GROUP, LLC & CITY OF HOMER

This Contract, effective as of January 1, 2012, is between the City of Homer (hereinafter referred to as "Client"), of 491 E. Pioneer Avenue, Homer, Alaska 99603, and Anderson Group, LLC (hereinafter referred to as "Contractor"), of 3165 Riverview Drive, Fairbanks 99709.

RECITALS

WITNESSETH that:

Whereas, the need for such a Contract has been deemed necessary by Client;

Whereas, the City of Homer solicited proposals through a formal Request for Proposals Process in 2010 pursuant to the City's procurement regulations, selected contractor to provide the services described herein for 2011, and wishes to enter into a new contract for 2012; and,

Whereas, Contractor is willing to undertake the performance of this Contract under its terms.

AGREEMENT

For consideration received, recited herein, Contractor agrees to provide services to Client and/or its designated representative, as set forth in Section H, the Statement of Work.

A. PERIOD OF PERFORMANCE

Subject to either party's right to terminate, the period of performance under this Contract is for one calendar year and shall begin on January 1, 2012 through December 31, 2012. Performance may be extended for additional periods by the written contract of both parties.

B. CONSIDERATION

For services rendered under this Contract, Client agrees to compensate Contractor the sum total of \$40,000 to be paid in five equal payments on the fifteenth day of the month beginning in January 2012. If payment is received 30 days past the date due, a 5% late payment fee on the amount owing will apply, and interest will accrue at the maximum legal rate.

Contractor specifically recognizes that the limitation upon this Contract is essential and expressly agrees to be bound thereby. Contractor may submit invoices for reimbursement for travel expenses, lodging, food and entertainment expenses pre-authorized by Client.

C. INDEMNIFICATION

Contractor shall indemnify and hold harmless Client for any and all liability or claim for injury to persons or damage to property arising out of Contractor's performance or non-performance of this Contract.

Client shall indemnify and hold harmless Contractor for any and all liability or claim for injury to persons or damage to property arising out of Client's performance or non-performance of this Contract.

D. ASSIGNMENT AND SUBCONTRACTS

This is a Contract for professional services and no portion of this Contract may be assigned, delegated, or sub-contracted without the written permission of Client or its designee. Client is aware of the existence of a contract between Contractor and Yuri Morgan, an independent Contractor, and Client hereby gives its written permission as to this sub-contract and for Contractor to assign tasks and use the services of Mr. Morgan. Any attempt to do so without the other party's approval will be void.

E. TAXES

Contractor is, for all purposes, including taxes, workers compensation, and insurance an independent Contractor and not Client's employee. Contractor agrees to make all Social Security, federal or state tax payments or other payments as required by law.

F. STATE OF ALASKA REPORTING REQUIREMENTS

Contractor is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Lobbyist" Reports and filings. Client is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Employer of Lobbyist" Reports and filings.

G. COMPLETE CONTRACT

This Contract contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date, supersede all other contracts between the parties. The parties stipulate and agree that neither of them has made any representation with respect to the subject matter of this Contract or any other representations except as are specifically set forth herein, and that neither of them has relied upon any representations in entering into this Contract, except as are specifically

set forth herein. Each of the parties acknowledges that he or it has relied on its own judgment in entering into this Contract.

H. STATEMENT OF WORK

Contractor shall perform the following services for Client for the duration of this Contract:

1. Work to secure capital and/or operating budget funding as requested by Client;
2. Provide Client with notice of all public hearings and meetings relative to securing funding, supporting and/or opposing legislation; arrange meetings with key public officials in the legislative and executive branches of state government;
3. Track all legislation that may affect Client and notify Client of status;
4. Provide political strategies necessary to implement Clients goals and objectives.
5. Report in writing or via teleconference to Client on a bi-monthly schedule during the Legislative session.

Client and/or its designees shall be responsible for the following:

1. Provide Contractor with all legislative and administrative priorities and pertinent information necessary for legislative committee and administrative hearings and meetings;
2. Organize and provide technical support to promote Client goals noted under Contractor responsibilities;
3. Be available to provide timely input and testimony either via teleconference or in person before all legislative committees and Administration officials relative to Client's priorities outlined above.

I. CONFLICT RESOLUTION PROCEDURES

Contractor shall communicate, coordinate, and report to Client as required under this Contract. Except as otherwise provided, if Contractor receives instruction from other clients that Contractor reasonably, in good faith, believes to be contradictory to instructions provided by Client on a specific issue, Contractor shall declare a conflict by giving notice thereof to each client. After giving said notice of conflict, Contractor shall not carry out any of the duties, tasks, or functions requested by any of the contradictory instructions. Contractor will assist in conciliation efforts to resolve client differences. Said failure to act shall not constitute a breach of this Contract nor shall it decrease the Contract sum or travel reimbursement payable to Contractor hereunder. Contractor shall refrain from so acting until such time as Contractor receives non-contradictory written instructions on the same subject from each client, or from one of said clients who represents to Contractor that the officials have conferred and are now in agreement as to how to proceed. Contractor shall then carry out said instructions as otherwise required by this Contract. Regardless of the existence of a specific conflict, Contractor shall continue to perform all other duties required under this Contract that are not involved in the conflict.

J. TERMINATION

This Contract may be terminated by either party for any reason upon 30 days written notice; in the event such notice is given by either party during the first five months of a year in which this agreement is in effect, compensation will be pro-rated for the portion of five months that this Contract was in effect.

Any notice of termination by Contractor shall be executed by Contractor. Any notice of termination by Client shall be executed by the City Manager of the City of Homer.

K. GENERAL CONDITIONS

1. The Contractor's and the Client's performance under this Contract shall comply with all applicable statutes, regulations, ordinances, policies and ethical rules.

2. No waiver of any provision of this Contract shall be effective unless in writing signed by both parties. The failure by any party to object to non-performance of, or to seek to compel performance of, an obligation under this Contract shall not constitute a waiver of any subsequent breach of the same or any different obligation.

3. The laws of the State of Alaska shall govern the rights and duties of the parties under this Contract. Venue for any action or proceeding arising from this Contract shall be in the state court at Homer, Alaska.

4. This Contract and the exhibits to it constitute the entire agreement between the parties, superseding all previous representations, discussions and any verbal agreements between them.

5. This Contract may not be modified, limited or added to except by a writing signed by both parties.

6. Notices concerning this Contract shall be given by the parties in writing and shall be personally delivered or mailed to a party at the address set out above. Notice shall be complete when delivered or faxed or emailed.

7. If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.

8. This Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the parties with respect to its subject matter.

2012 Contract for Lobby Services
City of Homer and Anderson Group, LLC

IN WITNESS WHEREOF, the parties have executed this Contract and represent that they have the express authority to sign on behalf of the respective agency or party listed below.

CONTRACTOR:
ANDERSON GROUP, LLC

CLIENT
CITY OF HOMER


BY: _____
Linda C. Anderson, President

BY: _____
Walt Wrede, City Manager

DATE: December 1, 2011

DATE: _____

41 ATTEST:

42

43

44 _____
JO JOHNSON, CMC, CITY CLERK

45

46 Fiscal Note: Expenditure / Contract amount \$123,800 contained in FY 2012 Budget.



CITY OF HOMER POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

EMERGENCY 911
TELEPHONE (907) 235-3150
TELECOPIER (907) 235-3151

MEMORANDUM 11-169

DATE: August 25, 2011
TO: Walt Wrede, City Manager *W. Wrede*
FROM: Mark Robl, Chief of Police
SUBJECT: Animal Shelter Contract Renewal

Sherry Bess, doing business as Coastal Animal Care, has offered to renew her contract with the city for the management and operation of the animal shelter for another two years. I spoke with Sherry yesterday and verified that she will do the renewal without asking for an increase in the contract. The police department has had a very good relationship with Sherry over the years. She responds to our requests for assistance quickly and does a good job running the shelter. I consider this to be a very good deal for the city and I recommend renewal.

The existing contract is for \$123,800. The contractor has to pay for all of the food and supplies for the animals, necessary medical care, cleaning supplies, and provide a vehicle suitable for animal control work. The contractor has to pay all associated vehicle related expenses including fuel and maintenance. They are also required to respond to animal related calls for service on a 24/7 basis. I have obtained budget numbers from the shelters in Soldotna and Kenai to use as a reference.

The total projected budget for our shelter for 2012 if we renew with Coastal Animal Care is \$166,254, not including debt service. Kenai has a shelter almost identical to ours in size with a very similar program. They operate their shelter with city employees, (2 full time positions, 1 part time and 1 seasonal, 4 month position). The budget for the Kenai shelter is currently \$320,338.

Soldotna has a much smaller facility than ours with a smaller capacity and more limited programs. The Soldotna shelter is operated by one full time employee and one part time employee. Their total current budget is \$174,768.

If we transition to running our shelter with city employees I project we will need one full time position and two part time positions. Given this scenario, if we are able to maintain our volunteer participation at current levels we should be able to maintain our program content as is. If not we would have to change some aspect of our program content.

**CITY OF HOMER, ALASKA
AGREEMENT FOR PROFESSIONAL SERVICES**

This agreement for professional services, dated March 20, 2006 is entered into between the City of Homer, Alaska (hereinafter called the "City"), a municipal corporation, and Coastal Animal Care (hereinafter called "Contractor"). Contractor's address is P.O. Box 1255 Anchor Point, AK 99556.

This agreement is for professional services for the operation and management of the Homer Animal Shelter (hereinafter called the "Shelter"). Contractor's primary contact person for purposes of this agreement is Sherry Bess. The City's primary contact for purposes of this agreement is the Chief of Police or the Chief's Police Department Designee (hereinafter called the "PDC").

1. Scope of Work

The scope of work to be performed under this agreement is more completely described in Appendix A, which is incorporated herein by reference.

2. Compensation

As compensation for services, Contractor will be paid \$97,000.00, payable monthly in equal installments of \$8,083.33. Effective January 1, 2007 and each January 1st of the contract term Contractor will receive a 5% increase in compensation. Contractor will receive additional compensation of \$55.00 per hour for after hour call out requested by the Homer Police Department. At the conclusion of each month the Contractor shall submit a monthly invoice to the City and the City shall make payment within two weeks from receipt of the invoice.

The City may by written change order require Contractor to perform additional services; Contractor will not be paid additional compensation for additional services unless a written change order, signed by the PDC and setting forth the additional services and compensation, is approved before the Contractor undertakes such services.

3. Term

This agreement is effective for a term commencing April 1, 2006, and ending on December 31, 2011, unless terminated earlier pursuant to paragraph 14 of this Contract, or unless extended as hereinafter provided in paragraph 4.

4. Renewal Option

This contract may be extended upon written amendment expressing the mutual agreement of both the City and the Contractor. The renewal shall extend this Contract for not more than one additional 2 year term from the preceding expiration date.

5. Insurance

The Contractor will maintain a \$1,000,000.00 comprehensive general liability insurance for claims arising against the activities of the Contractor. The Contractor will add the City as an additional insured under this insurance policy which shall be primary to any policy obtained by the City that provides similar coverage for such activities. Contractor shall provide the City certificates of insurance to show that at all times the required insurance is in place. The City will maintain comprehensive general liability insurance for claims arising against the City concerning the Animal Control Shelter premises.

6. Worker's Compensation Insurance

Contractor acknowledges that it must provide worker's compensation insurance for its employees according to Alaska State Law. In the event Contractor hires any employee, Contractor will, prior to the start of employment for any employee, obtain worker's compensation insurance from an authorized worker's compensation carrier and provide proof of such insurance coverage to the City. Thereafter, Contractor shall keep such worker's compensation coverage in effect during the term of this agreement. No worker's compensation insurance policy shall be canceled or allowed to expire without 30 days prior written notice the City.

7. Hold Harmless and Indemnity

Contractor shall hold harmless, defend, and indemnify the City and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damage, or injury, including death, to persons or property sustained by Contractor, its employees, and its volunteers, or any or all of them, from any cause arising out of or in the course of the performance of services under this agreement.

8. Vehicle

Contractor will provide a vehicle(s) to perform animal control duties. Vehicle(s) should be clearly identified as "Animal Control", carry automobile liability insurance coverage with policy limits not less than \$300,000 for all owned, non-owned, and hired autos. Contractor will be responsible for all costs associated with vehicle, including fuel and maintenance.

9. Building and Equipment Owned by City

All land, buildings, improvements and permanent equipment which are presently in place, or new real property improvements which may be added, shall remain or become the property of the City. Contractor will be liable for the cost of damage to the City's building, improvements and equipment caused by negligence, recklessness, or intentional misconduct of Contractor or its employees.

Should the Contractor fund the implementation of any facility improvement at the request and approval of the City, such facilities shall become the property of the City after completion of a

repayment schedule.

Expendable supplies which are on hand on the day and date of the Contract execution shall be inventoried. The Contractor shall have access to these supplies during the duration of the Contract, but shall maintain the inventory such that at the end of the Contract period, the City inventories shall be replenished for supplies used or substituted, with City approval during the term of the Contract.

The City will require prior approval by the Chief of Police of any real property purchased or donated to the Shelter by the Contractor, Homer Animal Friends or by private donation.

10. Personnel

The Contractor represents that he has secured or will secure at Contractor's expense all personnel required in performing the services under this Contract. Contractor will furnish the City with names and addresses of all personnel. Contractor shall inspect all work performed by his personnel and ensure that the work meets the standards required by this agreement.

All of the services required hereunder will be performed by the Contractor or Contractors employees under the Contractor's supervision, and all personnel engaged in work shall be fully trained and qualified; and shall be authorized under State and local law to perform such services. Contractor shall remain responsible for all training of employees, and Contractor shall provide them with any required protection/safety gear as specified by current law or regulations; including OSHA requirements. None of the work or services covered by the Contract shall be subcontracted without prior written approval of the City.

The Contractor or any employees of the Contractor shall not be under the influence of alcohol or drugs (any substance considered unlawful under AS 11.71, or the metabolite of the substance) while working in the shelter, on shelter grounds or while on duty. Alcohol or drugs may not be possessed at the Shelter. The Contractor and employees of the Contractor will be required to submit to a breath test or other testing for presence of alcohol or drugs at the request of the PCD if the PCD, or a Homer police officer, has reasonable suspicion that the individual has consumed or is under the influence or is in possession of alcohol or drugs. A positive test result, or refusal to submit to such testing, may result in the City ordering a revocation of the individuals' peace officer status and a permanent or temporary prohibition against the individual's continued presence at the Shelter or continued work under this agreement or both.

11. City Obligations

The City shall provide the building, be responsible for building and ground maintenance and supplies; utilities to include water, sewer, electricity, heating fuel, dumpster pickup, phone and internet line.

12. Independent Contractor

This Agreement does not constitute an employment of Contractor by the City. Both parties agree

that Contractor is to remain an independent Contractor for all purposes. Except for those instances specifically provided herein, Contractor shall act independently and shall not be under the control of the City as to the means by which Contractor accomplishes its scope of work. Contractor shall not be treated by the City as an employee in respect of the services rendered hereunder for the purposes of any governmental agency. Consequently, the City will pay no state and federal unemployment taxes and will not withhold social security or federal income tax. Accordingly, Contractor shall be solely responsible for payment of all taxes arising out of Contractor's activities under this Agreement including but not limited to federal income taxes, social security taxes, unemployment insurance, state and local taxes, and all business and professional fees.

13. Entire Agreement

This Agreement constitutes the entire agreement between the City and Contractor, and there are no agreements or understandings concerning this Agreement which are not fully set forth therein.

14. Termination

14.1 Termination for Cause.

If, through any cause, except causes beyond the control of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the agreements or stipulations of this Contract, the City shall have the right to terminate the Contract upon providing written notice ten (10) days before the effective date of such termination.

14.2 Termination Without Cause.

The City may terminate this Contract in whole or in part at any time without cause by giving written notice to the Contractor of such termination at least thirty (30) days before the effective date of such termination. In that event, the Contractor will be paid for work satisfactorily completed on the date of termination, less payments of compensation previously paid.

15. Mediation

If any dispute arises out of or relates to this agreement, or the breach thereof, the parties shall first meet, confer, and attempt to settle the dispute. If the dispute cannot be settled through such direct negotiations, the parties agree to try in good faith to settle the matter by nonbinding mediation. The parties shall jointly agree on an impartial mediator within 30 days of either party's demand to submit the dispute to mediation and, unless otherwise agreed, the parties will follow the mediator's rules of procedure. If the parties cannot agree on a mediator within 30 days of a demand, and any extensions that may be agreed to by both parties, then either party may initiate mediation to be administered by the American Arbitration Association under its Commercial Mediation Procedures. All costs of mediation, including the mediator's fees and expenses, will be shared equally by the parties. Each party will bear its own attorneys' fees and

costs. Neither party may commence litigation unless and until such matter has been submitted to mediation as required in this section.

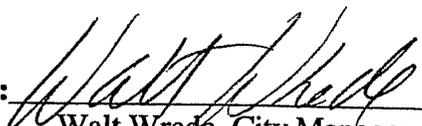
16. Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

17. Amendment

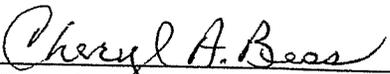
This Agreement may be amended only by a written document executed by the parties.

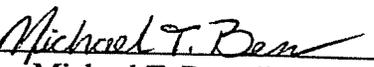
CITY OF HOMER

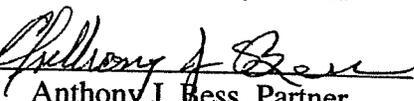
By: 
Walt Wrede, City Manager

Date Signed: 3/29/04

**CONTRACTOR:
Coastal Animal Care
Taxpayer ID # 519-62-0023**

By: 
Cheryl A. (Sherry) Bess, Partner

By: 
Michael T. Bess, Partner

By: 
Anthony J. Bess, Partner

Date Signed: March 22, 2006

APPENDIX A
SCOPE OF WORK

I. General

Contractor will operate the Shelter in accordance with the Homer City Code Title 20 and the Humane Society of the United States Standards for the Operation of an Animal Shelter. Contractor will accept cats, dogs, puppies and kittens both from the PDC and the City residents providing the space is available. These animals will receive safe, humane treatment during their stay and if necessary, their disposal. Contractor will determine which animals are to be destroyed. The Animal Shelter shall be managed in such a way to encourage adoptions but the Contractor is required to ensure that space will be available to comply with the intent of Title 20 of the Homer City Code. The intent of this title is to control the running of large animals within the city and to protect the general health, safety and welfare of the citizens of the City with respect to the keeping of animals. The Shelter does not have facilities for and therefore will not accept farm or wild animals.

II. Management and Operation of Animal Shelter

The Homer Animal Shelter requires operation 7 days a week for the care of animals. The Contractor shall maintain office and telephone inquiry response hours at the Animal Shelter for the convenience of the public a minimum of Tuesday through Saturday from 12:00 to 5:00 p.m. excluding Sundays and holidays. The contractor shall notify the PDC of any anticipated changes in operational hours. The City must agree with the Contractors proposed operating hour change prior to the change. The hours of operation for animal care to meet contract specifications will be left to the discretion of the Contractor.

Calls between the hours 7:00 p.m. and 8:00 a.m. Tuesday through Saturday, all day Sunday, Monday and on holidays and during the hours the Shelter is not open to the public will be directed to the Homer Police Department. The Homer Police Department will call the Contractor for emergency situations and the Contractor will receive a call out fee of \$55.00 for calls that occur between the hours of 7:00 p.m. and 8:00 a.m. Monday through Sunday. Contractor will provide the PCD current 24-hour contact numbers for personnel who shall respond to call outs.

At a minimum the PDC will conduct monthly inspections of the Homer Animal Shelter. The City may inspect the facilities at any time.

III. Animal Care and Feeding Routine

A. Feeding

1. Animals will be fed everyday using quality, name-brand chow in a type and quantity suitable to animal type and age.
2. Potable water will be present at all times.

B. Cleaning

1. All fecal material will be scooped and properly disposed of daily.
2. All "in use" kennels, cages, and runs; food bowls; cat litter boxes; and gutters, aisles, and floors will be cleaned and disinfected daily, with the exception of outside runs when temperatures are below freezing.

C. Veterinarian Care and Euthanasia

1. At Contractors discretion and cost emergency care for animals will be provided by a licensed veterinarian.
2. At Contractors discretion and cost euthanasia will be conducted by a licensed veterinarian by means of lethal injection.

D. Supplies

Contractor will purchase all supplies required for animal care and cleaning (such as animal food, medicine, kitty litter, etc) and all supplies for janitorial cleaning of the building.

IV. Vehicle

The Contractor will provide an animal control vehicle(s) as needed to fulfill the duties of the Contract. Vehicle should be clearly marked "Animal Control".

V. Records

- A. Incoming paperwork will be prepared for every animal that enters the Shelter. Such paperwork will include all pertinent dates, animal description, final disposition of the animal, prior home (inside/outside city limits) of animals picked up or received.
- B. A monthly animal report will be submitted to the PDC.
- C. An Animal Shelter Standard Operating Procedures (SOP) Manual will be developed within 90 days of contract signing and will be updated annually thereafter. The SOP shall be submitted to the Chief of Police for approval. The SOP shall address shelter and safety procedures for employees and volunteers.

VI. Animal Adoptions

The City and the Contractor acknowledge that adoptions are an important aspect to the Shelter. Contractor will use its best efforts to encourage adoptions including working with Homer Animal Friends adoption programs.

VII. Fee Collections

- A. During the hours Contractor is at the Shelter Contractor will collect animal drop off, animal adoption, impound, rabies vaccinations and license fees.
- B. Contractor will issue a receipt and keep a careful record of all incoming money.
- C. Contractor will remit to the City on a monthly basis all fees collected and records thereof, and all donations of money, supplies and equipment.
- D. Contractor will meet quarterly with the City's Finance Director or her designee to review financial records including fees collected, donations made to Animal Shelter and payment of any expenses for the Animal Shelter.
- E. The City may audit Contractor's fee collection records at any time upon reasonable notice to Contractor.

VIII. Animal Control and Code Enforcement

The Contractor will respond to calls involving domestic animals, investigate complaints, determine appropriate course of action up to and including impound of animals or issuing citations for violation of Homer City Code Title 20. The Contractor will notify the Police Department to request assistance from a Police Officer regarding the issuing of citations.

IX. Volunteers

Contractor will coordinate and train volunteers for the Animal Shelter.

X. Maintenance

The Contractor will be required to provide janitorial services for the building and to keep sidewalks and doorways free of dirt, debris, ice and snow. Contractor and all of Contractor's employees will abide by reasonable rules established by the City for the safe use and occupancy of the Shelter building and will take all reasonable precautions against damage to the premises.

Initials:

City of Homer: W. W. W. W.

Contractor: CAB

Attachments: City Code Title 20, Humane Society of the United States Standards for Operation of an Animal Shelter

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4 **CITY OF HOMER**
5 **HOMER, ALASKA**

City Clerk

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7 **RESOLUTION 11-112**
8

9 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
10 ALASKA, AWARDING THE ART WORK FOR THE CITY
11 HALL RENOVATION AND EXPANSION PROJECT TO
12 KEITH APPEL OF ANCHORAGE, ALASKA, IN THE
13 AMOUNT OF \$4,200, TO GERARD HOUSEWORKS OF
14 HOMER, ALASKA, IN THE AMOUNT OF \$3,300, TO TIERRA
15 TILE, LLC OF HOMER, ALASKA, IN THE AMOUNT OF
16 \$5,000, TO MOOSE RUN METALSMITHS OF HOMER,
17 ALASKA, IN THE AMOUNT OF \$2,500, AND AUTHORIZING
18 THE CITY MANAGER TO EXECUTE THE APPROPRIATE
19 DOCUMENTS.
20

21 WHEREAS, The Request for Proposals was advertised in the Homer Tribune on
22 September 21, 2011, the Homer News on September 29, 2011, and posted on the City's website;
23 and

24 WHEREAS, Proposals were due by 4:30 p.m. on Thursday, October 27, 2011, and
25 fourteen proposals were received by the City Clerk's Office; and
26

27 WHEREAS, The 1% for the Art Selection Committee reviewed the proposals and
28 recommends that Keith Appel of Anchorage, Alaska, for his work "Five Bull Cans" in the
29 amount of \$4,200; Gerard HouseWorks of Homer, Alaska, for his work "Compass Rose" in the
30 amount of \$3,300; Tierra Tile, LLC of Homer, Alaska, for his work "Fireweed" in the amount of
31 \$5,000; and Moose Run Metalsmiths of Homer, Alaska, for their work "Southside Kachemak
32 Bay, Grewingk Glacier in the amount of \$2,500; and
33

34 WHEREAS, This award is not final until notice is received by Keith Appel of
35 Anchorage, Alaska, Gerard HouseWorks of Homer, Alaska, Tiera Tile, LLC of Homer, Alaska,
36 and Moose Run Metalsmiths of Homer, Alaska, from the City of Homer.
37

38 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
39 hereby awards the Artwork for the City Hall Renovation and Expansion Project to Keith Appel
40 of Anchorage, Alaska, in the amount of \$4,200, Gerard HouseWorks of Homer, Alaska, in the
41 amount of \$3,300, Tierra Tile, LLC of Homer, Alaska, in the amount of \$5,000, and Moose Run
42 Metalsmiths of Homer, Alaska, in the amount of \$2,500 and authorizes the City Manager to
43 execute the appropriate documents.
44

45 PASSED AND ADOPTED by the Homer City Council this 12th day of December, 2011.
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47 CITY OF HOMER
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51 JAMES C. HORNADAY, MAYOR
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ATTEST:

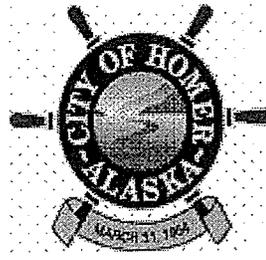
JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Acct. No. 151-775, 1% for the Arts for the City Hall Renovation and Expansion Project \$15,000.

Office of the City Clerk

Jo Johnson, CMC, City Clerk

Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM 11-170

TO: MAYOR HORNADAY AND CITY COUNCIL
FROM: 1% FOR THE ARTS SELECTION COMMITTEE
CITY HALL RENOVATION AND EXPANSION PROJECT
DATE: DECEMBER 5, 2011
RE: RECOMMENDATION TO AWARD

Background

The members of the Selection Committee having reviewed and discussed fourteen proposals. These were submitted in response to an advertised Request for Proposals for artwork to fulfill the 1% for the Arts in accordance with Homer City Code, Chapter 18.07 Funds for Works of Art in Public Places. The committee reviewed the proposals at a meeting on November 16, 2011 and again on December 5, 2011. The members of the committee have unanimously agreed on the following artists and proposed works of art:

Keith Appel of Anchorage Alaska for his work entitled – Five Bull Cans

David Gerard of Gerard HouseWorks, Homer, Alaska for his work entitled – Compass Rose

Joshua Nordstrom of Tierra Tile, LLC Homer, Alaska for his work entitled – Fireweed

Tarri Thurman & Marlon Prazen of Moose Run Metalsmiths, Homer, Alaska for their work entitled – Southside Kachemak Bay, Grewingk Glacier

Recommendation

Approve recommendation to award contracts to the artists noted above and authorize the City Manager to execute the appropriate documents.

COMMENTS OF THE AUDIENCE
COMMENTS OF THE CITY ATTORNEY
COMMENTS OF THE CITY CLERK
COMMENTS OF THE CITY MANAGER
COMMENTS OF THE MAYOR
COMMENTS OF THE CITY COUNCIL
ADJOURNMENT

