

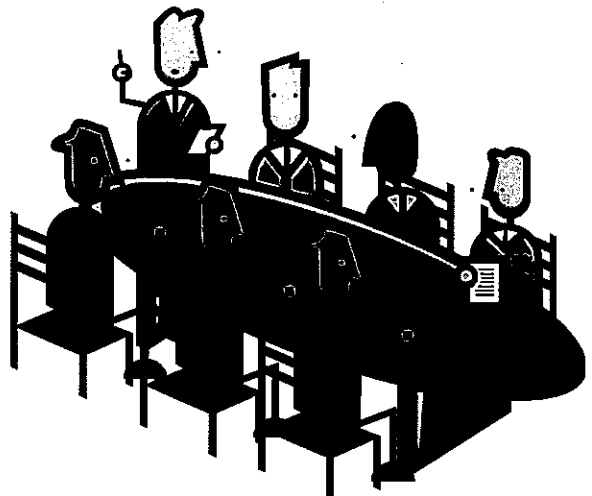
City Council  
April 9, 2012  
Monday



Special Meeting 4:00 P.M.  
Committee of the Whole  
5:00 P.M.  
Regular Meeting  
6:00 P.M.



Cowles Council Chambers  
City Hall  
491 E. Pioneer Avenue  
Homer, Alaska



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# April/May 2012

<b>Monday 23<sup>rd</sup></b>	<b>CITY COUNCIL Special Meeting 4:00 p.m., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m.</b>
<b>Tuesday 24<sup>th</sup></b>	<b>KACHEMAK DRIVE PATH COMMITTEE Meeting 5:30 p.m.</b>
<b>Wednesday 25<sup>th</sup></b>	<b>PORT AND HARBOR ADVISORY COMMISSION Regular Meeting 5:00 p.m.</b>
<b>Thursday 26<sup>th</sup></b>	<b>LIBRARY LANDSCAPE COMMITTEE Noon to 1:00 p.m. Library.</b>
<b>Monday 30<sup>th</sup></b>	<b>CITY COUNCIL Worksession 5:00 to 7:00 p.m.</b>
<b>Tuesday 1<sup>st</sup></b>	<b>LIBRARY ADVISORY BOARD Regular Meeting 5:00 p.m.</b>
<b>Wednesday 2<sup>nd</sup></b>	<b>PLANNING COMMISSION Worksession 5:30 p.m. and Regular Meeting 6:30 p.m.</b>
<b>Thursday 3<sup>rd</sup></b>	<b>KAREN HORNADAY PARK COMMITTEE Meeting 5:30 p.m.</b>
<b>Tuesday 8<sup>th</sup></b>	<b>ECONOMIC DEVELOPMENT ADVISORY COMMISSION Regular Meeting 6:00 p.m.</b>
<b>Thursday 10<sup>th</sup></b>	<b>PERMANENT FUND COMMITTEE Regular Meeting 5:15 p.m.</b>
<b>Monday 14<sup>th</sup></b>	<b>CITY COUNCIL Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m.</b>

## **Regular Meeting Schedule**

- City Council 2<sup>nd</sup> and 4<sup>th</sup> Mondays 6:00 p.m.**
- Library Advisory Board 1<sup>st</sup> Tuesday 5:00 p.m.**
- Economic Development Advisory Commission 2<sup>nd</sup> Tuesday 6:00 p.m.**
- Parks and Recreation Advisory Commission 3<sup>rd</sup> Thursday of the month with exception of December 5:30 p.m.**
- Planning Commission 1<sup>st</sup> and 3<sup>rd</sup> Wednesday 6:30 p.m.**
- Port and Harbor Advisory Commission 4<sup>th</sup> Wednesday 5:00 p.m.**
- Transportation Advisory Committee Quarterly 3<sup>rd</sup> Tuesday 5:30 p.m.**
- Public Arts Committee Quarterly 3<sup>rd</sup> Thursday 5:00 p.m.**
- Lease Committee Quarterly 2<sup>nd</sup> Thursday 3:00 p.m.**
- Permanent Fund Committee Quarterly 2<sup>nd</sup> Thursday 5:15 p.m.**

## **MAYOR AND CITY COUNCILMEMBERS AND TERMS**

- JAMES C. HORNADAY, MAYOR – 12**
- MARY E. (BETH) WYTHE, COUNCILMEMBER – 13**
- FRANCIE ROBERTS, COUNCILMEMBER – 12**
- BARBARA HOWARD, COUNCILMEMBER – 14**
- DAVID LEWIS, COUNCILMEMBER – 14**
- BRYAN ZAK, COUNCILMEMBER – 13**
- BEAUREGARD BURGESS, COUNCILMEMBER – 12**

**City Manager, Walt Wrede  
City Attorney, Thomas Klinkner**

<http://www.cityofhomer-ak.gov/cityclerk> home page access, Clerk's email address is: [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us) Clerk's office phone number: direct line 235-3130, other number 435-3106.

COWLES COUNCIL CHAMBERS  
491 E. PIONEER AVENUE  
HOMER, ALASKA  
[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)



**SPECIAL MEETING**  
**4:00 P.M. MONDAY**  
**APRIL 23, 2012**

MAYOR JAMES C. HORNADAY  
COUNCIL MEMBER BETH WYTHE  
COUNCIL MEMBER FRANCIE ROBERTS  
COUNCIL MEMBER BARBARA HOWARD  
COUNCIL MEMBER DAVID LEWIS  
COUNCIL MEMBER BRYAN ZAK  
COUNCIL MEMBER BEAUREGARD BURGESS  
CITY ATTORNEY THOMAS KLINKNER  
CITY MANAGER WALT WREDE  
CITY CLERK JO JOHNSON

**MEETING NOTICE**  
**SPECIAL MEETING AGENDA**

**1. CALL TO ORDER, 4:00 P.M.**

Councilmember Zak has requested telephonic participation or excusal.

**2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)

**3. NEW BUSINESS**

**A. Memorandum 12-062**, From City Clerk, Re: Request for Executive Session Pursuant to AS 44.62.310 (a-c)(1-3) Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity (Settlement Negotiations with Nicholas Kazan). Page 7

**4. COMMENTS OF THE AUDIENCE**

**5. ADJOURNMENT NO LATER THAN 4:50 P.M.**

Next Regular Meeting is Monday, May 14, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for Monday, April 30, 2012 from 5:00 to 7:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



# Office of the City Clerk

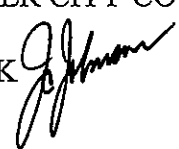
Jo Johnson, CMC, City Clerk  
Melissa Jacobsen, CMC, Deputy City Clerk II  
Renee Krause, CMC, Deputy City Clerk I



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 12-062

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: JO JOHNSON, CMC, CITY CLERK 

DATE: APRIL 3, 2012

SUBJECT: FROM CITY CLERK, RE: REQUEST FOR EXECUTIVE SESSION PURSUANT TO AS 44.62.310 (A-C)(1-3) MATTERS, THE IMMEDIATE KNOWLEDGE OF WHICH WOULD CLEARLY HAVE AN ADVERSE EFFECT UPON THE FINANCES OF THE PUBLIC ENTITY (SETTLEMENT NEGOTIATIONS WITH NICHOLAS KAZAN).

Pursuant to Council's Operating Manual – "Any Councilmember, the Mayor or City Manager may place consideration of an executive session on the agenda..."

City Manager Wrede requested an Executive Session regarding "Settlement Negotiations with Nicholas Kazan" for the Special Meeting of April 23, 2012.

These items have been publicly and internally noticed since that time.

Attorney Klinkner will be present by telephone if needed.

### RECOMMENDATION:

Approve the request for Executive Session and conduct immediately in the Conference Room.





**COWLES COUNCIL CHAMBERS**  
491 E. PIONEER AVENUE  
HOMER, ALASKA  
[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)



**COMMITTEE OF THE WHOLE**  
**5:00 P.M. MONDAY**  
**APRIL 23, 2012**

MAYOR JAMES C. HORNADAY  
COUNCIL MEMBER BETH WYTHE  
COUNCIL MEMBER FRANCIE ROBERTS  
COUNCIL MEMBER BARBARA HOWARD  
COUNCIL MEMBER DAVID LEWIS  
COUNCIL MEMBER BRYAN ZAK  
COUNCIL MEMBER BEAUREGARD BURGESS  
CITY ATTORNEY THOMAS KLINKNER  
CITY MANAGER WALT WREDE  
CITY CLERK JO JOHNSON

**MEETING NOTICE**  
**COMMITTEE OF THE WHOLE AGENDA**

**1. CALL TO ORDER, 5:00 P.M.**

Councilmember Zak has requested telephonic participation or excusal.

**2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)

**3. Linda Anderson & Yuri Morgan, Anderson Group, Lobbyists**

**4. REGULAR MEETING AGENDA**

**5. COMMENTS OF THE AUDIENCE**

**6. ADJOURNMENT NO LATER THAN 5:50 P.M.**

Next Regular Meeting is Monday, May 14, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for April 30, 2012 from 5:00 to 7:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



**CALL TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**AGENDA APPROVAL**



COWLES COUNCIL CHAMBERS  
491 E. PIONEER AVENUE  
HOMER, ALASKA  
[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)



REGULAR MEETING  
6:00 P.M. MONDAY  
APRIL 23, 2012

MAYOR JAMES C. HORNADAY  
COUNCIL MEMBER BETH WYTHE  
COUNCIL MEMBER FRANCI ROBERTS  
COUNCIL MEMBER BARBARA HOWARD  
COUNCIL MEMBER DAVID LEWIS  
COUNCIL MEMBER BRYAN ZAK  
COUNCIL MEMBER BEAUREGARD BURGESS  
CITY ATTORNEY THOMAS KLINKNER  
CITY MANAGER WALT WREDE  
CITY CLERK JO JOHNSON

## REGULAR MEETING AGENDA

Special Meeting 4:00 p.m. and Committee of the Whole 5:00 p.m. in Homer City Hall  
Cowles Council Chambers.

### 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Councilmember Zak has requested telephonic participation or excusal.

Department Heads may be called upon from time to time to participate via teleconference.

### 2. AGENDA APPROVAL

(Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 1.24.040.)

### 3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

### 4. RECONSIDERATION

#### A. Reconsideration issued by Councilmember Roberts:

**Ordinance 12-01(S)(A)**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.60.040, Definitions; Homer City Code 21.60.060, Signs Allowed on Private Property With and Without Permits; Homer City Code 21.60.070, Permits Required; Homer City Code 21.60.080 Design, Construction, and Maintenance; Homer City Code 21.60.090, Signs in the Public Right-Of-Way; Homer City Code 21.60.095, Electoral Signs; Homer City Code 21.60.100, Signs Exempt from Regulation Under this Chapter; Homer City Code 21.60.110 Signs Prohibited Under this Chapter; Homer City Code 21.60.130, Temporary Signs-Private Property; Homer City Code 21.60.150, Time of Compliance-Nonconforming Signs and Signs Without Permits; and Homer City Code 21.60.170, Enforcement and Remedies; and Repealing Homer City Code 21.60.120, General Permit Procedures; Homer City Code 21.60.140, Temporary Signs-Public

## 5. CONSENT AGENDA

(Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Councilmember.)

- A. Homer City Council unapproved Special and Regular Meeting minutes of April 9, 2012. City Clerk. Recommend adoption. Page 55
- B. **Memorandum 12-063**, from Mayor, Re: Reappointment of Trina Fellows and Michele Miller to the Public Arts Committee. Page 75
- C. **Resolution 12-033**, A Resolution of the City Council of Homer, Alaska, Authorizing Lease Negotiations for Lot 88-3 on the Homer Spit Between the City and William Sullivan, dba Dockside II, and Finding that Awarding a New Lease to the Current Lessee Without a Competitive Bidding Process is in the Public Interest. City Manager/Lease Committee. Page 81
- Memorandum 12-064 from Lease Committee as backup. Page 83

## 6. VISITORS

- A. **Representative Paul Seaton**, Legislative Update, 10 minutes via Skype.
- B. **Linda Anderson & Yuri Morgan, Anderson Group, Lobbyists**, 10 minutes.
- C. **Jenny Martin**, Families First, Week of the Young Child, 10 minutes. Page 107
- D. **Megan Murphy & Esther Hammerschlag**, Mobilizing for Action through Planning & Partnerships (MAPP), Community Health Improvement Project and Homer Prevention Project, 10 minutes. Page 123

## 7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. **Mayor's Proclamation** – Week of the Young Child - April 21 - 28, 2012 Page 127
- B. **Mayor's Proclamation** – Municipal Clerks Week - April 29 - May 5, 2012 Page 129
- C. Borough Report

D. Commissions/Board Reports:

1. Library Advisory Board
2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission
4. Parks and Recreation Advisory Commission
5. Port and Harbor Advisory Commission

8. **PUBLIC HEARING(S)**

9. **ORDINANCE(S)**

A. If reconsidered:

**Ordinance 12-01(S)(A)**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.60.040, Definitions; Homer City Code 21.60.060, Signs Allowed on Private Property With and Without Permits; Homer City Code 21.60.070, Permits Required; Homer City Code 21.60.080 Design, Construction, and Maintenance; Homer City Code 21.60.090, Signs in the Public Right-Of-Way; Homer City Code 21.60.095, Electoral Signs; Homer City Code 21.60.100, Signs Exempt from Regulation Under this Chapter; Homer City Code 21.60.110 Signs Prohibited Under this Chapter; Homer City Code 21.60.130, Temporary Signs-Private Property; Homer City Code 21.60.150, Time of Compliance-Nonconforming Signs and Signs Without Permits; and Homer City Code 21.60.170, Enforcement and Remedies; and Repealing Homer City Code 21.60.120, General Permit Procedures; Homer City Code 21.60.140, Temporary Signs-Public Rights-Of-Way; and Homer City Code 21.60.160, Violations; Regarding the Regulation of Signs. Planning/City Attorney. Page 17

B. **Emergency Ordinance 12-17**, An Emergency Ordinance of the City Council of Homer, Alaska, Appropriating \$30,000 from the Port and Harbor Reserves to Make Emergency Repairs and/or Replace Damaged Float Piles in the Homer Harbor and Authorizing the City Manager to Execute a Change Order to the Existing Contract with Pacific Pile and Marine to Conduct the Harbor Float Piling Repair and Replacement Work in an Amount Not to Exceed \$30,000. City Manager. Page 131

Memorandum 12-068 from Port and Harbor Director as backup. Page 137

- C. **Ordinance 12-18**, An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget to Allow for the Completion of the 2012 Streets Repaving Project Utilizing Homer Accelerated Roads and Trails Program (HART) Funds in an Amount Not to Exceed \$900,000. City Manager/Public Works Director. Recommended dates: Introduction April 23, 2012, Public Hearing and Second Reading May 14, 2012.

Page 139

Memorandum 12-065 from Public Works Director as backup.

Page 143

## 10. CITY MANAGER'S REPORT

- A. City Manager's Report

Page 149

- B. Bid Report

Page 167

## 11. CITY ATTORNEY REPORT

## 12. COMMITTEE REPORT

- A. Public Arts Committee

- B. Transportation Advisory Committee

- C. Permanent Fund Committee

- D. Lease Committee

- E. Port and Harbor Improvement Committee

- F. Employee Committee Report

## 13. PENDING BUSINESS

- A. **Memorandum 12-056**, from Mayor, Re: Appointments of Ken Castner, Bob Howard, Sharon Minsch, Lloyd Moore, Terry Yager, and Councilmember Mary E. (Beth) Wythe to the Water and Sewer Rate Task Force.

Page 169

Memorandum 12-069 from City Clerk as backup.

Page 186

- B. **Resolution 11-090**, A Resolution of the City Council of Homer, Alaska, Supporting the Concept and Construction of Non-Motorized Pathways to Increase the Safety for Motorized and Non-Motorized Users Along Kachemak Drive Located Within the City Limits, from the Base of the Homer Spit to East End Road. Lewis/Zak/Parks and Parks and Recreation Advisory Commission.

Page 187



**Resolution 11-090(S)**, A Resolution of the City Council of Homer, Alaska, Supporting ~~The Concept~~ And Construction of a Non-Motorized Pathways to Increase The Safety for Motorized and Non-Motorized Users Along Kachemak Drive Located Within the **Homer** City Limits, from the Base of the Homer Spit to East End Road. Lewis/Zak/Parks and Parks and Recreation Advisory Commission. Page 189

**14. NEW BUSINESS**

**15. RESOLUTIONS**

A. **Resolution 12-034**, A Resolution of the City Council of Homer, Alaska, Urging the North Pacific Fishery Management Council to Adopt Measures that Reduce the Halibut Prohibited Species Catch in the Gulf of Alaska Groundfish Fisheries. Lewis. Page 281

B. **Resolution 12-035**, A Resolution of the City Council of Homer, Alaska, Approving a New Five Year Lease at the Homer Airport Terminal for Hertz / Pioneer Car Rentals Inc. and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Page 283  
Memorandum 12-066 from City Manager as backup. Page 285

C. **Resolution 12-036**, A Resolution of the City Council of Homer, Alaska, Approving a New Short Term Lease (Six Months) for Peninsula Scrap and Salvage on a Portion of Lot 12, Homer Spit Subdivision No. 5 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Page 333  
Memorandum 12-067 from City Manager as backup. Page 335

**16. COMMENTS OF THE AUDIENCE**

**17. COMMENTS OF THE CITY ATTORNEY**

**18. COMMENTS OF THE CITY CLERK**

**19. COMMENTS OF THE CITY MANAGER**

**20. COMMENTS OF THE MAYOR**

**21. COMMENTS OF THE CITY COUNCIL**

**22. ADJOURNMENT**

Next Regular Meeting is Monday, May 14, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for Monday, April 30, 2012 from 5:00 p.m. to 7:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



**PUBLIC COMMENTS UPON MATTERS  
ALREADY ON THE AGENDA**



# RECONSIDERATION



**ORDINANCE REFERENCE SHEET**  
**2012 ORDINANCE**  
**ORDINANCE 12-01**

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.60.040, Definitions; Homer City Code 21.60.060, Signs Allowed on Private Property With and Without Permits; Homer City Code 21.60.070, Permits Required; Homer City Code 21.60.080 Design, Construction, and Maintenance; Homer City Code 21.60.090, Signs in the Public Right-of-Way; Homer City Code 21.60.095, Electoral Signs; Homer City Code 21.60.100, Signs Exempt From Regulation Under this Chapter; Homer City Code 21.60.110 Signs Prohibited Under this Chapter; Homer City Code 21.60.130, Temporary Signs-Private Property; Homer City Code 21.60.150, Time of Compliance-Nonconforming Signs and Signs Without Permits; and Homer City Code 21.60.170, Enforcement and Remedies; and Repealing Homer City Code 21.60.120, General Permit Procedures; Homer City Code 21.60.140, Temporary Signs-Public Rights-of-Way; and Homer City Code 21.60.160, Violations; Regarding the Regulation of Signs.

Sponsor: Planning/City Attorney

1. City Council Regular Meeting January 9, 2012 Introduction
  - a. Substitute Ordinance 12-01(S)
  - b. Memorandum 12-007 from City Planner as backup
  - c. Memorandum 12-008 from City Attorney as backup
  
2. City Council Regular Meeting January 23, 2012 Public Hearing and Second Reading
  - a. Substitute/Amended Ordinance 12-01(S)(A)
  - b. Memorandum 12-007 from City Planner as backup
  - c. Memorandum 12-008 from City Attorney as backup
  
3. City Council Regular Meeting January 23, 2012 Public Hearing and Second Reading
  - a. Substitute/Amended Ordinance 12-01(S)(A)
  - b. Memorandum 12-007 from City Planner as backup
  - c. Memorandum 12-008 from City Attorney as backup
  
4. City Council Regular Meeting March 27, 2012 Pending Business
  - a. Substitute/Amended Ordinance 12-01(S)(A)
  - b. Memorandum 12-007 and 12-051 from City Planner as backup
  - c. Memorandum 12-008 from City Attorney as backup  
Memorandum 12-048 from Economic Development Advisory Commission as backup
  - d. Written public comment
  - e. Staff Reports and Memorandums from Planning Commission and Economic Development Advisory Commission meetings (w/Memorandum 12-051)
  - f. Suggestions from City Attorney Klinkner

5. City Council Regular Meeting April 9, 2012 Public Hearing and Second Reading
  - a. Substitute/Amended Ordinance 12-01(S)(A)
  - b. Memorandum 12-007 from City Planner as backup
  - c. Memorandum 12-008 from City Attorney as backup  
Memorandum 12-048 from Economic Development Advisory Commission as backup
  - d. Memorandum 12-051 from City Planner as backup
  - e. Written public comment
  - f. Staff Reports and Memorandums from Planning Commission and Economic Development Advisory Commission meetings (w/Memorandum 12-051)
  - g. Email with suggested amendments from City Attorney Klinkner
  
6. City Council Regular Meeting April 23, 2012 Reconsideration
  - a. Written public comment
  - b. All prior memorandums and backup in April 9<sup>th</sup> packet



CITY OF HOMER  
HOMER, ALASKA

Planning/City Attorney

ORDINANCE 12-01(S)(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE 21.60.040, DEFINITIONS; HOMER CITY CODE 21.60.060, SIGNS ALLOWED ON PRIVATE PROPERTY WITH AND WITHOUT PERMITS; HOMER CITY CODE 21.60.070, PERMITS REQUIRED; HOMER CITY CODE 21.60.080 DESIGN, CONSTRUCTION, AND MAINTENANCE; HOMER CITY CODE 21.60.090, SIGNS IN THE PUBLIC RIGHT-OF-WAY; HOMER CITY CODE 21.60.095, ELECTORAL SIGNS; HOMER CITY CODE 21.60.100, SIGNS EXEMPT FROM REGULATION UNDER THIS CHAPTER; HOMER CITY CODE 21.60.110 SIGNS PROHIBITED UNDER THIS CHAPTER; HOMER CITY CODE 21.60.130, TEMPORARY SIGNS-PRIVATE PROPERTY; HOMER CITY CODE 21.60.150, TIME OF COMPLIANCE-NONCONFORMING SIGNS AND SIGNS WITHOUT PERMITS; AND HOMER CITY CODE 21.60.170, ENFORCEMENT AND REMEDIES; AND REPEALING HOMER CITY CODE 21.60.120, GENERAL PERMIT PROCEDURES; HOMER CITY CODE 21.60.140, TEMPORARY SIGNS-PUBLIC RIGHTS-OF-WAY; AND HOMER CITY CODE 21.60.160, VIOLATIONS; REGARDING THE REGULATION OF SIGNS.

THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 21.60.040, Definitions, is amended to read as follows:

21.60.040 Definitions. In this chapter, addition to terms defined in HCC §21.03.040, the following words and phrases shall have the meanings set forth in this section.

"Abandoned sign" means a sign that refers to a business or activity that is no longer being conducted or pursued.

"Animated sign" means a sign that uses flashing lights, movement or change of lighting to depict action or create a special effect or scene, or that includes characters, letters, or illustrations whose message changes at least one time per day; provided that a changing electronic or mechanical indication of time or temperature does not cause a sign to be an animated sign.

"Banner" means a lightweight sign that contains a message which is attached or imprinted on a flexible surface that deforms under light pressure and that is typically constructed of non-durable materials, including without limitation cardboard, cloth and plastic. Banner material attached to a rigid frame on all edges or a flag shall not be considered a banner.

"Beacon" means a sign that emits one or more beams of light, capable of being directed in one or more directions or rotated or moved.

44 "Building marker" means a wall sign cut or etched into masonry, bronze, or similar  
45 material that includes only the building name, date of construction, or historical data on historic  
46 site.

47 "Building sign" means a sign that is attached to and/or supported by a building, but that is  
48 not a freestanding sign.

49 "Changeable copy sign" means a sign that includes characters, letters, or illustrations that  
50 can be changed or rearranged without altering the face or the surface of the sign, and on which  
51 the message changes less often than one time per day; provided that a changing electronic or  
52 mechanical indication of time or temperature does not cause a sign to be a changeable copy sign.

53 "Commercial message" means letters, graphic material or a combination thereof that,  
54 directly or indirectly, names, advertises, or calls attention to a business, brand, product, service  
55 or other commercial activity.

56 "Electoral sign" means any sign used for the purpose of advertising or promoting a  
57 political party, or the election or defeat of a candidate initiative, referendum or proposition at an  
58 election.

59 "Flag" means the flag of the United States, the State, the City, a foreign nation having  
60 diplomatic relations with the United States, and any other flag adopted or sanctioned by an  
61 elected legislative body of competent jurisdiction.

62 "Freestanding sign" means a sign supported, in whole or in part, by structures or supports  
63 that are placed on, or anchored in the ground and that are independent of any building or other  
64 structure.

65 "Ground sign" means a freestanding sign that is placed directly on the ground having or  
66 appearing to have a foundation or solid base beneath 50 percent or more of the longest horizontal  
67 dimension of the sign.

68 "Incidental sign" means an informational or directional sign that is incidental and  
69 subordinate to a principal use of the lot on which it is located, such as "no parking", "entrance",  
70 "loading only", "telephone", and that bears no commercial message that is legible from outside  
71 that lot.

72 "Marquee sign" means a sign attached in any manner to, or made a part of, a permanent  
73 roof-like structure projecting beyond a building, generally designed and constructed to provide  
74 protection from the weather.

75 "Official traffic control device" means a sign not inconsistent with Alaska Statutes Title  
76 28, placed or erected by authority of a state or municipal agency or official having jurisdiction,  
77 for the purpose of traffic regulating, warning and guiding.

78 "Off-premises sign" means a sign containing a message drawing attention to goods or  
79 services, business or other activity not offered or conducted on the lot on which the sign is  
80 located.

81 "Pennant" means a lightweight plastic, fabric, or other material, whether or not containing  
82 a message of any kind suspended from a rope, wire, or string, usually in series, designed to move  
83 in the wind.

84 "Permanent sign" means a sign that is not a temporary sign.

84 "Principal building" means a building in which the principal use of the lot is conducted.  
85 Lots with multiple principal uses may have multiple principal buildings, but storage buildings,  
86 garages, and other accessory structures shall not be considered principal buildings.

87 "Projecting sign" means a building sign attached to a wall and that protrudes more than  
88 six inches beyond the surface of the wall.

89 "Public sign" means an off-premises sign other than an official traffic control device, that  
90 provides direction or information, or identifies public facilities such as parks, playgrounds,  
91 libraries, or schools or a distinct area of the City, such as Pioneer Avenue, the Homer spit, Old  
92 Town and entrances to the City.

93 "Residential sign" means a sign located in the Rural Residential, Residential Office or  
94 Urban Residential zoning districts that contains no commercial message except for advertising  
95 for goods or services legally offered on the premises where the sign is located, if offering such  
96 services at such location conforms to all requirements of the zoning code.

97 "Roof sign, integral" means a sign erected and constructed as an integral part of roof of a  
98 building, such that no part of the sign extends vertically more than two feet above the highest  
99 portion of that roof of which it is a part.

100 "Setback" means the distance between a sign located on a lot and the closest lot line.

101 "Sign" means a device, fixture, placard, or structure that uses any color, form, graphic,  
102 illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of  
103 a person or entity, or to communicate information of any kind to the public.

104 "Suspended sign" means a sign that is suspended from the underside of a horizontal plane  
105 surface and is supported by such surface.

106 "Temporary sign" means a sign that is not affixed permanently to a building or to a  
107 permanent support or foundation, including without limitation menu or sandwich board signs.

108 "Wall sign" means a sign attached parallel to, but within six inches of, a wall, painted  
109 on the surface, or erected and confined within the limits of an outside wall of any building or  
110 structure, which is supported by such building or structure, and which displays only one sign  
111 surface.

112 "Window sign" means a sign that is placed inside a window or upon the window panes or  
113 glass and is visible from the exterior of the building.

114  
115 Section 2. The title and subsection (a) of Homer City Code 21.60.060, Signs allowed on  
116 private property with and without permits, are amended to read as follows:  
117

118 21.60.060 Signs on private property. a. Signs shall be allowed on private property in the  
119 City only in accordance with Table 1. If the letter "A" appears for a sign type in a column, such  
120 sign type is allowed without prior permit approval in the zoning district represented by that  
121 column. If the letter "P" appears for a sign type in a column, such sign type is allowed only with  
122 prior permit approval in the zoning districts represented by that column. Special conditions may  
123 apply in some cases. If the letter "N" appears for a sign type in a column, such sign type is not  
124 allowed in the zoning districts represented by that column under any circumstances. If the letters

125 "PH" appear for a sign type in a column, such sign type is allowed in the zoning districts  
 126 represented by that column only with prior approval by the Commission after a public hearing.

127 b. Although permitted under the previous paragraph, a sign designated by an "A" or  
 128 "P" in Table 1 shall be allowed only if:

129 1. The sum of the area of all building and free standing signs on the lot does  
 130 not exceed the maximum permitted sign area for the zoning district in which the lot is  
 131 located as specified in Table 2; and

132 2. The characteristics of the sign conform to the limitations of Table 3;  
 133 Permitted Sign Characteristics, and with any additional limitations on characteristics  
 134 listed in Table 1 or Table 2.

135 c. A sign type that is not listed on the following tables is prohibited.

136  
 137 Section 3. The Key to Tables 1 through 3 that follows Homer City Code 21.60.060,  
 138 Signs on private property, is amended to read as follows:

139

KEY to Tables 1 through 3	
RR Rural Residential	GBD Gateway Business District
UR Urban Residential	GC1 General Commercial 1
RO Residential Office	GC2 General Commercial 2
INS Institutional Uses Permitted in Residential Zoning Districts (a)	EEMU East End Mixed Use
CBD Central Business District	MC Marine Commercial
TC Town Center District	MI Marine Industrial
	OSR Open Space Recreation
	PS Public Sign Uses Permit
A = Allowed without sign permit	
P = Allowed only with sign permit	
N = Not allowed	
PH = Allowed only upon approval by the Planning Commission after a public hearing	
For parenthetical references, e.g., "(a)," see Notes following graphical portion of table.	

140

141  
 142 Section 4. Table 1 following Homer City Code 21.60.060, Signs on private property, is amended  
 143 to read as follows:

Sign Type	RR	UR	RO	INS (a)	CBD	TC	GBD	GC 1	GC 2	EEMU	MC	MI	OSR	PS
Freestanding														
Residential (b)	A	A	A	A	A	A	A	N	N	N	N	N	A	PH
Other (b)	N	N	N	P	P	P	P-(i)	P	P	P	PS	P	N	PH
Incidental (c)	N	N	A(d)	A (d)	A	A	A	A	A	A	A	A	N	N
Building														
Banner	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Building Marker (e)	A	A	A	A	A	A	A	A	A	A	A	A	A	N
Identification (d)	A	A	A	A	A	A	A	A	A	A	A	A	A	N
Incidental (c)	N	N	A (f)	A	A	A	A	A	A	A	A	A	N	N
Marquee	N	N	N	N	P	P	P	P	P	P	P	P	N	N
Projecting	N	N	N	N	P	P	P	P	P	P	P	P	N	N
Residential (b)	A	A	A	N	A	A	A	N	N	N	N	N	A	N
Roof, Integral	N	N	N	P	P	P	P	P	P	P	P	P	N	N
Suspended	N	N	N	P	P	P	P	P	P	P	P	P	N	N
Temporary (g)	P	P	P	N		P	P	P	P	P	P	P	N	N
Wall	A	A	A	A	P	P	P	P	P	P	P	P	A	A
Window	N	N	A	N	P	P	P	P	P	P	P	P	N	N
Miscellaneous														
Flag (h)	A	A	A	A	A	A	A	A	A	A	A	A	A	A

144 Notes to Table 1:

- 145 a. This column does not represent a zoning district. It applies to institutional uses permitted under
- 146 the zoning code in the RR, UR and RO zoning districts. Institutional is defined as an established
- 147 organization or corporation of a public, non-profit, or public safety/benefit nature, i.e., schools, churches,
- 148 and hospitals.
- 149 b. No commercial message allowed on sign, except for a commercial message drawing attention to
- 150 goods or services legally offered on the lot.
- 151 c. No commercial message of any kind allowed on sign if such message is legible from any location
- 152 off the lot on which the sign is located.
- 153 d. Only address and name of occupant allowed on sign.
- 154 e. May include only building name, date of construction, or historical data on historic site; must be
- 155 cut or etched into masonry, bronze, or similar material.
- 156 f. No commercial message of any kind allowed on sign.
- 157 g. The conditions of HCC § 21.60.130 apply.
- 158 h. Flags of the United States, the state, the city, foreign nations having diplomatic relations with the
- 159 United States and any other flag adopted or sanctioned by an elected legislative body of competent
- 160 jurisdiction. These flags must be flown in accordance with protocol established by the Congress of the
- 161 United States for the stars and stripes. Any flag not meeting any one or more of these conditions shall be
- 162 considered a banner sign and shall be subject to regulations as such.
- 163 i. The main entrance to a development in GBD may include one ground sign announcing the name
- 164 of the development. such sign shall consist of natural materials. Around the sign grass, flowers and shrubs
- 165 shall be placed to provide color and visual interest. The sign must comply with applicable sign code
- 166 requirements.

167  
 168 Section 5. Table 2 following Homer City Code 21.60.060, Signs on private property, is  
 169 amended to read as follows:

Table 2. Maximum Total Sign Area Per Lot by Zoning District							
<b>Table 2 Part A</b>							
The maximum combined total area of all signs, in square feet, except incidental, building marker and flags (b) shall not exceed the following according to district:							
R	UR	RO	RO (e)	INS (a)	OSR	PS (d)	
4	4	6	50	20	4	32	
<b>Table 2 Part B</b>							
In all other districts not described in Table 2 Part A, the maximum combined total area of all signs, in square feet, except incidental, building marker and flags, shall not exceed the following:							
<u>Square feet of wall frontage (c):</u>				<u>Maximum allowed sign area per Principle Building:</u>			
750 s.f. and over				150 s.f.			

650	to	749	130 s.f.
550	to	649	110 s.f.
450	to	549	90 s.f.
350	to	449	70 s.f.
200	to	349	50 s.f.
0	to	199	30 s.f.

In all districts covered by Table 2 Part B, on any lot with multiple principal buildings or with multiple independent businesses or occupancies in one or more buildings, the total allowed sign area may be increased beyond the maximum allowed signage as shown in Table 2 Part B, by 20%. This additional sign area can only be used to promote or identify the building or complex of buildings.

In all districts covered by Table 2 Part B, freestanding signs, when otherwise allowed, shall not exceed the following limitations:

Only one freestanding sign is allowed per lot, except one freestanding Public Sign may be additionally allowed. A freestanding sign may not exceed ten (10) feet in height. The sign area on a freestanding sign (excluding a Public Sign) shall be included in the calculation of maximum allowed sign area per lot and shall not exceed the following:

One business or occupancy in one building – 36 sq ft

Two independent businesses or occupancies or principal buildings in any combination – 54 sq ft

Three independent businesses or occupancies or principal buildings in any combination – 63 sq ft

Four or more independent businesses or occupancies or principal buildings in any combination – 72 sq ft

Section 6. Table 3 following Homer City Code 21.60.060, Permitted Sign Characteristics by Zoning District, is amended to read as follows:

Sign Type	RR	UR	RO	INS (a)	CBD	TC	GBD	GC 1	GC 2	EEMU	MC	MI	OSR	PS
Animated (b)	N	N	N	N	P	P	N	P	N	P	P	N	N	N
Changeable Copy (c)	N	N	N	N	P	P	N	P	P	P	P	P	N	PH
Illumination Internal	N	N	N	P	P	P	N	P	P	P	P	P	N	N
Illumination External	N	N	N	P	P	P	P	P	P	P	P	P	N	PH
Neon (d)	N	N	N	N	P	P	N	P	P	P	P	P	N	N

Section 7. Homer City Code 21.60.070, Permits required, is amended to read as follows:

21.60.070 Sign permits. a. No person may place, construct, erect or modify a sign for which a provision of this chapter requires a permit without first obtaining a permit for the sign under this section.

179           b.     Applications. An application for a sign permit shall be submitted to the  
180 Department on an application form or in accordance with application specifications published by  
181 the Department. An application for a permit for a sign that is not an off-premises sign shall be  
182 submitted by the owner of the lot where the sign is to be located, or by a tenant leasing all or part  
183 of the lot when the sign names, advertises, or calls attention to a business, brand, product, service  
184 or other commercial activity of the tenant.

185           c.     Fees. An application for a sign permit shall be accompanied by the applicable fees  
186 established by the Homer City Council from time to time by resolution.

187           d.     Action. Within seven working days after the submission of a complete application  
188 for a sign permit, the Department shall:

189                 1.     If the sign is allowed only with the prior approval of the Commission after  
190 a public hearing, refer the application to the next available Commission meeting for a  
191 public hearing.

192                 2.     If the sign is subject to administrative permit approval, either  
193                     i.     Issue the sign permit, if each sign that is the subject of the  
194 application conforms in every respect with the requirements of this chapter; or  
195                     ii.    Reject the sign permit if a sign that is the subject of the application  
196 fails in any way to conform to the requirements of this chapter. In case of  
197 rejection, the Department shall specify in the rejection the section or sections of  
198 this chapter to which the sign does not conform.

199  
200           Section 8. Subsection (b) of Homer City Code 21.60.080, Design, construction, and  
201 maintenance, is amended to read as follows:

202  
203           b. Except for flags, temporary signs and window signs conforming in all respects to the  
204 requirements of this chapter, all signs shall be constructed of permanent materials and shall be  
205 permanently attached to the ground, a building, or another structure by direct attachment to a  
206 rigid wall, frame, or structure.

207  
208           Section 9. Homer City Code 21.60.090, Signs in the public right-of-way, is amended to  
209 read as follows:

210           21.60.090 Permanent signs in public rights-of-way. No person may place, construct or  
211 erect a permanent sign in a public right-of-way, except for the following:

- 212           a.     Official traffic control devices.  
213           b.     Public signs erected by or on behalf of a governmental body to post legal notices,  
214 identify public property, convey public information, and direct or regulate pedestrian or  
215 vehicular traffic;  
216           c.     Informational signs of a public utility regarding its poles, lines, pipes, or facilities;  
217 and  
218



219 d. Signs containing commercial messages that have been approved by the State of  
220 Alaska Department of Transportation.

221  
222 Section 10. Subsection (d) of Homer City Code 21.60.095, Electoral Signs, is amended  
223 to read as follows:

224  
225 d. An electoral sign shall not exceed 32-16 square feet in area and shall not exceed  
226 the height limitation applicable to non-electoral signs within the same zoning district.

227  
228 Section 11. Homer City Code 21.60.100, Signs exempt from regulation under this  
229 chapter, is amended to read as follows:

230  
231 21.60.100 Signs exempt from regulation under this chapter. The following signs shall be  
232 exempt from regulation under this chapter:

233 a. Any sign bearing only a public notice or warning required by a valid and  
234 applicable federal, state, or local law, regulation, or ordinance.

235 b. Any emergency warning sign erected by a governmental agency, a public utility  
236 company, or a contractor doing authorized or permitted work within a public right-of-  
237 way.

238 c. Any sign inside a building, not attached to a window or door, that is not legible  
239 from a distance of more than three feet beyond the lot line of the lot or parcel on which such sign  
240 is located,

241 d. Works of art that do not contain a commercial message;

242 e. Holiday lights between October 15 and April 15;

243 f. Traffic control signs on private property, such as a stop sign, a yield sign, and  
244 similar signs, the face of which meet Department of Transportation standards and that contain no  
245 commercial message of any sort.

246 g. Signs in existence before February 11, 1985, but such signs shall not be replaced,  
247 moved, enlarged, altered, or reconstructed except in compliance with this chapter.

248  
249 Section 12. Homer City Code 21.60.110, Signs prohibited under this chapter, is amended  
250 to read as follows:

251  
252 21.60.110 Signs prohibited under this chapter. All signs not expressly permitted under  
253 this chapter or exempt from regulation hereunder in accordance with HCC § 21.60.100 are  
254 prohibited in the City. Without limiting the foregoing, examples of prohibited signs include:

255 a. Banners;

256 b. Beacons;

257 c. Pennants;

258 d. Strings of lights not permanently mounted to a rigid background, except those  
259 exempt under HCC § 21.60.100;

- 260 e. Inflatable signs and tethered balloons;  
261 f. Animated signs that are neon, change colors, or exceed three square feet in area;  
262 g. Placement of hand bills, flyers, or bumper stickers on parked vehicles other than  
263 by owner;  
264 h. Signs placed on or painted on a motor vehicle or trailer parked with the primary  
265 purpose of providing signage not otherwise allowed by the Code; Prohibited is any sign  
266 displayed on a parked trailer or truck or other vehicle where the primary purpose of the vehicle is  
267 to advertise a product, service, business, or other activity. This regulation shall permit the use of  
268 business logos, identification or advertising on vehicles primarily and actively used for business  
269 purposes and/or personal transportation.  
270 i. Abandoned signs, which shall be removed by the owner or lessee, if any, of the  
271 lot upon which the signs are located. If such owner or lessee fail to remove such signs after an  
272 opportunity for a hearing before the Planning Commission and fifteen days written notice to  
273 remove given by the City, then (i) the owner or lessee has committed a violation, and (ii) the City  
274 may remove the signs and collect the cost of removal from such owner or lessee, who shall be  
275 jointly and severally liable for such cost.

276  
277 Section 13. Homer City Code 21.60.120, General permit procedures, is repealed.

278  
279 Section 14. Homer City Code 21.60.130, Temporary signs-private property, is amended  
280 to read as follows:

281  
282 21.60.130 Temporary signs. a. General. All temporary signs are subject to the following  
283 requirements:

- 284 1. A temporary sign may not be an illuminated, animated, or changeable  
285 copy sign.  
286 2. Unless a smaller area is required by another provision of this chapter, the  
287 area of a temporary sign shall not exceed 16 square feet.  
288 3. A temporary sign whose message pertains to a specific date, event, or time  
289 period shall not be displayed for more than seven days after that date or the conclusion of  
290 the event or time period.

291 b. Commercial. A temporary sign that bears a commercial message shall be limited  
292 to the following:

- 293 1. One sign advertising the property on which the sign is located for sale or  
294 for rent; or  
295 2. One sign advertising a temporary sale of household goods located on the  
296 lot where the sale is held.  
297 3. One temporary sign other than those described in 1 and 2 above may be  
298 allowed by permit for display.

299 c. Non-commercial. Temporary signs that do not bear a commercial message are  
300 allowed on private property in any number, subject to the square footage limitations in this  
301 chapter.

302  
303 Section 15. Homer City Code 21.60.140; Temporary signs-Public right-of-way, is  
304 repealed.

305  
306 Section 16. Homer City Code 21.60.150, Time of compliance-Nonconforming signs and  
307 signs without permits, is amended to read as follows.

308  
309 21.60.150 Time of compliance-Nonconforming signs and signs without permits. a.  
310 Except as otherwise provided herein, the owner of any lot or other premises on which exists a  
311 sign that does not conform to the requirements of this chapter or for which there is no current and  
312 valid sign permit must remove such sign or, in the case of a nonconforming sign, bring it into  
313 conformity with the requirements of this chapter.

314 b. Signs that were prohibited by Ordinance 84-33(S), as amended by Ordinances 86-  
315 18 and 89-8, and that are prohibited by this chapter are illegal and must be removed immediately.

316 c. Any sign that was constructed and continues to be maintained in accordance with  
317 the applicable ordinances and other laws that existed prior to an amendment to this code, but  
318 which becomes unlawful as a result of an amendment to this code, is lawfully nonconforming. A  
319 sign that is lawfully nonconforming under this subsection may remain in place and continue to  
320 be maintained until the information on the face of the sign is changed, or for a period of one year  
321 after the effective date of the amendment, whichever occurs first. If any action is taken that  
322 increases the degree or extent of the nonconformity with the amended code, the sign loses lawful  
323 nonconforming status and must be removed immediately. At the end of the period during which  
324 the lawfully nonconforming sign is allowed to remain in use, the sign shall either be removed or  
325 the owner must obtain a permit, if required, and complete all other steps and make any  
326 modifications necessary to bring it into full compliance with this code.

327 d. Any sign that was constructed and continues to be maintained in accordance with  
328 the applicable laws that governed territory prior to its annexation to the City, but which becomes  
329 unlawful under this code as a result of annexation to the City, is lawfully nonconforming. A sign  
330 that is lawfully nonconforming under this subsection may remain in place and continue to be  
331 maintained until the information on the face of the sign is changed, or for a period of one year  
332 after the later of (i) the effective date of the annexation of the territory or (ii) the effective date of  
333 the ordinance that assigns the territory in which the sign is located to a zoning district under the  
334 Homer zoning code, whichever occurs first. If any action is taken that increases the degree or  
335 extent of the nonconformity with the code, the sign loses lawful nonconforming status and must  
336 be removed immediately. At the end of the period during which the lawfully nonconforming sign  
337 is allowed to remain in use, the sign shall either be removed or the owner must obtain a permit, if  
338 required, and complete all other steps and make any modifications necessary to bring it into full  
339 compliance with this code.

340 e. Notwithstanding the remainder of this section, a nonconforming banner or  
341 temporary sign shall be removed no later than May 1, 2012.

342

343 Section 17. Homer City Code 21.60.160, Violations, is repealed.

344

345 Section 18. Homer City Code 21.60.170, Enforcement and remedies, is amended to read  
346 as follows:

347

348 21.60.170 Enforcement and remedies. In addition to the remedies provided in HCC  
349 Chapter 21.90, violations of this chapter are subject to the following remedies:

350 a. A person designated to enforce this title under HCC 21.90.020 may remove a  
351 temporary sign placed in a public right-of-way in violation of this chapter. The person  
352 responsible for the illegal placement shall be liable for the cost incurred in removing the sign.

353 b. Notwithstanding any other provision of this title:

354 1. An appeal to the Planning Commission from an enforcement order that  
355 requires the abatement or removal of a temporary sign placed on private property in  
356 violation of this chapter must be filed within seven days after the date of distribution of  
357 the enforcement order to the person whose property is the subject of the enforcement  
358 order.

359 2. An appeal from a final decision of the Planning Commission regarding an  
360 enforcement order that requires the abatement or removal of a temporary sign placed on  
361 private property in violation of this chapter must be taken directly to the Superior Court.

362

363 Section 19. Sections 1 through 18 of this Ordinance are of a permanent and general  
364 character and shall be included in the City Code.

365

366 Section 20. This Ordinance shall become effective on May 1, 2012.

367

368 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 9<sup>th</sup> day of April,  
369 2012.

370

371 CITY OF HOMER

372

373

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379

380

ATTEST:

\_\_\_\_\_  
JAMES C. HORNADAY, MAYOR

\_\_\_\_\_  
JO JOHNSON, CMC, CITY CLERK

381 YES:  
382 NO:  
383 ABSTAIN:  
384 ABSENT:  
385  
386 First Reading:  
387 Public Hearing:  
388 Second Reading:  
389 Effective Date:  
390  
391 Reviewed and approved as to form:  
392  
393  
394  
395 Walt E. Wrede, City Manager  
396 Date: \_\_\_\_\_

\_\_\_\_\_  
Thomas F. Klinkner, City Attorney  
Date: \_\_\_\_\_





Included is new written testimony  
received after reconsideration  
issued on Ordinance 12-01(S)(A):

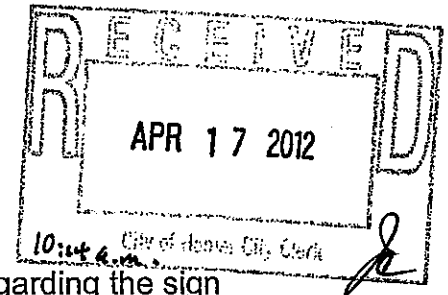
All memorandums and backup information pertaining to  
Ordinance 12-01(S)(A) are included in the April 9<sup>th</sup>  
packet.





April 14, 2012

Dear members of the Homer City Council,



I was dismayed by the Council's decision at the last meeting regarding the sign ordinance. The Council changed a recommendation that went through a very long deliberation, including 2 rounds by the Planning Commission and another by the Economic Development Committee. After a great amount of time put into the Commission's efforts and then backed by the Economic Development Committee's recommendations, it is disappointing to witness the City Council's action to allow temporary signs to be permanent, thus negating allowable sign footage and host of other consequences. For the commissioners and committee members who put in the many, many hours of their time to deliberate and craft the recommendations they did, the Council seems to send a message that the time and thought given by these advisory groups is inconsequential. I often do not agree with the decisions the Planning Commission or the Economic Development Committee make, but I do respect the time and discussion they put into the tasks at hand. Who would want to give their precious time on a commission or committee to do the difficult and laborious work of crafting an ordinance/recommendations that attempt to take in the interests of the *whole* community (not just those who feel targeted)?

Regarding temporary signs of any design or form, I think it is irresponsible to allow them to be used 365 days a year. Not only do they clutter an already cluttered signage landscape, but if the unlimited use of a *temporary* sign makes or breaks the success of a business, I question the viability of the business. I can think of several very successful businesses, in and outside of town, off the beaten path, that have almost no signage at all. The Homestead Restaurant, Land's End, and Two Sisters come to mind.

There are sign issues that bother me more than sandwich boards (like back lit plastic signs, signs representing brand names, LED signs and buildings plastered with banners) so I hope the Planning Commission will continue to periodically refine the sign ordinance to better serve our very special and unique community. This is the preferred process over the City Council casually changing a single regulation in one meeting.

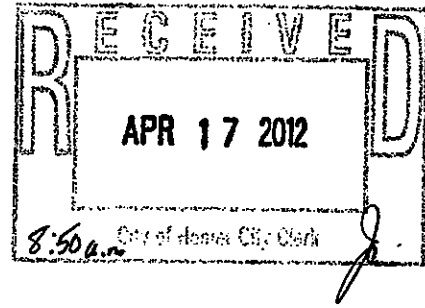
I support a reconsideration of the decision made at the last meeting. I think it is important to remember that a temporary sign is indeed a temporary sign, not one to be used 365 days a year. A temporary sign should be used to announce a special event only.

Respectfully,

Rika Mouw



April 18, 2012



To Mayor Hornaday and members of the Homer City Council.

As I will be out of town on Monday, I would like to applaud you for giving an OK to the sandwich boards. It seemed like it was getting too complicated and required some vigilance on the part of someone to see that the ordinance was followed.

I like the sandwich boards in town and on the spit. They are quick to read and change frequently. For us locals it is a quick reminder of what's going on or what the special is. I think businesses in town and on the Spit can be aware to place their sandwich boards for walking traffic to read, but not in their way, especially now that everyone is aware of this being a concern for some folks.

Sandwich boards have become a part of the Homer scene. I think visitors will find this is a friendly way Homer communicates and it will be a part of the interesting ambiance of our unique town.

I hope you as a council will continue to vote for a "Sandwich Board Win." ☺

Thank you.

Respectfully,

Barbara Petersen

Homer City Resident

APR 17 2015

## Jo Johnson

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**From:** Pierre Ostor [pierreostor@gmail.com]  
**Sent:** Wednesday, April 18, 2012 8:21 AM  
**To:** Department Clerk  
**Subject:** Sandwich signs

Sandwich signs are a danger to walkers runners and bikers, i ride or run daily and many times i had to go around some of those signs putting me at risk of getting hit by cars, i would suggest you reconsider your decision of allowing them at all, they are also a distraction to drivers, they should never be in the way of any form of traffic,if the cost of enforcing the law is too expensive , i'll take care of it for you for free, just give me a badge, or ban them totally.

Sincerely

Pierre Ostor



## Jo Johnson

---

**From:** Nancy Hillstrand [halibuts@gmail.com]  
**Sent:** Sunday, April 15, 2012 12:37 PM  
**To:** Department Clerk  
**Subject:** Spit signs

Hi Judge,

Being in the thick of the Spit I see feel and hear things that I feel the City does not understand. To attempt to join in the fray by attending meetings does not bear fruit. Few care to listen to a citizens 3 minute allotment. The tribes are formed in the planning commission or the city council and these tribes generally do not listen or hear concerns. We are just feeling the recession in Alaska so I feel people are just trying to keep their heads above water. Many are going under. There is limited "clean" business opportunity.

Compared to the health safety and environmental problems we have this is a non issue. Just drive across the Beluga slough in the summer time and tell me our focus needs to be on signs instead of the stench coming from our "state of the Art" sewage treatment plant in the center of town.

My feeling about signage pertains to the Spit or seasonal businesses:

1. the spit with a very small time frame (1 1/2-2) months time frame for small businesses to make a living pays taxes to the city. This is separate from the year round businesses of the city.
2. All excess signage on the spit must come down at the end of summer.
3. All signs must be tastefully hand made in Alaska by alaskans only.
4. No neon save for an open sign
5. Allow sandwich boards and see how bad it gets. Let people know that they must self govern. If it gets out of hand the ax will then fall. no permits, no wasted time energy and our tax money to govern and control the hand that feeds .
6. Reorganize the ordinance to reduce costly waste of time enforcement.
7. Permits are costly, time consuming, and a waste city time and resources better used for important things like health safety and the environment.
8. Help small businesses not by trying to standardize them into compliance but by urging independent diversity. thus handmade tastefully carved or painted signs. Thus a flexible framework not a cut in stone demand.
9. The Spit IS a carnival. People come to the spit to have fun kayaking, hiking, fishing, dining etc. The priority is to make certain the health safety and environment remains intact.

10. On the Spit, Set up very broad guidelines with the self governing clause with the ax hanging over
11. Stop spending tax money on trying to standardize Alaskans.
12. Prioritize spending this money to set aside green space, assuring fishing quotas are sustainable, not wasting city water pouring out all the leaks in the harbour, recycling on the spit, clean harbours, booms available for any sheen or spills to protect birds and fish, planting rye grass wherever possible for erosion, keeping rye grass and driftwood areas from being trampled.
13. Be glad for businesses that keep the hoards of people directed away from sensitive areas with their signs.
14. No electronic word boards.
15. Stop fixating on the Spit that is only open for business for the masses two months out of the year when the tourists migrate through.
16. Stop fixating on the parking that is only a free for all one month out of the year.
17. Put up logs to protect the rye grass.
18. Make a deal with businesses that for every sign they put up they must plant three square feet of native plants grasses, trees or bushes.
19. Please recognize the intensity of the short season of making a living on the Spit and seasonal businesses. This puts great stress on the business owners. The city adds unneeded stress on folks who do not have pensions, retirements etc. They are trying to make a clean living with the tourism.
20. Focus on sustainable clean eco tourism that allows the Alaskan flavour to shine through. Standardized Alaska is not what tourists come for.

Nancy



**Jo Johnson**

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**From:** Alaska's Hallo Bay Bear Camp [hallobay@acsalaska.net]  
**Sent:** Sunday, April 15, 2012 12:37 PM  
**To:** undisclosed-recipients  
**Subject:** "Sign Rage"....is coming to town

My opinion at this time on SANDWICH BOARD & PARK-A-SIGNS

In addition to the sandwich board signs I would like to see the Homer City Council address the new type of mobile "park-a signs" which have been showing up on Homer streets and parking lots in the last few years. These large park-a-signs or trailer signs are being placed on fairly large trailers which are parked and/or moved strategically around various Homer locations specifically to get peoples attention, but are transient or not located anywhere near their place of business or even where they are conducting business. We are not talking about plumbers with signage on their van on a service call, but rather a transient businesses seemingly to be lacking community and personal ethics.

Things will really heat up in a similar type situation if someone like Lands End Hotel ever parks their van or trailer sign in or near the Bidarka Inn with some special hot deal lettered on it or the same goes for competing restaurants, grocery stores, etc. Do we have to wait until something like that happens before we get a firm and effective sign ordinance?

I have found that Soldotna City has good laws to cover this PARK-A-SIGN type activity and whose law could easily be made to fit Homer's needs such as signs placed on vehicles or trailers parked primarily to display sign in areas other than that of the sign owner.

Soldotna's is a simple solution to Homer's problem  
<http://www.ci.soldotna.ak.us/signs.html>

I feel both, the Sandwich Board signs and mobile park-a-signs/trailer signs or whatever one would call those signs which are located off of any particular business's specific place of business should be not be allowed within the City limits.

Allowing sandwich board or park-a-signs proliferate as they were in the past could easily create a trashy and cheap appearance to visitor areas of our community. I would not want to see this type of advertising proliferate to the point that it comes to be the advertising standard that visitors become somewhat programmed to look for rather than the neat and proper business signage located precisely on the business owners place of business, whether on the building or property and in a safe and attractive manner.

I pay property taxes and support community bonds and with those payments I have an expectation of the City to maintain a safe, orderly, healthy and neat community environment.

Clear, firm and equally fair ordinances make for a healthy community environment and a friendly business environment....think about this.

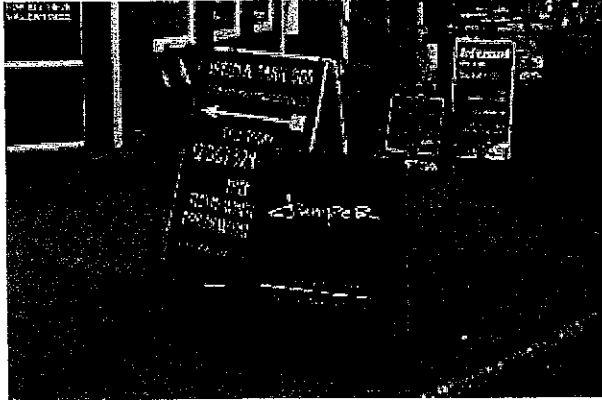
Thank You

*Clint Hlebechuk*  
Alaska's Hallo Bay Bear Camp



P.O. Box 2904  
Homer, Alaska 99603  
PH: 907-235-2237

get the Q&R Reader at <http://gettag.mobi>



## Sandwich Board Issue

Hi Everyone,

The Homer City Council passed new sign legislation, Ordinance 12-01(S)(A), last Monday, April 16, that would allow businesses to put out sandwich board advertising 365 days a year. Originally the Planning Commission recommended no sandwich boards because it saves money on enforcement of signage, adds clutter, can be blown over, and are often illegally situated in rights-of-way impeding traffic and causing danger of injury to pedestrians, bicyclists, and motorists. The Commission compromised by allowing sandwich boards 14 days out of 90 with a permit. The Planning Commission believes in permanent signage. Even Soldotna does not allow sandwich boards.

This total turn toward unrestricted dates of use for sandwich boards could mean a significant increase in their use and potentially a lot of advertising clutter throughout the business district and out on the Spit. Francie Roberts has called for reconsideration of the issue at the next Council meeting on April 23.

This has been a contentious issue. Some small business owners contend they would not survive without these signs. Others are

concerned about possible problems that may arise from a significant increase sandwich boards around town, including:

- too many signs may detract from the beauty of the surrounding environment;
- the clutter of many signs is distracting to drivers;
- depending on placement, they could impede pedestrian traffic or block drivers' visibility on the street;
- more expensive to enforce.

These are just a few of the concerns, and hopefully the ordinance addresses other issues such as, liability, sign placement, and removal of signs during storms.

As with any advertising, too much can be a problem. The Planning Commission and the Homer City Council have done a good job overall of creating a sign ordinance that has protected Homer from sign proliferation that mars many communities around the country. Aesthetics do matter. Homer has a reputation as a quaint and lovely little town. Over-the-top sandwich board use could easily turn things towards tacky.

## What you can do:

Please contact all City Council Members with your thoughts on this issue by Wednesday, April 17 so your comments can be included in the Council Packet. Comments can go to the people below after the 17th, but they just won't be in the packet. Also, consider attending the Council meeting on April 23 at 6:00 pm at Homer City Hall. You can also call Council members as well.

Email your letter to:

**City Clerk**

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

**Bryan Zak**

223-6681 [bryanzak@aol.com](mailto:bryanzak@aol.com)

**David Lewis**

235-2245 [davelyn@gci.net](mailto:davelyn@gci.net)

**Barbara Howard** 226-2025

[bhfish@gci.net](mailto:bhfish@gci.net)

**Francie Roberts** 235-1068 [roberts2@alaska.net](mailto:roberts2@alaska.net)

**Mary Wythe** 235-3919 [mewjcw@acsalaska.net](mailto:mewjcw@acsalaska.net)

**Beauregard Burgess** 235-2352

Mayor Jim Hornaday  
[mayor@ci.homer.ak.us](mailto:mayor@ci.homer.ak.us)

235-5976

To read the Ordinance go to:  
<http://www.cityofhomer-ak.gov/ordinance/ordinance-12-01sa-amending-sign-code>

Jo Johnson

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From: Lee Post [boneman@xyz.net]  
Sent: Saturday, April 14, 2012 9:52 PM  
To: Department Clerk  
Subject: Sandwich boards

Hi City Clerk ,

Could you please forward this to the proper packets for the next meeting that this applies to.

Thanks much .. Lee

Hi Homer City Council Members and Mayor ,

I was a participating and active member of getting the original sign ordinance drafted 30 years ago and have been involved over the years with trying to keep it from being gutted . I have a long term interest in Homer remaining what many visitors think of as a charming and beautiful town with attractive and distinctly original businesses. A reputation many places don't have .

For some history, this all started when McDonalds was first making noises about coming to town and we had no sign rules and the fear was McDonalds might put up Golden Arches big enough to be seen from the Overlook on top of the hill . This was also when the sign of choice around town was those portable readerboard signs - usually with missing letters and mis-spelled words . Sometimes flashing .. Our poster child examples of what we didn't want to look like was Spenard or Soldotna which were both pretty garish with large lighted plastic pole signs -often blinking or animated .

Then Trader Joes liquor store put up a 20 foot tall plastic inflatable beer bottle on Pioneer Avenue ..

At one point Save-U-More took to using a 40 foot trailer van with Save-U-More painted in Orange or Red letters on the whole length of it and parking it to use it as a sign and arguing it wasn't a sign .

The spit has always been a -what do you do with it -issue in regards to the sign enforcement . Some buildings had so many signs it was hard to tell what the name of the business really was . It was rapidly becoming a nuclear sign proliferation battle with participating businesses claiming they needed more signs as to be noticed because there were so many other signs .

Sandwich board signs were not allowed anywhere when the sign ordinance was made . It was recognized then that they are pretty much a tacky problem , usually used by temporary businesses who didn't want to install a real sign in a legal spot. They had a way of creeping farthur and farthur into public rightaways and sidewalks and public parking areas, no matter what the rules said. They still do every summer.

They also have a propensity to look like a 6th grader printed them with fat magic markers- often in garish colors. These start looking even worse by the wind and rain making the letters run or the mud that gets on them when they blow over . This was all recognized by the committees that drafted our original ordinance .

Over time an exception was permitted of up to 14 days for places to be able to advertise special events . A play- An art opening- a music group coming to town . The intention was not that every business would put out a sign advertising their business along the sidewalks all summer . The problem is -it is very hard to regulate exactly what can be written on a sign . As the Homer Bookstore owner for over 3 decades -I suppose I could put such a sign out for every author event we have . And by your new proposed addition -It could stay up all year .. In fact every lot in town could have one . Wouldn't that add to the charm of Homer. NOT

In the days of the committees working on the rules - The vast majority of the businesses in town were in favor of the strict sign ordinances . It was mostly small businesses that didn't want to be totally overwhelmed with huge plastic signs from big businesses. Sandwich board and portable readerboard signs were not wanted and were prohibited very early in the game .

At that time the spit didn't have the big collections of boardwalks and small seasonal businesses . I can understand if you are a seasonal business here for 100 days that you would want as much signage as you could get away with . Even more so if your business wasn't easily seen from the street.

But turning the town into an eyesore of hundreds of tacky sandwich board signs with crudely handprinted poster paper sheets taped to them is not the way to go if you want people to continue telling others what a charming artistic town this is .. Thats the long term asthetic issue that will affect every business in town -in the long run in an undesirable way .

I'm hearing some people say that they should be allowed because they have yet to cause an accident ..

This may be true but I have had numerous times when I've had to pull further into the street than has been prudent because I couldn't see through a sandwich-board sign that was in the sidewalk or between the sidewalk and the street . And that's just along Pioneer Ave .

Now keep this in mind . The Spit Road is a State Highway. It is by State law -illegal to have a private sign in the state right away . The vast majority of the sandwich board signs I see on the spit are in the State Right-Away. Take a look at how wide the rightaway is if you doubt this. Now what do you think Homer's responsibility will be the first time a kid gets hurt because a driver couldn't see the kid because the city Ok'ed sandwich boards knowing they were going to be put illegally in the state rightaway. I would suggest if you are thinking of really allowing this to happen that those of you voting for this attach your names to that ammendment so the kids lawyer knows who to thank when he sues the city . That would be an easy case to win I suspect .

I know - you will now argue that the signs you are approving must be on private property- and only one sign per lot .( Do you think that's really going to help these spit cluster businesses.) While you are at it - you might want to say they should be fastened so they can't blow over -maybe even attached to the building -and suddenly- hey there is no issue . It has become a legal-approved sign just like the rest of us business people have .

Lee Post  
Owner  
Homer Bookstore  
City Resident

=====  
Email scanned by PC Tools - No viruses or spyware found.  
(Email Guard: 9.0.0.909, Virus/Spyware Database: 6.19600)  
<http://www.pctools.com>  
=====





## Jo Johnson

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**From:** Nina Faust [aknina51@gmail.com]  
**Sent:** Saturday, April 14, 2012 6:50 PM  
**To:** Department Clerk  
**Subject:** Sandwich Boards

P.O. Box 2994  
Homer, AK 99603

April 14, 2012

Homer City Council  
Homer, AK 99603

Dear Jim,

Aesthetics are important. Homer is known as a very special place--quaint, cosmic, and exceptionally scenic. Over the years, the Homer Planning Commission and City Council have forged a sign ordinance that emphasizes permanent, appropriately sized signs. Because of this, Homer is a tasteful and aesthetically pleasing community, spared the proliferation of sandwich boards and other temporary signage that are distracting and sometimes very tacky.

I am opposed to Ordinance 12-01(S)(A) that allows sandwich boards year-round. The Planning Commission's reasoning for originally banning sandwich boards made sense. I can live with the compromise of 14 days out of 90 as it does provide temporary signage for special events or whatever other reason a business may want a temporary sign. However, allowing sandwich boards all year long may lead to unintended consequences.

Proliferating sandwich boards create a cluttered look. Most folks do not come to Homer to see a collection of temporary signs. Overtime, sign positioning may creep into places they are not supposed to be because of better visibility from the road. Temporary signs can blow over in big winds or even take off if not removed in time. This does not happen with permanent signs. The City will have to spend more money to enforce this ordinance.

I support local businesses by trying to buy locally for almost everything, but I do not support sandwich boards. I think those asking for sandwich boards year round are asking for something that changes the aesthetics of the community for all of us all year round. To me, that is not reasonable. There are other avenues to bring customers' attention to businesses. It is time to think beyond sandwich boards.

The Homer Chamber of Commerce's recent Shopping Derby is a good example of a way to draw attention to businesses and get visitors to go to the shops. How about an online trivia contest sponsored by small businesses with websites. Participating businesses could post the answer to their shop's question online. Contest participants (the shoppers) find not only the answer online but also learn where the business is and what services or products are offered. When they have all the questions answered, turn it in for a drawing.

How about a small business passport--getting stamps from all participating businesses gets the passport holder whatever is decided as the enticement to participate.

Create a Homer Small Business Facebook Page. Tweet about your business. Make a business blog. Put a video on Youtube about your business. Advertise on Craig's List. Check out how to make your small business Geolocation Ready. With so many smartphones Geolocation may be an exciting way to pull in the technology linked younger generation. Create a website if your business does not have one.

Put a small business kiosk at the airport.

Create a team of friends and family about town who tell others about your business. Word-of-mouth can be very effective.

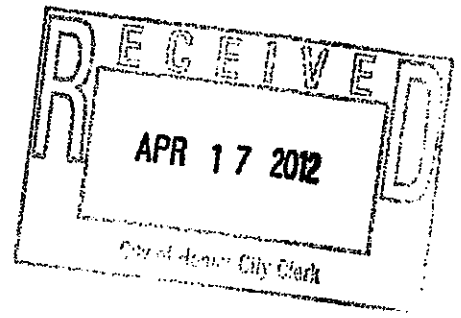
My point is that there are so many ways today that are much more effective than an annoying sandwich board cluttering the street or sidewalk. I hope the Council will pass the compromise position of 14 days out of 90 for sandwich boards.

Sincerely,

Nina Faust  
235-6262



Nina Lisowski, online design educator  
Ivy Tech Community College, Indiana  
P.O. Box 1516  
Homer, AK 99603



April 17, 2012  
RE: Sandwich Board Issue

To: City Clerk, Homer AK

The turn toward unrestricted dates of use for sandwich boards is a complete about-face from previous regulations that leaves some citizens in Homer confused. With our short tourist season, two weeks of sign usage seems unreasonable. On the flip side, all-year allowances seem unreasonable as well.

I support the rights of business owners to advertise their, but responsible sandwich board placement and creative signage solutions should be encouraged.

- Safety comes first through the issue of permits, supported by simple and sound guidelines that are enforceable. If a business does not have the proper space allowance for a sandwich board, a permit should not be issued. Store owners should find other advertising solutions.
- If the city cannot enforce these regulations, a cooperative task force of business owners, supported by the Chamber of Commerce, should be established.
- The Chamber of Commerce should provide examples of well-placed signs and their usage including incentives for proper use, storage, life expectancy, and disposal. Alternate low-cost advertising strategies should be explored and encouraged.
- Business owners should educate themselves on the simple design principles of diminished returns from a walkway visually cluttered with sandwich boards and how pedestrians get overwhelmed and become blind to your sign.

Let's find a way to instill pride in our town by being responsible store operators using best practices and creative solutions.

Nina Lisowski

APR 17 2015

# CONSENT AGENDA



Session 12-10 a Special Meeting of the Homer City Council was called to order on April 9, 2012 at 4:02 p.m. by Mayor James C. Hornaday at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS: HOWARD, LEWIS, ROBERTS, WYTHER, ZAK

STAFF: CITY MANAGER WREDE  
CITY CLERK JOHNSON  
CITY ATTORNEY KLINKNER  
FIRE CHIEF PAINTER  
POLICE CHIEF ROBL

**AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)

Mayor Hornaday called for a motion to amend the agenda by substituting Memorandum 12-053(A) for Memorandum 12-053 and hearing the Seawall as New Business Item B. in an open forum.

WYTHER/LEWIS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## **NEW BUSINESS**

A. **Memorandum 12-053**, From City Clerk, Re: Request for Executive Session Pursuant to AS 44.62.310 (a-c)(1) & (3) Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity; and Matters Which by Law, Municipal Charter, or Ordinance are Required to be Confidential. (Kazan Property)(Seawall)(Personnel Staffing).

**Memorandum 12-053(A)**, From City Clerk, Re: Request for Executive Session Pursuant to AS 44.62.310 (a-c)(1-3)Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity (Settlement Negotiations with Nicholas Kazan); and Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Public Entity(Contracting for Services with Another Municipality).

Mayor Hornaday called for a motion to approve the recommendations of Memorandum 12-053(A) to meet in Executive Session with Attorney Klinkner to discuss settlement negotiations with Nicholas Kazan and contracting for services with another municipality.

WYTHE/LEWIS – SO MOVED.

HOWARD/ROBERTS - MOVED TO AMEND TO INCLUDE THE TWO CHIEFS IN THE SECOND SUBJECT MATTER.

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VOTE: (main motion as amended) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/LEWIS – MOVED TO ADJOURN TO EXECUTIVE SESSION.

There was no discussion.

VOTE: YES. ROBERTS, WYTHE, ZAK, HOWARD, LEWIS

Motion carried.

Council adjourned to Executive Session at 4:05 p.m. and reconvened the meeting at 5:49 p.m.

Mayor Pro Tempore Wythe stated Council met with the attorney and staff and provided direction for both topics: Kazan property and outsourcing.

## **B. Seawall**

City Manager Wrede reported the Council has consistently taken the position the City does not own the Seawall and is not responsible to maintain or repair the wall. Recently that is an issue because we are no longer working with the property owners to maintain the wall. Based on the permit issued in 2002 the Corps of Engineers is requiring the City to maintain and repair the wall. We applied for an amendment to the permit and the Corps has left the door open for the City to cease maintaining the wall. The Corps has issued four options for the Seawall and they will hold a public hearing. The City prefers option B or C. Option B means the City is no longer responsible for maintenance and repair except for sections of the wall that protect public owned property. Option C includes the same language as Option B, except that the permit itself would be transferred to the property owner. City Manager Wrede asked that Council advise if they would like him to comment beyond what he has done so far.

## **COMMENTS OF THE AUDIENCE**

Donna Rae Faulkner, city resident, put in a request to the Corps to make the good faith transfer of the permit for their property on the Seawall. She requests that the City follow through on the



paperwork so the permit transfer will be clean and clear.

City Manager Wrede reported the Corps wants to make a decision on the City's application before the Faulkner/McNamara transfer is considered.

Don McNamara, city resident, commented on elevations on the Corps permit. It shows the elevation of the Seawall at the 20 ft. tide line, then that it should be at the 19.5 ft. tide line, and the as-built survey at Public Works shows it well below the 17 ft. tide line in a couple of places.

#### **ADJOURNMENT**

There being no further business to come before the Council, Mayor Hornaday adjourned the meeting at 4:57 p.m. The next Regular Meeting is Monday, April 23, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. Worksessions are scheduled for April 16 and 30, 2012 from 5:00 to 7:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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JO JOHNSON, CMC, CITY CLERK

Approved: \_\_\_\_\_



Session 12-11 a Regular Meeting of the Homer City Council was called to order on April 9, 2012 at 6:00 p.m. by Mayor James C. Hornaday at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS: BURGESS, HOWARD, LEWIS, ROBERTS,  
WYTHE, ZAK

STAFF: CITY MANAGER WREDE  
CITY CLERK JOHNSON  
CITY ATTORNEY KLINKNER  
ACCOUNTING SUPERVISOR MOORE  
CITY PLANNER ABOUD  
LIBRARY DIRECTOR DIXON  
POLICE CHIEF ROBL  
PORT AND HARBOR DIRECTOR HAWKINS  
PUBLIC WORKS DIRECTOR MEYER

Council conducted a Special Meeting from 4:02 p.m. to 4:57 p.m., adjourning to Executive Session to discuss Settlement Negotiations with Nicholas Kazan and Contracting for Services with Another Municipality. At the Special Meeting the Seawall was discussed. From 5:00 p.m. to 5:43 p.m. Council met as a Committee of the Whole to hear from applicants for the vacant council seat and a PowerPoint presentation from Port and Harbor Director Hawkins on the Port and Harbor Revenue Bond Project Plan.

Department Heads may be called upon from time to time to participate via teleconference.

### **AGENDA APPROVAL**

(Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 1.24.040.)

The following changes were made to the agenda: **CONSENT AGENDA - Memorandum 12-056**, from Mayor, Re: Appointments of Ken Castner, Bob Howard, Sharon Minsch, Lloyd Moore, Terry Yager, and Councilmember Mary E. (Beth) Wythe to the Water and Sewer Rate Task Force; Written public comments; **RESOLUTIONS - Resolution 12-032(A)**, A Resolution of the City Council of Homer, Alaska, Awarding a Term Contract for Water and Sewer Professional Engineering Services to the Firms of Bristol Engineering Services Corporation and to CRW Engineering Group, LLC, both of Anchorage, Alaska, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director; Memorandum 12-061(A) from Public Works Director as backup.

HOWARD/WYTHE – MOVED TO AMEND THE AGENDA TO MOVE NEW BUSINESS ITEMS A & B TO IMMEDIATELY FOLLOW PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

The agenda as amended was approved by consensus of the Council.

### **PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**

Larry Slone, city resident, commented on Memorandum 12-056. His application for the task force was not passed on for Council consideration. He questioned the qualifications of the applicants, with the exception of one, who are either in the water industry or have significant experience setting rate structures. They may be reluctant to come up with proposals that do not include user groups and meter fees.

WYTHE/LEWIS – MOVED TO SUSPEND THE RULES TO HEAR REPRESENTATIVE SEATON'S REPORT.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Representative Seaton was not available after all.

### **NEW BUSINESS**

- A. **Memorandum 12-058**, from City Clerk, re: Selection/Appointment of Councilmember to Fill Vacancy.

WYTHE/HOWARD - MOTION TO VOTE BY SECRET BALLOT.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

The Council conducted a vote on the 3 applicants. The results were 2 votes – Beauregard Burgess; 2 votes – Sharon Minsch; 1 vote – Donald Stead. A second vote was required to acquire a majority and the results were 3 votes – Beauregard Burgess; 2 votes – Sharon Minsch.

- B. **Oath of Office to New Councilmember**

Memorandum 12-059 from City Clerk as backup.

City Clerk Johnson administered the Oath of Office to Beauregard Burgess who took his seat at the bench.

## **RECONSIDERATION**

## **CONSENT AGENDA**

(Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Councilmember.)

- A. Homer City Council unapproved Regular Meeting minutes of March 27, 2012. City Clerk. Recommend adoption.
- B. **Memorandum 12-054**, from Deputy City Clerk, Re: Liquor License Renewal for Harbor Grill and Fresh Sourdough Express.
- C. **Memorandum 12-055**, from Mayor, Re: Appointments of Michael Stockburger to the Port and Harbor Advisory Commission, Lars Bell to the Parks and Recreation Advisory Commission, and Reappointment of Monica Cogger to the Library Advisory Board.
- D. **Memorandum 12-056**, from Mayor, Re: Appointments of Ken Castner, Bob Howard, Sharon Minsch, Lloyd Moore, Terry Yager, and Councilmember Mary E. (Beth) Wythe to the Water and Sewer Rate Task Force.

WYTHE/ROBERTS - MOVED TO POSTPONE MEMORANDUM 12-056 FOR DISCUSSION AT OUR NEXT MEETING.

There was confusion of the number of appointments intended to the Water and Sewer Rate Task Force. The Clerk was asked to review the audio recording of the last meeting when the task force was established.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/LEWIS - MOVED FOR APPROVAL OF THE CONSENT AGENDA AS AMENDED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## VISITORS

### A. **Representative Seaton**, Legislative update

Representative Seaton provided his report during the City Manager's report.

### B. **Joy Steward**, The Homer Foundation, City of Homer Grants Program

Joy Steward, Executive Director of The Homer Foundation, reported on the City's Grants Program. This is the 13<sup>th</sup> year The Foundation has administered the program. It has been a great partnership in helping strengthen Homer's vital non profit community. The Foundation does not charge the City fees to administer the program. Every year there is a committee that reviews the grant applications. Ten applications were received this year, and one was withdrawn. Nine grants were awarded: Bunnell Street Gallery, Center for Alaskan Coastal Studies, Cook Inlet Keeper, Homer Community Food Pantry, Homer Council on the Arts, Hospice of Homer, Kachemak Heritage Land Trust, Kachemak Kids Early Learning Center, and Kachemak Nordic Ski Club.

The Foundation chose to utilize all of the City's \$19,000 allocation for grants. The fund had \$14,296 in earnings. Kachemak City contributed their share, and \$16 was added by The Homer Foundation for a total of \$34,500 for distribution.

The criteria for applicants is to be a 501(c)(3) organization with their primary facilities and programs taking place within the City of Homer. They have to be administered by a local board of directors, there is no funding relationship with the City, and each organization must submit a final report. As of February 28, 2012 there is \$205,455 in the City's grant fund. It grows every year and comes closer to creating a fund that will ultimately produce enough earnings to relieve the City from future allocations.

### C. **Kevin Smith**, Executive Director, and **Sean Dewalt**, Risk Control Specialist, Alaska Municipal League/Joint Insurance Association, and **Greg Russell**, Russell Consulting - Safety Measures and Insurance Issues on the Homer Playground Project (HoPP)

Memorandum 12-057 from AML/JIA, re: Proposed Risk Management Plan for the Homer Playground Project.

Kevin Smith, AML/JIA Executive Director, reported their company allows municipalities and school districts to self insure as a group. With 152 other local entities, the association provides workers compensation, property and liability coverage to include police liability coverage. They strive to keep losses down and rates stable.

Sean Dewalt, AML/JIA Risk Control Specialist, reported Community Recreation Coordinator Mike Illg contacted him to ask about the HoPP events. AML/JIA is the City's partner in risk management and was asked to step in to help mitigate potential occurrences during the playground build week. Some of the risks have been assessed and the goal is to have a plan that mitigates risks and increases safety. Mr. Dewalt is a certified playground safety inspector and will be in Homer for the May 20<sup>th</sup> kickoff.

Councilmember Roberts commented Memorandum 12-057 had a lot of good information and alleviated a lot of concerns. She asked that the public be reminded what the safety provisions will be.

Mr. Dewalt reported on-site volunteers will be provided personal protective equipment to include safety glasses, ear protection, gloves, and respirators. AML/JIA identified a potential risk of children under supervision. Greg Russell of Russell Consulting will do background checks on potential childcare providers. AML/JIA plans to absorb the \$800 for safety supplies and \$750 for background check costs to reduce risks.

## **ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORTS**

## **REPORT/COMMISSION**

### **A. Mayor's Proclamation – National Library Week – April 8 – 14, 2012**

Mayor Hornaday read and presented the proclamation to Library Director Ann Dixon.

### **B. Borough Report**

Kenai Peninsula Borough Assemblyman Smith congratulated Councilmember Burgess and told him not to forget to file with APOC. There is money for the Homer High School track and Mayor Navarre is working hard to get the Homer gas line project moving forward. The Assembly has discussed the school district budget and Mayor Navarre will propose to fund the entire request of the KPB school district, \$1.7M more than received last year. There is a proposal before the Assembly to appoint members to the area's service boards instead of electing them. Since service areas were formed by an election and boards formed by each service area, Assemblyman Smith believes the decision should be made by the voters. The matter will come back to the Assembly in May, sufficient time to place it on the fall ballot. He expressed hope that Ordinance 12-15 is passed this evening. It is important that LIDs are formed for natural gas; it is important for the community to push forward and make natural gas happen.

Mayor Hornaday announced there are several openings in police dispatch, \$17 to \$23 per hour with benefits.

### **C. Commissions/Board Reports:**

1. Library Advisory Board
2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission
4. Parks and Recreation Advisory Commission
5. Port and Harbor Advisory Commission

Port and Harbor Advisory Commissioner Bob Hartley provided a report on the commission's latest business to include support of a CUP application by Brad Faulkner and providing information to Community and Economic Development Coordinator Katie Koester on the port improvement projects. Mrs. Koester will apply for grants with matching funds from the State. Tariff revisions to support the bond issues were presented to the commission with lively discussion. Those revisions will again be discussed at the commission's April 25<sup>th</sup> meeting with a public hearing. Mr. Hartley urged anyone who is a harbor user to attend the meeting, as there is a rate increase package for everyone. Commissioner Hottmann submitted his resignation. He will be missed by the commission due to his extensive knowledge of harbor issues. Members of the public commented on the need for fresh water in the winter for charters, the need to control seagulls around the cleaning station, and the need for repairs for the launch ramp.

Councilmember Burgess asked if the commission had duly considered the administrative costs of the tariff increases. Commissioner Hartley answered it was discussed and the passenger fee is not a new tariff, it has just never been enforced. The charter people will have to keep track of what they have.

#### **PUBLIC HEARING(S)**

- A. **Ordinance 12-01(S)(A)**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.60.040, Definitions; Homer City Code 21.60.060, Signs Allowed on Private Property With and Without Permits; Homer City Code 21.60.070, Permits Required; Homer City Code 21.60.080 Design, Construction, and Maintenance; Homer City Code 21.60.090, Signs in the Public Right-Of-Way; **Homer City Code 21.60.095, Electoral Signs**; Homer City Code 21.60.100, Signs Exempt from Regulation Under this Chapter; Homer City Code 21.60.110 Signs Prohibited Under this Chapter; Homer City Code 21.60.130, Temporary Signs-Private Property; Homer City Code 21.60.150, Time of Compliance-Nonconforming Signs and Signs Without Permits; and Homer City Code 21.60.170, Enforcement and Remedies; and Repealing ~~Homer City Code 21.60.095, Electoral Signs~~; Homer City Code 21.60.120, General Permit Procedures; Homer City Code 21.60.140, Temporary Signs-Public Rights-Of-Way; and Homer City Code 21.60.160, Violations; Regarding the Regulation of Signs. Planning/City Attorney. Recommended dates: Public Hearing and Second Reading April 9, 2012.

Memorandum 12-007 and 12-051 from City Planner as backup.

Memorandum 12-008 from City Attorney as backup.

Memorandum 12-048 from Economic Development Advisory Commission as backup.



Mayor Hornaday opened the public hearing.

Adrienne Sweeney, city resident and business owner, commented Planning and Zoning missed the opportunity to make the ordinance business friendly. She suggested the 14 days out of 90 day limitation be removed as many businesses rely on the summer months. Additionally, the non commercial signs should not need a permit and commercial signs would need a permit to decide what days to put the sign out.

Asked by Councilmember Howard what duration of time she would suggest, Ms. Sweeney advocated for sandwich signs being displayed 365 days a year as long as they are in good repair, on your own property, and out of the right-of-way.

Jackie Dentz, Homer resident and business owner, just returned from Cabo San Lucas, Mexico and noticed the number of sandwich board signs there. Homer has the same economic issues and problems. She thinks the City should sell sandwich boards and keep the signs within the perimeters, eliminating the need to police them.

Vanessa Fefelov, city resident and treasurer for Paul Banks Elementary Teachers Association, commented on the signage restrictions for the school. They were told they are not in the proper zoning to advertise school events.

Karin Marks, city resident and business owner, commented signs are vital for business and all groups should have the same opportunity. Homer could be the artistic sign board capital of the world.

Mayor Hornaday closed the public hearing.

ROBERTS/LEWIS - MOVED TO ADOPT ORDINANCE 12-01(S)(A).

LEWIS/ZAK - MOVED TO AMEND LINE 371 TO REMOVE 14 DAYS, PUT A COMMA AFTER DISPLAYS, AND STRIKEOUT 14 DAYS IN A 90 DAY PERIOD.

Councilmember Lewis advocated for the allowance of sandwich board signs as long as they follow the rules, are out of the right-of-way and on their own property, and within the signage allotment.

LEWIS/ZAK - MOVED TO AMEND THE AMENDMENT TO STRIKE OUT "OF NOT MORE THAN 14 DAYS IN A 90 DAY PERIOD, WHICH DAYS SHALL BE DESIGNATED ON THE SIGN PERMIT."

Councilmember Roberts expressed opposition to the amendment as the ordinance went to the Planning Commission twice. Last year Council met with the commission and told them they did not want to see sandwich signs. The commission followed through on Council's wishes and the Planning Commission has reviewed the language thoroughly.

VOTE: (secondary amendment) YES. ZAK, BURGESS, LEWIS  
VOTE: NO. ROBERTS, WYTHE, HOWARD

Mayor Hornaday broke the tie vote with a YES.

Motion carried.

Attorney Klinkner advised Council another public hearing is not necessary because the amendment is relatively minor and it liberalizes the regulations instead of imposing additional restrictions.

Vote: (main motion as amended) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

**B. Ordinance 12-15**, An Ordinance of the City Council of Homer, Alaska, Repealing and Reenacting HCC Chapter 17.04 Regarding Special Assessment Districts. Lewis/City Manager. Introduction March 27, 2012, Public Hearing and Second Reading April 9, 2012.

Mayor Hornaday opened the public hearing.

Karin Marks, city resident and business owner, supports having affordable heat in Homer. Natural gas is important for the growth of the town as a year round town. Citizens should pay their own fair share; we cannot expect the State to do everything.

Adrienne Sweeney, city resident and business owner, supports natural gas to Homer as it will help with heating bills.

Mako Haggerty, Kenai Peninsula Borough Assemblyman, expressed support for the gas line. He hopes the ordinance passes as natural gas will be a great thing for Homer. Every step in that direction will benefit everyone in the area.

Mayor Hornaday closed the public hearing.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-15 by reading of title only for second and final reading.

LEWIS/ZAK - SO MOVED.

Councilmember Howard commented the ordinance is not necessarily designed for natural gas. It is cleaning up a lengthy process that existed for any special service district.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Resolution 12-023**, A Resolution of the City Council of Homer, Alaska, Amending the Fee Schedule for Port and Harbor Long Term Parking Fees. City Clerk/Port and Harbor Advisory Commission. Public Hearing April 9, 2012.

Memorandum 12-050 from Port and Harbor Director as backup.

Mayor Hornaday opened the public hearing. In the absence of public testimony, Mayor Hornaday closed the public hearing.

Motion on the floor from March 27<sup>th</sup>: MOTION FOR THE ADOPTION OF RESOLUTION 12-023 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- D. **Resolution 12-024**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 to Provide for Long Term Parking Fees. City Clerk/Port and Harbor Advisory Commission. Public Hearing April 9, 2012.

Memorandum 12-050 from Port and Harbor Director as backup.

Mayor Hornaday opened the public hearing. In the absence of public testimony, Mayor Hornaday closed the public hearing.

Motion on the floor from March 27<sup>th</sup>: MOTION FOR THE ADOPTION OF RESOLUTION 12-024 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## **ORDINANCE(S)**

### **CITY MANAGER'S REPORT**

A. City Manager's Report

1. Land Allocation Plan: The Council reviewed the Land Allocation Plan during a Special Meeting on March 26<sup>th</sup>. During the discussion, Council expressed some dissatisfaction with the process. One of the issues that came up was whether the Council needed to do

this every year and to what extent the Commissions need to be involved. Since the meeting, the Clerk's office took another look at this. There are no requirements regarding the Land Allocation Plan that could be found in the City Code. It appears that the process we have been using is mostly tradition. The adopted Lease Policies do address the issue at 3.2 (B), a copy of which is attached. So, it looks as though the Council could change the process by adopting a resolution amending the Lease Policies. That would be the easiest approach. An ordinance inserting language into the code is another option.

2. Future Council Workshops: Based upon the discussion last week, we have scheduled workshops from 5-7 PM on Monday April 16 and Monday April 30. The workshop on the 16<sup>th</sup> will be focused on Council e-mails and records retention. Amending the City code regarding e-mail records retention may also be on the agenda. On April 30<sup>th</sup>, the Council is scheduled to discuss both the Community Recreation Program and the CEDS. At the time this report was written, we were waiting on confirmation from Holly Wells that she will be available on the 16<sup>th</sup>. Holly has been out of the office but was expected back on the 4<sup>th</sup>.
3. Presentation by AML/JIA: As you know, the Karen Hornaday Park Playground Project is moving ahead and we expect to see construction this spring during build week in May. HoPP has recruited an impressive number of volunteers and has consulted regularly with the City. City staff is providing guidance and general oversight. Carey, Angie, and Mike have been especially involved. Several Council members have expressed concern about the liability associated with have a large group of volunteers doing work within a City park. We have been taking that issue very seriously and are looking for ways to minimize the risk, from developing release forms, to training and oversight, to site control. Mike Illg has been heading up this effort and has acted as a liaison between HoPP and the City insurance carrier AML/JIA. Kevin Smith the AML/JIA Executive Director and Sean Dewalt, a risk manager will be at the meeting to provide a short briefing on this topic.
4. Presentation by Port Bond Committee: At the Committee of the Whole, the Port Improvement Bond Committee will give an overview of its activities to date and its recommendations going forward. The Committee is recommending fee increases phased in over two years in order to repay about \$ 6 Million in revenue bonds. The bond proceeds would be used to leverage a like amount of funds through the State Municipal Harbor Matching Grant Program. The Committee has embarked on a public education and information campaign which includes numerous strategies to get the work out about this topic. This presentation is part of the process.
5. Health Insurance Consultant Presentation: At the last meeting, the Council heard a presentation from the City's health insurance broker / consultant. To my knowledge, this is the first time the Council has ever received a briefing on the City's self insured plan in that amount of detail. I hope you found it to be helpful. We would be interested in any comments you might have and suggestions about future briefings.
6. Damaged Piles / Emergency Appropriation: There are three piles supporting floats in the harbor that are severely damaged. I believe you will see pictures of them at the meeting. Replacing these piles is part of the Port Improvement Bond Committee discussion however, we cannot wait for two years to conduct the work. This is a big safety and liability issue for the City right now. If the condition of the piles worsen, we might have to shut down an entire float(s). I bring this up now because we may have a unique opportunity to address this quickly. This agenda contains a resolution approving a

contract for a company to do repair work on the Deep Water Dock. This company has barge and crane in the vicinity and if the contract is approved by Council, we could enter into a change order and use that equipment to replace the damaged piles as well. It is rare that we have this type of equipment available and we could do the work without paying the mobilization costs since the equipment will already be here. I would like to discuss this some because I believe an emergency procurement is justified.

City Manager Wrede reported the Public Arts Committee has been doing a lot of work at City Hall placing art within. There is the new 1% art with the new building and quite a collection of public art. The committee expressed an interest in hearing Council's ideas for an open house. They would like to be involved to help plan it. The committee recommended it should not be done in conjunction with First Friday; it should be a stand alone event. The suggested date is Friday, May 18 with an all day open house or a special evening event.

Council suggested the event be held in the evening to cause the least interruption to employees' work day. It was recommended refreshments be confined to a designated area to prevent spillage throughout the building.

An emergency ordinance will be forthcoming for the damaged piles supporting floats in the harbor.

Ordinance 12-15 made amendments to the LID process already within city ordinance. It is more concise and shortened things up.

HoPP will ask that everyone working on the playground project sign a release of liability. There will be several different documents to relieve the City's liability for child care and work on the project. The AML/JIA risk manager will also be on site. We are trying to reduce the City's level of exposure.

The rules were suspended to allow Representative Seaton to provide his report via Skype.

Representative Seaton reported he is happy Council passed Ordinance 12-15. This year's session is unusual, as normally Senate puts items in their capital budget along with a little discretionary money. The Homer High School track and the Anchor Point to Baycrest Hill road reconstruction projects are in the Senate budget, but larger priorities including the gas line to Homer are not in the budget thus far.

Mayor Hornaday expressed his disappointment at the Senate as we were assured projects would be in the budget and they are not. Representative Seaton answered there are internal politics on the Senate side and so far our priorities are not in there.

- B. Bid Report
- C. Games Report
- D. Records Inventory Report

- E. Other

### **CITY ATTORNEY REPORT**

City Attorney Klinkner asked for questions to his written report. There were no questions from Council.

### **COMMITTEE REPORT**

- A. Public Arts Committee
- B. Transportation Advisory Committee
- C. Permanent Fund Committee
- D. Lease Committee
- E. Port and Harbor Improvement Committee
- F. Employee Committee Report

### **PENDING BUSINESS**

### **NEW BUSINESS**

- A. **Memorandum 12-058**, from City Clerk, re: Selection/Appointment of Councilmember to Fill Vacancy.
- B. **Oath of Office to New Councilmember**  
  
Memorandum 12-059 from City Clerk as backup.

New business items were heard earlier in the meeting.

### **15. RESOLUTIONS**

- A. **Resolution 12-029**, A Resolution of the City Council Approving the City of Homer 2012 Land Allocation Plan. Mayor/City Council.

Memorandum 12-041 from Economic Development Advisory Commission as backup.  
Memorandum 12-042 from Parks and Recreation Advisory Commission as backup.  
Memorandum 12-043 from Library Advisory Board as backup.  
Memorandum 12-044 from Lease Committee as backup.  
Memorandum 12-045 from Port and Harbor Advisory Commission as backup.  
Memorandum 12-046 from Planning Commission as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-029 by reading of title only.

WYTHE/LEWIS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Resolution 12-030**, A Resolution of the City Council of Homer, Alaska, Authorizing the Formation of the Crittenden Drive Road Reconstruction and Paving Improvement Assessment District and Authorizing the City Manager to Proceed With the Preparation and Construction of the Reconstruction and Paving Project. City Clerk. Page 597

Mayor Hornaday called for a motion for the adoption of Resolution 12-030 by reading of title only.

WYTHE/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Resolution 12-031**, A Resolution of the City Council of Homer, Alaska, Awarding a Term Contract for Road, Trail, and Drainage Professional Engineering Services to the Firms of Kenney Engineering, LLC of Anchorage, Alaska, and Nelson Engineering of Kenai, Alaska, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 12-060 from Public Works Director as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-031 by reading of title only.

HOWARD/WYTHE - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- D. **Resolution 12-032**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for Water and Sewer Projects Engineering Design Services Term Contracts to the Firms of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 12-061 from Public Works Director as backup.

**Resolution 12-032(A)**, A resolution of the City Council of Homer, Alaska, Awarding a Term Contract for Water and Sewer Professional Engineering Services to the Firms of Bristol Engineering Services Corporation and to CRW Engineering Group, LLC, both of Anchorage, Alaska, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 12-061(A) from Public Works Director as backup.

WYTHE/ROBERTS – MOVED FOR THE ADOPTION OF RESOLUTION 12-032 BY READING OF TITLE ONLY.

WYTHE/ROBERTS – MOVED TO AMEND TO SUBSTITUTE RESOLUTION 12-032(A) FOR RESOLUTION 12-032.

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VOTE: (main motion as amended) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

#### **COMMENTS OF THE AUDIENCE**

Bill Smith, Borough Assemblyman, reported the Assembly recommended appropriation of funds for engineering services of the Homer High School track. If the Governor doesn't veto it we can have the track built this summer.

#### **COMMENTS OF THE CITY ATTORNEY**

City Attorney Klinkner congratulated Councilmember Burgess on his appointment.

#### **COMMENTS OF THE CITY CLERK**

City Clerk Johnson congratulated Councilmember Burgess too.



## COMMENTS OF THE CITY MANAGER

City Manager Wrede congratulated Councilmember Burgess too.

## COMMENTS OF THE MAYOR

Mayor Hornaday welcomed Councilmember Beauregard Burgess, telling him he had an interesting name as Hornaday.

## COMMENTS OF THE CITY COUNCIL

Councilmember Wythe welcomed Beau, and congratulated Katie on her new baby.

Councilmember Lewis congratulated Beau and Katie and thanked the Friends of Homer Library for a wonderful weekend.

Councilmember Zak congratulated Beau and Katie and thanked the other two community members who put their hats in the ring for the City Council. All three applicants were well qualified.

Councilmember Roberts welcomed Beau and thanked Sharon and Mr. Stead for putting their hat in the ring. It is not an easy choice to choose between qualified people. The voters will have their choice in the fall. She thanked all three candidates for giving Council the choice tonight.

Councilmember Howard thanked the city council candidates and the water and sewer task force candidates. She welcomed Councilmember Burgess and is glad he is sitting next to her. She thanked the Public Works Department for having the streets looking good. She plans to bring forth a land allocation remedy so Council will not need to see the 100 pages of maps again.

Councilmember Burgess thanked fellow councilmembers and the people that showed up. He thanked the other two people that threw their hat into the ring. As to signage, it was a conflicting road to get here. His concern was with legislating things that would be difficult to enforce from a time standpoint. He will do his best.

## ADJOURNMENT

There being no further business to come before the Council, Mayor Hornaday adjourned the meeting at 7:27 p.m. The next Regular Meeting is Monday, April 23, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. Worksessions are scheduled for April 16 and 30, 2012 from 5:00 to 7:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

---

JO JOHNSON, CMC, CITY CLERK

Approved: \_\_\_\_\_





Office of the Mayor  
James C. Hornaday  
Homer City Hall  
491 E. Pioneer Avenue  
Homer, Alaska 99603-7624

Phone 907-235-8121 x2229

Fax 907-235-3143

## MEMORANDUM 12-063

TO: HOMER CITY COUNCIL

FROM: JAMES C. HORNADAY, MAYOR

DATE: APRIL 17, 2012

SUBJECT: REAPPOINTMENT OF TRINA FELLOWS AND MICHELE MILLER TO THE PUBLIC ARTS COMMITTEE

Trina Fellows and Michele Miller are reappointed to the Public Arts Committee. Both appointments will expire April 28, 2014.

### RECOMMENDATION:

Confirm the reappointment of Trina Fellows and Michele Miller to the Public Arts Committee.

Fiscal Note: N/A



Renee Krause

---

**From:** trinabf@acsalaska.net  
**Sent:** Wednesday, April 11, 2012 11:52 AM  
**To:** Renee Krause  
**Subject:** Re: Your Term is expiring April 28th for the PAC

**Importance:** High

>  
>  
> Trina  
>  
> Your term expires this month and if you wish to continue I will need a  
> written letter to Mayor and Council requesting to be reappointed as  
> soon as possible but no later than next Tuesday, April 16th.

>  
>  
>  
> Thanks

>  
>  
>  
> You can send it to me via email

>  
> To Mayor Jim Hornaday & City Council:

I am requesting to be reappointed to service on The City of Homer Art Committee for one more year.

Thank You,

>Trina B. Fellows

>  
>  
>  
> Renee Krause, CMC  
>  
> Deputy City Clerk I  
>  
> City of Homer  
>  
> 491 E. Pioneer Avenue  
>  
> Homer, Alaska 99603  
>  
> Ph. 907-235-8121 ext. 2224  
>  
> Fax. 907- 235-3143  
>  
> [rkrause@ci.homer.ak.us](mailto:rkrause@ci.homer.ak.us)  
>



APR 18 2012 AM 08:07 *RK*

Renee Krause

---

**From:** Michele Miller <homerarts@yahoo.com>  
**Sent:** Tuesday, April 17, 2012 8:29 PM  
**To:** Renee Krause  
**Subject:** Request for Reappointment

Dear Mayor Hornaday and City Council Members,

This is to respectfully request reappointment to the seat I currently hold on the City of Homer's Public Arts Committee, which expires this month, for another term.

Best regards,

*Michele*

**Michele Miller**  
**227-6207**







41 coming into compliance with all zoning and land use regulations and obtaining the necessary  
42 permits.

43  
44 BE IT FURTHER RESOLVED that the City Council finds that it is in the public interest  
45 to award a new lease to the current lessee without a competitive bidding process as authorized in  
46 Chapter 11.2 (F) of the Lease Policies for the reasons stated above by the Lease Committee.

47  
48 PASSED AND ADOPTED by the City Council of Homer, Alaska, this 23<sup>rd</sup> day of April,  
49 2012.

50  
51 CITY OF HOMER

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54  
55 JAMES C. HORNADAY, MAYOR

56  
57  
58 ATTEST:

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61  
62 JO JOHNSON, CMC, CITY CLERK

63  
64  
65 Fiscal Note: Lease revenues to be determined.

# 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

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Extension: 2224

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

## MEMORANDUM 12-064

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**TO:** MAYOR HORNADAY AND CITY COUNCIL  
**THROUGH:** WALT WREDE, CITY MANAGER  
**FROM:** LEASE COMMITTEE  
**DATE:** APRIL 2, 2012  
**RE:** RECOMMENDATIONS FOR A LEASE ON LOT 88-3, HOMER SPIT

---

### Background

The Lease Committee reconsidered a proposal with additional information submitted by Mr. William Sullivan, Dockside II for a new long term lease on Lot 88-3, on the Homer Spit. Below is the excerpt from the Special Meeting on March 28, 2012 reflecting the discussions and recommendations on the proposed lease.

### **STAFF & COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORTS**

A. *Staff Report – Updates and Status Report*

*City Manager Wrede thanked the committee for reconsidering this proposal and allowing the benefit of the doubt on the efforts of Mr. Sullivan to provide information and responses to the criteria listed in the Lease Policy.*

*Mr. Wrede further noted that Mr. Sullivan is working diligently to come under compliance with the Fire Marshal requirements, application of a Conditional Use Permit and setback requirements.*

*There was no further discussion.*

### **PENDING BUSINESS**

A. *Dockside II Lease Proposal*

*HAWKINS/ABBOUD - MOVED TO DISCUSS THE DOCKSIDE II LEASE PROPOSAL.*

*There was no discussion.*

*VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.*

*Motion carried.*

*Chair Yager thanked Mr. Sullivan and stated he had several questions and a few comments. He noted that he did own a fishing processing business. He acknowledged that Mr. Sullivan's business was an asset to the Spit and the community and the trickle-down effect.*

*Discussion ensued with Mr. Sullivan responding to questions from the Committee and the following points were noted:*

- Fire Marshal has received Mr. Sullivan's documents and they are currently under review – confirmed today, March 29, 2012
- Setback issues will be handled by a proposed trade with the city, Mr. Sullivan and the neighboring lessees involved.
- City Manager Wrede stated that the city is proposing to trade the 15 foot easement that will be used for the Spit Trail at the back of the property with land at the front of the property along the roadway.
- Liability Insurance required was renewed on March 25, 2012 and Mr. Sullivan can provide an updated certificate.
- The City Manager confirmed receipt of permits.
- Mr. Sullivan was requesting a 20 year Lease with two five years renewal options for a total of 30 years.
- The Committee expressed concern with the length of the lease versus the amount of investment previously done by Mr. Sullivan.
- Mr. Sullivan stated that he maintains a small operation since he works out of pocket and cannot get bank financing for his operation since he does not own the land. He believes that when he obtains a long term lease he will then qualify for funding from various sources.
- Chair Yager offered that with all Mr. Sullivan's ideas that this current lot may be too restrictive if he has a long term lease.
- Mr. Sullivan responded that he will remain a small operation as he does not want to relocate to a larger lot or have the overhead of a larger operation. Mr. Sullivan stated he wants to improve his current operations but not increase them.
- The City Manager confirmed for the committee that a standard base lease is 20 years with two 5 year options.
- Mr. Sullivan added that he was unaware of Conditional Use Permits and was not contacted by the City about any of the requirements until a few months ago and assured the Committee that he is working with the Planning Department to get into compliance.
- Mr. Williams explained what he meant when Mr. Hawkins inquired about the value added products statement in his proposal – responding Mr. Williams stated, Homer is the largest Halibut port and he would like to offer processing services instead of sending it down the road. He is working with Korea and is processing skate wings on the Spit. He would like to bring other fisheries such as cod.
- Mr. Williams additionally offered that he would like to offer some retail services, work with farmers markets and branding for preparation of product locally and then shipping out; take advantage of the current fish market; and automating his processes would allow him to increase his business and productivity. This would allow him to offer longer employment options also.

Further discussion and concerns expressed by the Committee were parking and placement of containers on the lot; the placement of buildings in the designated parking area; mixing retail with processing; site drawings; the lack of a written Capital Development Plan; infringement on neighboring property; HEA easements prohibiting permanent structures and lessee pays for the unusable property; showing a measure of safety for the neighboring properties when submitting the Conditional Use Permit; the proposed term of lease.

**HAWKINS/ABBOUD - THE LEASE COMMITTEE RECOMMENDS THAT WILLIAM SULLIVAN BE GIVEN THE OPPORTUNITY TO NEGOTIATE A NEW LEASE FOR LOT 88-3 ON THE HOMER SPIT ROAD WITHOUT A COMPETITIVE BIDDING PROCESS BECAUSE IT IS IN THE PUBLIC INTEREST TO DO SO FOR THE FOLLOWING REASONS:**

1. MR. SULLIVAN'S BUSINESS GREATLY BENEFITS THE COMMUNITY ECONOMICALLY BY PROVIDING A MARKET FOR LOCAL FISHERMENT, PROCESSING THE FISH IN HOMER AND PROVIDING THE FISH TO LOCAL MARKET.
2. MR. SULLIVAN HAS HAD 22 YEARS OF EXPERIENCE PROCESSING SEAFOOD ON THE HOMER SPIT.
3. MR. SULLIVAN'S FINANCIAL CONDITION IS STABLE AND HAS MAINTAINED A VERY GOOD LEASE PAYMENT HISTORY IN THE PAST.
4. RECOMMENDS A 20 YEAR LEASE WITH TWO 5 YEAR OPTIONS.

**THE LEASE COMMITTEE FURTHER RECOMMENDS THAT THE NEW LEASE BE CONTINGENT UPON MR. SULLIVAN COMING INTO COMPLIANCE WITH ALL ZONING AND LAND USE REQUIREMENTS AND OBTAINING THE NECESSARY PERMITS.**

A brief discussion regarding including performance standards on this lease ensued. It was noted that in the Lease Policy there are specific requirements and standards that need to be completed during the lease, application for the CUP will have an effect on the lease; the duration of a lease without a Capital Investment and Development Plan.

*YAGER/ZIMMERMAN - MOVED TO OFFER A FRIENDLY AMENDMENT OF A 10 YEAR LEASE WITH TWO 2.5 YEAR EXTENSION OPTIONS FOR A TOTAL OF FIFTEEN YEARS.*

*The City Manager offered some advice on making a recommendation on a shorter term based on the investment plan. The lease can be amended at a later date. There was no discussion and the friendly amendment was accepted by all parties.*

*There was no further discussion.*

*VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.*

*Motion carried.*

*Chair Yager requested the Clerk to read the motion currently on the floor. Chair asked for additional discussion. There was none.*

*VOTE. (Main) YES. ZIMMERMAN, ABBOUD, YAGER, HAWKINS.*

*Motion carried.*

*Mr. Sullivan thanked the committee members and would like to keep more open dialog with the City. Some days it's tough out there.*

### **RECOMMENDATION**

Approve the recommendation to have the City Manager Enter into negotiations for a recommended 10 year lease with two 2.5 year renewal options on Lot 88-3 on the Homer Spit without going through the Request for Proposal process based on the following reasons:

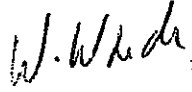
1. Mr. Sullivan's business greatly benefits the community economically by providing a market for local fishermen, processing the fish in Homer and providing the fish to local market.
2. Mr. Sullivan has had 22 years of experience processing seafood on the Homer Spit.
3. Mr. Sullivan's financial condition is stable and has maintained a very good lease payment history in the past.



## MEMORANDUM

**TO:** Lease Committee

**FROM:** Walt Wrede



**DATE:** March 28, 2012

**SUBJECT:** Staff Report / Lease Application for William Sullivan dba Dockside II

### Introduction:

William Sullivan has a land lease with the City of Homer for Lot 88-3 on the Homer Spit. The lease expires on April 15, 2012 including all options. Mr. Sullivan has requested a new lease without a competitive bidding process pursuant to Chapter 11.2. (F) of the Lease Policies. Mr. Sullivan provided notification that he desired a new lease and submitted his application in a timely manner.

It is the policy of the City that that equal opportunities should be provided to compete for the right to lease public land. (See 11.2 (E) attached). A lessee whose lease has expired has no automatic right to renewal or extension and the Lease Committee is directed to offer such properties to the public through the RFP / competitive bidding process. The City Council may offer a new lease to a lessee whose lease has expired without competitive bidding if it finds that it is in the best interest of the City to do so but it must make findings based upon specific criteria. (See 11.2 (F) attached). These criteria set a high bar and if the Committee recommends a new lease for Mr. Sullivan, it should provide its own findings and recommendation pertinent to these criteria.

The Lease Committee first considered Mr. Sullivan's application / proposal at its meeting on February 16, 2012. At that meeting, the Committee voted to reject the application as incomplete and unresponsive and to make this parcel available for lease through the RFP process. The Committee expressed concern about the lack of required information in the proposal and the fact that Mr. Sullivan did not make an appearance at the meeting to provide any further support for his request.

After the February 16<sup>th</sup> meeting, Mr. Sullivan contacted the City Manager's office to ask about the results of the meeting. He was informed of the Committee's action and encouraged to begin working on and improving his proposal if he intended to submit one when the RFP went out. Mr. Sullivan asked if the Committee had seen the letter he submitted by e-mail a day before the meeting which he said addressed many of the criteria. I told him that we had not received anything and that in fact, the Committee had taken a five minute break to allow me to go up to the office and double check.

After Mr. Sullivan provided evidence that he might have in fact attempted to send something, we checked all possible computers and e-mail accounts but found nothing. I then asked the City's Information Technology staff to review all back-up e-mail files so see if there was any evidence of a submittal. It turned out that Mr. Sullivan did indeed attempt to send a letter on the date and time he stated. But the file was quarantined as either spam or a file containing a virus. Therefore, nobody

received it. We might have received a routine junk mail or virus message but it did not attract anyone's attention at the time. Mr. Sullivan did not call before the meeting to confirm that we received his e-mail.

Mr. Sullivan asked if a reconsideration was possible. There are no provisions in the Lease Policies for reconsiderations in cases like this. In other words, the policies do not say the Committee can do it but they don't say it can't either. I consulted with the Chair and we had a good discussion about it. We concluded that given Mr. Sullivan's history on the Spit, his investment, and his contribution to the fisheries and the local economy, that he deserved the benefit of the doubt and another chance to make his case. The final decision on that is of course, up to the Committee. But we wanted to give you the opportunity to consider the new facts in this case. That is the purpose of this Special Meeting.

In the original staff report, I noted that Mr. Sullivan had several zoning issues which he would need to address as a condition to a new lease. I can report that he is making a concerted effort to come into compliance and he is working closely with the Planning Department on those issues. He is also working to obtain Fire Marshall approval of his development. Selected evidence of this work is included in the packet for your information.

#### The Application / Proposal

Chapter 5.2 (A) of the Lease Policies contains the information that must be included in the lease application / proposal if it is to be considered complete and responsive. A copy of Chapter 5.2 (A) is attached for reference. The original application was found to be incomplete on February 16, 2012 because it did not include some very important information such as the legal description, the number of parking spaces required, a plot plan, a development plan that includes timetables, proof of insurance, and agency approvals / permits including DEC, ADF&G, and a business license. The application also did not include some of the other information required by Section 5.2(A); most importantly, the information that is directly pertinent to the proposal scoring criteria. (The scoring criteria are discussed in more detail below.) A detailed site plan drawn to scale was also missing.

Much of this information has now been submitted and supplements the original application. For example, we have now received proof of insurance, copies of relevant agency approvals, and an as-built survey. The letter in question that we did not receive contains much of the information required by Chapter 6.2 B; enough information that the Committee can credibly evaluate the proposal using those criteria.

I conclude that the application is responsive and substantially complete.

#### Proposal Scoring Criteria

Chapter 6.2 (B) contains the scoring criteria to be used when evaluating an application / proposal. A copy is attached for reference. The original application contained a minimal amount of information and did not address most of the scoring criteria which is a requirement for a complete and responsive application. As noted above, supplemental information has been provided which makes the application



substantially complete and ready for a formal review based upon the scoring criteria. Comments on the criteria follow:

Compatibility with neighboring uses and consistency with applicable land use regulations including the Comprehensive Plan. Mr. Sullivan's operations include fish processing and commercial retail activities. These uses are compatible and consistent with neighboring uses in the area and are consistent with the Spit Comprehensive Plan and other applicable land use regulations. Mr. Sullivan has some zoning violations (mostly setback issues and encroachments) which should be addressed as a condition of a new lease and he is presently working with the Planning Department and soon, his neighbors, to address these issues and overall development in the immediate area.

The development plan including all proposed phases and timetables. Mr. Sullivan does not provide specifics about a development plan but this criteria may not be totally applicable to his situation. This criteria is focused more on new development on vacant land. Mr. Sullivan wishes to simply maintain his current operations and facilities. He recently invested in a new freezer facility and he talks about upgrading his processing facility as economic conditions permit.

The proposed capital investment. Mr. Sullivan has stated that it has been difficult for him to make investments in the property and to obtain financing since there was very little time left on the term of his lease. He states that if given a new long term lease, he would be able to obtain financing to upgrade his facilities and he especially mentions his processing facility. He also lists prior investments in his letter dated February 14.

Experience of the applicant in the proposed business or venture.

Mr. Sullivan has a great deal of experience in the proposed venture, especially on the fish buying and fish processing side. His marketing and sales experience is growing also and he is looking to expand in that area. Mr. Sullivan has the necessary experience and skills to carry-out the proposed venture.

Financial capability or backing of the applicant including credit history, prior lease history, assets that will be used to support the proposed development. Mr. Sullivan's lease history is very good in terms of meeting his financial obligations. His application does not contain much in the way of financial information otherwise however, that may be less important in this case because we are not talking about a brand new development. Mr. Sullivan simply wants to continue his current operations and made some improvements if he can get a new lease. His business appears to be financially stable and we have no reason at this time to believe that he does not have the financial capacity to meet his obligations under the lease.

The number of employees anticipated. Mr. Sullivan mentions 4 to 5 seasonal fish filleters.

The proposed rental rate. Appraised value.

Other financial impacts such as tax revenues, stimulation of related or spin off economic development, or the value of improvements left behind upon termination of the lease. This area constitutes the strength of Mr. Sullivan's proposal in my opinion. He generates almost \$1 Million in gross sales annually.

He processes fish locally which generates jobs, property taxes, and state fisheries taxes which go direct to the City. His operations provide jobs and income for fishermen, truckers, processing workers, mechanics, box makers, and other occupations. He provides fresh local seafood to local restaurants which helps local merchants and helps to market Homer seafood. This generates sales tax revenues. He provides one of the few places where visitors and tourists can purchase fresh local seafood. And he provides a market for local fishermen with smaller volumes of less valuable fish that other large volume buyers can't be bothered with. Providing a market for local fishermen, processing the fish in Homer, and providing the fish to local markets are all activities that greatly benefit the community.

Findings that a new lease without a competitive bidding process is warranted.

In order to award a new lease to a current lessee without a competitive bidding process, the City Council must make findings, stated clearly in a resolution, that it is in the public interest to do so. Section 11.2.(F) contains the things that must be taken into consideration and evaluated in order to make such a finding. Chapter 11.2 (F) is attached for your consideration. It would be very helpful to the Council if this Committee made its own findings and recommendation based upon these considerations. A motion to that effect would be great.

**RECOMMENDATION:**

Recommend to the City Council that Mr. Sullivan be given the opportunity to negotiate a new lease without a competitive bidding process and state the reasons why based upon the considerations contained in 11.2 (F). Also, include in the motion that a new lease is contingent upon Mr. Sullivan coming into compliance with all zoning and land use regulations and obtaining the necessary permits.

Session 12-02 A Special Meeting of the Lease Committee was called to order at 3:05 pm on March 28, 2012 by Chair Terry Yager at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

**PRESENT:** COMMITTEEMEMBERS YAGER, HAWKINS, ABOUD AND ZIMMERMAN

**ABSENT:** COMMITTEEMEMBERS MAURAS (EXCUSED) AND NEECE (UNEXCUSED)

**STAFF:** DEPUTY CITY CLERK I RENEE KRAUSE  
CITY MANAGER WALT WREDE

### **APPROVAL OF THE AGENDA**

The agenda was approved by consensus of the Committee.

### **PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA** *(3 Minute Time Limit)*

Michael Disler, resident, operates a small trucking company that hauls fish product. He stated he wanted to go on record in support of Mr. Sullivan. He noted that there is a need for small operators like Mr. Sullivan. He offered a number of reasons why the Committee should recommend approval of a new lease for Mr. Sullivan.

Mr. Sullivan thanked the committee for the opportunity to make his case and that he does provide an opportunity and service to local restaurants and fisherman. He commented on the number of poundage and revenue added to the local community. He assured that he is doing his best with the resources that he has at hand. He commented on some obstacles that he deals with each year.

### **APPROVAL OF THE MINUTES**

There were no minutes for approval since this was a special meeting.

### **VISITORS**

There were no visitors scheduled.

### **STAFF & COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORTS**

A. Staff Report – Updates and Status Report

City Manager Wrede thanked the committee for reconsidering this proposal and allowing the benefit of the doubt on the efforts of Mr. Sullivan to provide information and responses to the criteria listed in the Lease Policy.

Mr. Wrede further noted that Mr. Sullivan is working diligently to come under compliance with the Fire Marshal requirements, application of a Conditional Use Permit and setback requirements.

There was no further discussion.

### **PUBLIC HEARING**

There were no public hearings scheduled.

**PENDING BUSINESS**

A. Dockside II Lease Proposal

HAWKINS/ABBOUD - MOVED TO DISCUSS THE DOCKSIDE II LEASE PROPOSAL.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Yager thanked Mr. Sullivan and stated he had several questions and a few comments. He noted that he did own a fishing processing business. He acknowledged that Mr. Sullivan's business was an asset to the Spit and the community and the trickle- down effect.

Discussion ensued with Mr. Sullivan responding to questions from the Committee and the following points were noted:

- Fire Marshal has received Mr. Sullivan's documents and they are currently under review – confirmed today, March 29, 2012
- Setback issues will be handled by a proposed trade with the city, Mr. Sullivan and the neighboring lessees involved.
- City Manager Wrede stated that the city is proposing to trade the 15 foot easement that will be used for the Spit Trail at the back of the property with land at the front of the property along the roadway.
- Liability Insurance required was renewed on March 25, 2012 and Mr. Sullivan can provide an updated certificate.
- The City Manager confirmed receipt of permits.
- Mr. Sullivan was requesting a 20 year Lease with two five years renewal options for a total of 30 years.
- The Committee expressed concern with the length of the lease versus the amount of investment previously done by Mr. Sullivan.
- Mr. Sullivan stated that he maintains a small operation since he works out of pocket and cannot get bank financing for his operation since he does not own the land. He believes that when he obtains a long term lease he will then qualify for funding from various sources.
- Chair Yager offered that with all Mr. Sullivan's ideas that this current lot may be too restrictive if he has a long term lease.
- Mr. Sullivan responded that he will remain a small operation as he does not want to relocate to a larger lot or have the overhead of a larger operation. Mr. Sullivan stated he wants to improve his current operations but not increase them.
- The City Manager confirmed for the committee that a standard base lease is 20 years with two 5 year options.
- Mr. Sullivan added that he was unaware of Conditional Use Permits and was not contacted by the City about any of the requirements until a few months ago and assured the Committee that he is working with the Planning Department to get into compliance.
- Mr. Williams explained what he meant when Mr. Hawkins inquired about the value added products statement in his proposal – responding Mr. Williams stated, Homer is the largest Halibut

port and he would like to offer processing services instead of sending it down the road. He is working with Korea and is processing skate wings on the Spit. He would like to bring other fisheries such as cod.

- Mr. Williams additionally offered that he would like to offer some retail services, work with farmers markets and branding for preparation of product locally and then shipping out; take advantage of the current fish market; and automating his processes would allow him to increase his business and productivity. This would allow him to offer longer employment options also.

Further discussion and concerns expressed by the Committee were parking and placement of containers on the lot; the placement of buildings in the designated parking area; mixing retail with processing; site drawings; the lack of a written Capital Development Plan; infringement on neighboring property; HEA easements prohibiting permanent structures and lessee pays for the unusable property; showing a measure of safety for the neighboring properties when submitting the Conditional Use Permit; the proposed term of lease.

HAWKINS/ABBOUD - THE LEASE COMMITTEE RECOMMENDS THAT WILLIAM SULLIVAN BE GIVEN THE OPPORTUNITY TO NEGOTIATE A NEW LEASE FOR LOT 88-3 ON THE HOMER SPIT ROAD WITHOUT A COMPETITIVE BIDDING PROCESS BECAUSE IT IS IN THE PUBLIC INTEREST TO DO SO FOR THE FOLLOWING REASONS:

1. MR. SULLIVAN'S BUSINESS GREATLY BENEFITS THE COMMUNITY ECONOMICALLY BY PROVIDING A MARKET FOR LOCAL FISHERMEN, PROCESSING THE FISH IN HOMER AND PROVIDING THE FISH TO LOCAL MARKET.
2. MR. SULLIVAN HAS HAD 22 YEARS OF EXPERIENCE PROCESSING SEAFOOD ON THE HOMER SPIT.
3. MR. SULLIVAN'S FINANCIAL CONDITION IS STABLE AND HAS MAINTAINED A VERY GOOD LEASE PAYMENT HISTORY IN THE PAST.
4. RECOMMENDS A 20 YEAR LEASE WITH TWO 5 YEAR OPTIONS.

THE LEASE COMMITTEE FURTHER RECOMMENDS THAT THE NEW LEASE BE CONTINGENT UPON MR. SULLIVAN COMING INTO COMPLIANCE WITH ALL ZONING AND LAND USE REQUIREMENTS AND OBTAINING THE NECESSARY PERMITS.

A brief discussion regarding including performance standards on this lease ensued. It was noted that in the Lease Policy there are specific requirements and standards that need to be completed during the lease, application for the CUP will have an effect on the lease; the duration of a lease without a Capital Investment and Development Plan.

YAGER/ZIMMERMAN - MOVED TO OFFER A FRIENDLY AMENDMENT OF A 10 YEAR LEASE WITH TWO 2.5 YEAR EXTENSION OPTIONS FOR A TOTAL OF FIFTEEN YEARS.

The City Manager offered some advice on making a recommendation on a shorter term based on the investment plan. The lease can be amended at a later date. There was no discussion and the friendly amendment was accepted by all parties.

There was no further discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Yager requested the Clerk to read the motion currently on the floor. Chair asked for additional discussion. There was none.

VOTE. (Main) YES. ZIMMERMAN, ABBOUD, YAGER, HAWKINS.

Motion carried.

Mr. Sullivan thanked the committee members and would like to keep more open dialog with the City. Some days it's tough out there.

#### **NEW BUSINESS**

There was no new business on the agenda.

#### **INFORMATIONAL MATERIALS**

There were no informational materials.

#### **COMMENTS OF THE AUDIENCE**

Larry Sloan commended the committee for what they have done; he felt they were very fair, very compatible, and worked it out very well and he was impressed with the job they have done.

Mike Yourkowski echoed the comments of Mr. Sloan stating this was the first time he has sat through one of these meetings; and liked the way they were thinking.

#### **COMMENTS OF THE CITY STAFF**

There were no comments from staff present.

#### **COMMENTS OF THE COUNCILMEMBER** *(If one is appointed)*

There were no councilmembers present.

#### **COMMENTS OF THE CHAIR**

Chair Yager had no comments.

#### **COMMENTS OF THE COMMITTEE**

There were no comments from the committee members.

#### **ADJOURN**

There being no further business before the Lease Committee, Chair Yager adjourned the meeting at 4:05 p.m. The next regular Lease Committee meeting is scheduled for 3:00 p.m. April 12, 2012 at City Hall, Cowles Council Chambers, 491 E. Pioneer Avenue, Homer, Alaska.

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RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

Approved: \_\_\_\_\_

**William Sullivan  
Kachemak Bay Seafoods  
PO Box 4004  
Homer, Alaska 99603**

February 14, 2012

Walt Wrede, City Manager  
City of Homer  
Address  
Homer, AK 99603

Re: Homer Spit ground lease Dockside 2

Dear Walt,

My business, Kachemak Bay Seafoods was established in 1990 and has been processing seafood on the Homer Spit for 22 years. I am the longest established shore-based fish processor on the Homer Spit. I have been in continual production at the current location since 1997. I wish to extend my ground lease to continue my company's mission "To provide the freshest Alaskan seafood on earth".

As a sole proprietor, I operate Kachemak Bay Seafoods without any government assistance, however my physical structures have zero real estate value resulting in a concern by the city there is evidence of "little investment." As a result of a short ground lease, I am unable to obtain long term financing for major capital improvements. A long term lease would strengthen my application for a small business loan guaranteed from National Oceanic and Atmospheric Administration. During my occupation I have reinvested profits back into my facility with regular annual improvement to physical structures on the lot, as well as into my business operations. I have constructed a retail store valued at \$50,000, and an ancillary retail cabin valued at \$18,000. I have invested in fish processing equipment in excess of \$65,000 and I am in the process of installing 3 phase power at an estimated cost of \$10,000. I continue to up-grade the leased portion of the property when financially possible. In 1997, I spent over \$5,000 improving water and sewer lines to the lot. My future goals include erecting a larger processing facility as market conditions improve.

Overnight success takes about 15 years and I see Kachemak Bay Seafoods as an economic engine, stoking the local economy to the tune of \$900,000 yearly in gross sales. I do all my processing on site, thereby producing Fishery Business Taxes of \$25,000 annually. Also, as a local fish processor in Homer, this revenue is shared with the City of Homer. Based on the current price of Halibut, this amounts to 3.5% of \$7.00 per pound (current landing price of Halibut) or .25 cent per pound. My gross sales represent jobs and income to local fishermen, truckers, processing workers, box makers, mechanics, etc. Kachemak Bay Seafoods provides employment to many of the spits inhabitants. Let's face it, angels do not live on the spit, however I provide a 'leg up' to many people coming through. I provide stable, seasonal employment to 4-5 skilled fish filleters. After 22 years in business, for many Homer residents, I am the first employer they ever had.

During my time on the Homer Spit I have invested substantial amounts of effort and capital providing fair prices to customers, timely payment to suppliers and Goodwill to all of the smaller commercial fishermen

who rely on Kachemak Bay Seafoods to purchase smaller catches and species that are typically uneconomical for major fish processors to purchase. The most valuable investment to this Homer Spit lot is the time I have spent earning local fishermen's trust and respect. I have a reputation for honest and fair business practices and fishermen rely on me to provide support for their operations. Kachemak Bay Seafoods provides the "Freshest Alaskan Seafood on Earth" to local restaurants such as Land's End, Cafe Cups, Boardwalk Fish & Chips, Sourdough Bakery and many other local businesses on a daily basis. My customers rely on me to provide them with a continuous supply of fresh pristine fish for their own customers. My customers put their trust in me to provide the finest quality fish at the most competitive price at a moment's notice. Any of them will attest to how essential I have been to their successes.

As a reputable business owner, I maintain all required business licenses, permits and insurance necessary to operate a commercial fish processing facility. I continually upgrade the interior of the processing facility to maintain regulatory compliance of Food and Drug Administration, State of Alaska Department of Environmental Conservation, EU Health regulations and private insurance carrier site inspections. I comply with administrative rules and procedures of US Environmental Protection Agency, U.S Coast Guard, National Oceanic and Atmospheric Administration State of Alaska Department of Department Fish and Game, State of Alaska Department of Labor, State of Alaska Department of Revenue, State of Alaska Division of Weights and Measures, State of Alaska Department of Motor Vehicles, State of Alaska Fire Marshall, Kenai Peninsula Borough, City of Homer Building Inspector, City of Homer Plumbing Inspector. As a committed industry professional, I am active with the International Pacific Halibut Commission and North Pacific Management Council.

I participate and influence policy at the North Pacific Management Council and the International Pacific Halibut Commission by providing a Homer perspective at these bodies. As of today, Feb, 14 2012, the federal Codfish season closed and in the past our local fishery would be closed if it were not for myself and another fellow Homer business owner, Mako Haggerty. Together we were instrumental in creating the State Waters Pacific Codfish Fishery in 1997 and as a direct result of our efforts, a locally managed fishery is open providing a winter economy of fishing and processing of Codfish on the Homer Spit. Fisheries are continually evolving and future industry plans include full utilization of fishery resources by creating markets and processing techniques for under-utilized species by creating opportunity for fishermen that larger processors have zero interest in developing. I have created these economies in the past and will continue to create prosperity in very challenging economic conditions coupled with heavy regulation. As proven before, Kachemak Bay Seafoods creates value that may not always be evident in the processing facilities.

As a stable small business making contributions at many levels to our local Homer economy, I request a long term lease to continue growing my business, Kachemak Bay Seafoods. After 22 years of operation, I have proven my dedication to maintaining a successful business and continue my mission "To provide the freshest Alaskan seafood on earth." I appreciate your time and thoughtful consideration of my lease application.

Regards,

William Sullivan  
Owner, Kachemak Bay Seafoods  
Est. 1990



P.S. Did I mention that I pay the annual rent in full, a year in advance?



**City of Homer  
Lease Application/Assignment Form**

**Directions:**  
 1. Please type.  
 2. Please submit this application form to the City Clerk's Office, 491 Pioneer Avenue, Homer, Alaska 99603.  
 3. Please answer all questions on this form, or put "N/A" in the space if it is non applicable.

<b>Applicant Name:</b> Social Security No.s	WILLIAM C. SULLIVAN
<b>Mailing Address:</b>	PO BOX 4004, HOMER, AK 99603
<b>City, State, ZIP code:</b>	↓
<b>Business Telephone No.</b>	907-299-1551
<b>Representative's Name:</b>	WILLIAM C. SULLIVAN 235-2799 HR
<b>Mailing Address:</b>	PO BOX <del>100263</del> 4004
<b>City, State, ZIP code:</b>	HOMER, AK 99603
<b>Business Telephone No.</b>	907-299-1551
<b>Property Location:</b>	4470 HOMER SPIT ROAD
<b>Legal Description:</b>	FISH PROCESSING - WHOLESALE & RETAIL
<b>Type of Business to be placed on property:</b>	↓
<b>Size of Buildings to be placed or leased:</b>	EXISTING BUILDINGS (3) 512 SF, 320 SF, 320 SF
<b>Duration of Lease requested:</b>	30 YEARS
<b>Options to re-new:</b>	(2) 5 YEAR OPTIONS
<b>Special lease requirements:</b>	NONE
<b>Number of parking spaces required, per code:</b>	

**The following materials must be submitted when applying for a lease of  
City of Homer real property**

1.	<b>Plot Plan</b>	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input type="checkbox"/> Size of lot - dimensions and total square footage. – to scale, please.</p> <p><input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned – to scale, please.</p> <p><input type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated – please refer to Homer City Code _____</p>																				
2.	<b>Development Plan</b>	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th data-bbox="505 709 730 741">Dates</th> <th data-bbox="792 709 885 741">Tasks</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>ADD 3-PHASE POWER</td> </tr> <tr> <td>_____</td> <td>UPGRADE EXISTING BUILDIN THAT</td> </tr> <tr> <td>_____</td> <td>HOUSES MAIN FISH PROCESSING</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th data-bbox="505 1035 682 1066">Building Use</th> <th data-bbox="980 1035 1406 1066">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td>EXISTING OFFICE/RETAIL</td> <td>16x20 = 312SF</td> </tr> <tr> <td>EXISTING RETAIL</td> <td>16x20 = 312SF</td> </tr> <tr> <td>EXISTING FISH PROCESSING</td> <td>16x32 = 512SF</td> </tr> </tbody> </table>	Dates	Tasks	_____	ADD 3-PHASE POWER	_____	UPGRADE EXISTING BUILDIN THAT	_____	HOUSES MAIN FISH PROCESSING	_____	_____	_____	_____	Building Use	Dimensions and square footage	EXISTING OFFICE/RETAIL	16x20 = 312SF	EXISTING RETAIL	16x20 = 312SF	EXISTING FISH PROCESSING	16x32 = 512SF
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3.	<b>Insurance</b>	<p><input type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.</p>																				
4.	<b>Subleases</b>	<p><input type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.</p>																				
5.	<b>Health Requirements</b>	<p><input type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.</p>																				
6.	<b>Agency Approval</b>	<p><input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.</p>																				





11. Applicant References

Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.

Name: Mike Dister  
Firm: ON Demand trucking  
Title: OWNER  
Address: Homer  
Telephone: 907-399-7032  
Nature of business association with Applicant: transportation

Name: DOUG BOWEN  
Firm: Alaska Boats + permits  
Title: OWNER  
Address: Homer  
Telephone: 299-1984  
Nature of business association with Applicant: FISH SALES

Name: MIKE NIST  
Firm: Seattle - Tacoma Box Co.  
Title: OWNER  
Address: 23400 71st place South  
Telephone: 253-854-9700  
Nature of business association with Applicant: LONG term BUSINESS Relationship

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: First National BANK of Anchorage  
Address: HOMER  
Telephone: 235-5800  
Nature of business association with Applicant: LONG term customer

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:



Date:

3/27/01





CITY OF HOMER  
PROPERTY MANAGEMENT  
POLICY AND PROCEDURES

CHAPTER 11: LENGTH OF LEASES / OPTIONS

11.1 POLICY

It is the policy of the City of Homer that the duration of all leases including all options shall be consistent with the provisions of Chapter 18.08 of the Homer City Code and the provisions of these policies and procedures.

11.2 PROCEDURES

- A. The initial term of leases shall be related to a large degree upon the magnitude of the lessee's financial investment and the value and usefulness of improvements that lessee will make and leave on the property upon the termination of the lease. It shall also be related, to a lesser degree, upon lessee's financing and the reasonable amortization requirements of the lessee and financing agency. Generally speaking, the larger the investment, and the greater the value and usefulness of permanent improvements that will remain on the property after termination of the lease, the longer the lease period.
- B. Leases that extend beyond 30 years (including all options) will be treated as exceptional and shall be evaluated on a case by case basis.
- C. Leases shall contain no more than two options for renewal and each option shall be for no more than 25% of the length of the initial base term. The exercise of any option shall be dependent upon lessee not being in breach of any provisions of the lease at that time.
- D. If the lease or the lessee's approved development plan provides for utilization of the lot for several months a year and the lessee installs improvements or infrastructure, occupies the lot (by persons or things), or does anything else that precludes or devalues utilization of the lot for the remainder of the year by the City or another party, the lessee shall pay either a premium rent for the months the parcel is actually in use or fair market rental for the entire lease year.
- E. It is the policy of the City that equal opportunities should be provided to compete for leasing available public property. A lessee whose initial lease and all options have expired shall have no automatic right of further renewal or extension. In general, it is the policy of the City that the Lease Committee shall offer such properties to the public through the RFP/competitive bidding process described herein.
- F. Lease Renewals: The City Council, after reviewing a recommendation from the Lease Committee, may elect to not require a competitive bidding process for a property whose lease has expired (including all options) if it finds that it is in the best interest of the City to enter into a new lease agreement with the current lessee. If the current lessee is interested in entering into a new lease agreement, he/she must indicate so in writing to the City Manager at least 12 months prior to

the expiration of the lease and submit a formal lease application/proposal for evaluation by the Lease Committee. The City will review the application but is under no obligation to enter into a new lease. If the Council chooses to approve such a new lease without a competitive process, it must approve such new lease by resolution within six months that includes a finding that it is in the public interest to do so, after consideration of relevant facts including, but not limited to, the following:

1. The lessee's past capital investment and binding commitment to future capital investment
2. The lessee's financial condition and prior lease history
3. The number of persons employed and the prospects for future employment
4. Tax revenues and other financial benefits to the City of Homer anticipated in the future if the lease is renewed.
5. Consistency of the past use and intended future use with all applicable land use codes and regulations, the Comprehensive Plan, and Overall Economic Development Plan
6. Other opportunities for use of the property that may provide greater benefits to the City of Homer.
7. Other social, policy, and economic considerations as determined by the Council

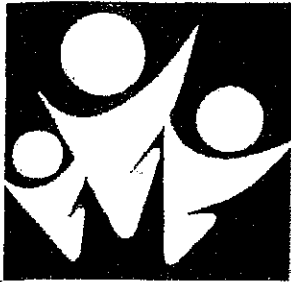
G. Short Term Leases

1. A short term lease of 6 months or less may be approved by the City Manager after review and recommendations by the Lease Committee.
2. Short term leases are not required to go through the competitive bidding/PFP process described herein
3. Short term leases shall not include renewable options and no consecutive short term leases for the same property to the same lessee may be issued without the approval of the City Council.
4. Applicants for short term leases must go through the formal application process described herein.
5. The City Manager will advise the Council through memorandum or the Manager's report of all short term leases.

H. At the expiration or termination of a lease the City may negotiate to reimburse the lessee for improvements at fair market value, and then issue a request for proposals offering the lot and improvements as a package.

# VISITORS





# Week of the Young Child™

## Strengthening Families

# April 21-28, 2012

## Fun & Awareness for our youngest community members.

Detailed list of events:  
[www.Pop411.org](http://www.Pop411.org)  
Search for Families First



### Saturday, April 21

#### **Safe Kids Fair**

Time: 10a-2p Phone: 235-7712

Location: Homer High School

Cosponsored by: Safe Kids South Pen. & Haven House

### Sunday, April 22

#### **Little Boppers Dance Class**

Time: various times; ages 0-5 yrs. Phone: 235-1506

Location: Off the Wall Studios, behind Damselfly

Cosponsored by: Sprout

#### **Earth Day Fairy House Building Raspberry Lane School**

Time: 2-4pm Phone: 399-1567

Location: 6 miles E. End Rd., right on Birch Park Dr.

### Monday, April 23

#### **"Intertidal Discovery" Program**

Time: 10-11 a.m. Phone: 226-4617

Location: Homer Spit-park at Pier One Theater.

Cosponsored by: KBay Env'n Ed. Alliance & Pratt Mus.

Activity: Intertidal life discovery walk - Open to all ages.

#### **Toddler Playgroup for Parents & Kids 0-5yrs.**

Time: 10:30am-12p Phone: 235-6090

Location: Boys & Girls Club

Cosponsored by: Community Recreation

#### **City Council Presentation & Mayoral Proclamation**

Time: 6pm Phone: 435-7101

Location: City Council Chambers, 491 E. Pioneer Avenue

*Join us for pizza 5-6pm! Call for location.*

### Tuesday, April 24

#### **Sprout Playgroup & Imagination Library Enrollment**

Time: various times for various ages birth-3yrs.

Please call ahead for a reservation! Phone: 235-6044

Location: 3691 Ben Walters Lane, Suite #4

#### **Signs of Spring: Nature Crafts & Explorations**

Time: 2:30 - 4:30p Phone: 235-6667

Location: Center for Alaskan Coastal Studies,  
708 Smokey Bay Way

#### **Celebrating Resiliency: Parent to Parent**

Time: 5:30-7:30p Phone: 235-2558

Location: Kachemak Bay Campus, Rm 202

Cosponsored by: Kenai Peninsula College-KBC

Activity: For parents of children with a developmental difference or challenge in learning or behavior.

## Wednesday, April 25

### **Homer Public Library Preschool Story Hour**

Time: 10-11am Phone: 235-3180

Location: 500 Hazel Avenue

Activity: Story hour for parents and children 3 to 5 yrs.

### **"Junior Biologist" Badge Program**

Time: 3:30-4:30 p.m Phone: 226-4617

Location: Islands and Ocean Visitor Center

Cosponsored by: Alaska Maritime Natl. Wildlife Refuge

Activity: For children 7+ (must be able to read)

## Thursday, April 26

### **Guided Family Bird Walk on Beluga Slough Trail**

Time: 9:30 – 10:30 am Phone: 226-4659

Location: meet in the Islands & Ocean center lobby

Cosponsored by: Kachemak Research Reserve

### **Anchor Pt Playgroup for Parents & Kids 0-5 yrs.**

Time: 10a-12p Phone: Sprout 235-6044

Location: Chapman School– Anchor Point

Snacks provided!

### **Homer Public Library Lapsit Story Hour**

Time: 11:30am-12pm Phone: 235-3180

Location: 500 Hazel Avenue

Activity: Storytelling for kids up to 24 months.

### **Craft Projects at Timeless Toys for 3-5 yrs.**

Time: 1pm Phone: 235-1359

Location: 3657 Main St.

Pre-registration recommend due to limited space.

## Friday, April 27

### **Swinging Family Play Time**

Time: 9:30-11:30 am Phone: 235-6547

Location: Jeanne's Learning Yurt, 866 Linda Court

Activity: climbing, swinging, balancing, and more fun!

### **Pratt Museum Play Date for Babies & Toddlers**

Time: 10 – 11am Phone: 435-3322

Location: 3779 Bartlett St.

Activity: Hand-on activities in Marine Gallery.

### **Toddler Playgroup for Parents & Kids 0-5yrs.**

Time: 10:30am-12p Phone: 235-6090

Location: Boys & Girls Club

Cosponsored by: Community Recreation

### **Homer Head Start Open House**

Time: 11a – 1:00p Phone: 235-4322

Location: 1266 Ocean Drive

### **Singing and Stories with Michael Murray**

Time: 11a-12p Phone: 235-7496

Location: The Homer Bookstore

## Saturday, April 28

### **Strengthening Families Community Café**

Time: 11a-2p Phone: 435-7101 or 235-6044

Location: Christian Community Church / Kachemak Kids, 3838 Bartlett St.

Cosponsored by: Sprout & Kachemak Kids

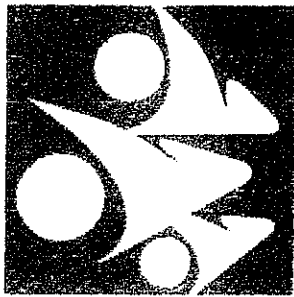
Activity: What does the Homer area need to support our youngest community members and our families? Provide your feedback! **Lunch and childcare provided.**

*Bayview Park parent volunteer work party 2011—installing the parent-built nature based equipment & doing a little weeding!*



™  
Week of the  
Young Child

Strengthening Families



**"We Need YOU!"**

# Community Café

**11a-2pm, Saturday, April 28**

*Free lunch & childcare provided.*

**Location: Christian Community Church / Kachemak Kids  
3838 Bartlett St.**

**Contact: 435-7101    [www.POP411.org](http://www.POP411.org), search for "Families First"**

What does the Homer area need to support our youngest community members and our families? Join us and share your thoughts and suggestions!

Sponsored by:



**BEST BEGINNINGS**  
Alaska's Early Childhood Investment

Families First: A Best Beginnings Partnership

Where families develop and grow.  
**SPROUT**

Kachemak Kids Early Learning Center



A coalition of non profit agencies and individuals supporting early childhood education in the Homer area

Co-Chair  
Bonnie Betley  
Homer Public Health Center  
907-235-8857

Co-Chair  
Lolita Brache  
Kachemak Kids Early Learning Center

Treasurer  
Audrey Morris  
Sprout  
907-235-6044

Fiscal Agent  
Joy Steward  
Homer Foundation

Contract Coordinator  
Jenny Martin  
907-435-7101

**2012 Goals:**

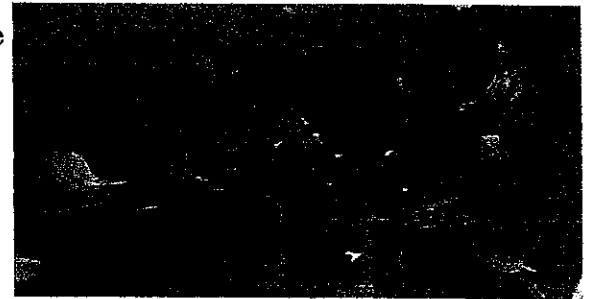
- Imagination Library
- Age Appropriate Playgrounds
- POP411.org
- Community Education
- Parenting Classes
- Child Care program Mini Grants
- On-line Parent Support
- Week of the Young Child
- Home Visiting Program

**Accomplishments**

- **Parenting Classes** held 4 times a year in both Homer and Anchor Point.
- **Conscious Discipline** parent support DVDs available at Public Library and Public Health.
- **Playground safety and equipment** improved at Bayview park.
- **Child Screenings** for infants through 5 years to screen for developmental stages, hearing, and vision.
- **Home Visiting Program** developed in Homer and outlying areas to provide parent support through the Parents as Teachers training.
- **Imagination Library** providing free books each month for over 180 children ages infant through 5 years.
- **Week of the Young Child** events held in April throughout community raising awareness for early childhood education.
- **Mini-Grants** provided to 3 local child care programs for music and arts curriculum and building improvements.



*Families First funded a new slide and boulders for Bayview Park and organized a work party to install equipment and perform other safety maintenance with the Parks & Rec Department (May 2011).*



*Families First organized a presentation for parents on Social & Emotional Development of Young Children facilitated by Brian Partridge, KBC, at the Community Recreation Toddler Playgroup. (February 2012)*

**Economic Development Strategies**

*Ideas for collaboration with the EDC and City of Homer*

- Creation of a Early Education Task Force that will identify short and long term strategies for early childhood education services that will positively affect the well being and economy of the Homer area.
- \$5000 from the annual City Grant fund (administered through the Homer Foundation) dedicated for early childhood education. Early childhood organizations and child care centers/homes could apply for funding to improve and enhance their services. Families First or another appointed knowledgeable team could review applications and determine awards.
- Business incentives to promote Family-Friendly businesses practices locally. Collaboration between EDC, City's Economic Development staff, and Families First to develop strategies for improved local business support of early childhood education (i.e., policies, benefits, etc.)
- Business support for child care industry organizations and new business development. Provide support for early childhood education business owners that create jobs and allow parents to work. (i.e., help with finding business loans/grants, start up or expansion capital, licensing, etc.)



Sean Parnell, Governor  
State of Alaska  
William J. Streu, Commissioner  
Department of Health & Social Services  
Christy Lawson, Director  
Office of Children's Services  
907-465-5191  
PO Box 110630  
Juneau, AK 99811-0630  
www.strengtheningfamilies.alaska.gov

# strengthening families ALASKA

*strengthening families strengths (and resilience)*

## Alaska's Strengthening Families Leadership Team Includes:

- Office of Children's Services, Department of Health and Social Services
- Child Care Program, Division of Public Assistance, Department of Health and Social Services
- Teaching and Learning Support, Department of Education and Early Development
- Women, Children and Family Health, Division of Public Health, Department of Health and Social Services
- Alaska Children's Trust
- Resource Center for Parents and Children, Prevention of Child Abuse America Affiliate
- Child Care Resource and Referral Network
- Parent Learning Program, Office of Children's Services, Department of Health and Social Services
- University of Alaska Anchorage, Early Childhood Education
- Alaska Association for the Education of Young Children
- United Way of Anchorage
- Best Beginnings: Early Learning Council
- Parent Representatives

For more information: 907-269-8923 • [www.strengtheningfamilies.alaska.gov](http://www.strengtheningfamilies.alaska.gov)



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office of  
**CHILDREN'S  
SERVICES**  
safe children • strong families

**Strengthening Families:**  
a proven, cost-effective  
approach to building  
Protective Factors around  
children by supporting  
family strengths and  
resiliency.

In 2005, Alaska was one of seven states to be selected to pilot this approach.

In 2011, Homer's Families First was one of three communities chosen to implement the Strengthening Families model. Families First partner, Sprout, is using the \$30,000 grant to implement the Parents as Teachers home visiting program to provide professional support with parents and care givers of young children who are unable to access services due to transportation, health, and other barriers.



# strengthening families

## What is Strengthening Families Alaska?

Strengthening Families is a proven, cost-effective approach to building Protective Factors around children by supporting family strengths and resiliency. In 2005, Alaska was one of seven states to be selected by the Center for the Study of Social Policy to pilot this approach. The Alaska Strengthening Families Leadership Team is now working to expand the use of this model across the state.

## What is special about this approach?

The Protective Factors are the foundation of the Strengthening Families Approach: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development, and social and emotional competence of children. Research studies support the common-sense notion that when these Protective Factors are well established in a family, the likelihood of child abuse and neglect diminishes. Research shows that these Protective Factors are also "promotive" factors that build family strengths and a family environment that promotes optimal child and youth development.

### Protective Factors

The Center for the Study of Social Policy spent two years researching and identifying five Protective Factors that prevent child abuse and neglect. These are:

#### For adults:

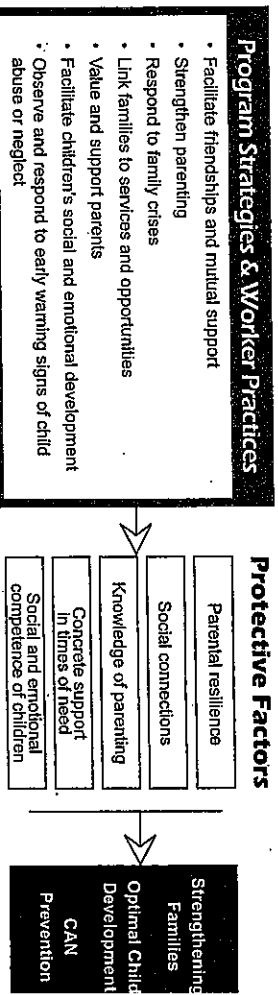
1. Parental resilience
2. Social connections
3. Knowledge of parenting and child development
4. Concrete support in times of need

#### For children:

5. Healthy social and emotional development

## Programs contribute to prevention of child abuse and neglect

In keeping with the goal of focusing on strengths instead of deficits, the Strengthening Families approach uses a logic model for reducing child abuse and neglect based on building resiliency rather than reducing risk.



### Parent Resiliency

Parents who are emotionally resilient are able to maintain a positive attitude, creatively solve problems, and effectively rise to challenges in their lives — and are less likely to abuse or neglect their children. Programs can promote parental resilience in a variety of ways: providing a warm and welcoming environment to parents as well as children; providing family support services; and offering social and emotional activities for children that may impact the way parents think about their own behavior.

### Social Connections

Extensive evidence links social isolation and child maltreatment. It is not the simple fact of social connectedness that protects against child abuse and neglect, however, but rather relationships that are positive, trusting, reciprocal, and flexible, and that embody prosocial, child-friendly values. Programs can strengthen social connections by creating a community space and opportunities for parents to connect with other parents in a comfortable environment. Additionally, many programs serve as a conduit for a variety of social activities, from holiday celebrations to bowling leagues.

### Knowledge of Parenting and Child Development

Early care and learning & family support programs are a natural place for parents to turn for parenting information and support. There are countless "teachable moments" that can be used to apply and reinforce positive parenting principles in an everyday context. Providing formal and informal opportunities for parents to gain parenting knowledge and skills can help them develop appropriate expectations of their children's abilities and behaviors.

### Support in Times of Need

Many programs serve families facing multiple stressors and multiple risks. Research suggests that helping families access maternal resources and/or behavioral health services represent two promising intervention strategies to reduce child abuse and neglect.

### Children's Healthy Social and Emotional Development

For parents with particularly challenging children, the social and emotional work program staff do with children can provide welcome added support and reduce the stress in their family home. As children learn to verbalize their emotions rather than act them out, they are more able to tell parents how they feel, what they need, and how their parents' actions make them feel. Parents can then be more responsive to their children's needs and less likely to yell or hit.

## The Strengthening Families Approach:

- Benefits ALL Families
- Builds on family strengths, buffers risk, and promotes better outcomes
- Can be implemented through small but significant changes in everyday actions
- Builds on and can become a part of existing programs, strategies, systems and community opportunities
- Is grounded in research, practice and implementation knowledge



**THANKS TO THE FOLLOWING  
WHO ARE GENEROUSLY SUPPORTING  
BEST BEGINNINGS:**

---

Rasmuson Foundation

Alaska Department of Education  
and Early Development

The Children's Hospital at Providence

United Way of Anchorage

Alaska Public Telecommunications, Inc.

The CIRI Foundation

BP

Alyeska Pipeline Service Company

**BEST BEGINNINGS**

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3350 Commercial Drive  
Suite 104A  
Anchorage, Alaska 99501

T: 907.297.3300


F: 907.297.3304

*Because EVERY CHILD in Alaska*

**SHOULD HAVE THE CHANCE**

*to begin school **READY TO SUCCEED.***

Sign up for our e-newsletter  
[BestBeginningsAlaska.org](http://BestBeginningsAlaska.org)

 Find us on Facebook



**BEST BEGINNINGS**  
Alaska's Early Childhood Investment

## ABOUT BEST BEGINNINGS

*Best Beginnings is a public-private partnership that mobilizes people and resources to ensure all Alaska children begin school ready to*

*succeed. Best Beginnings receives funding and support from businesses, foundations, nonprofits, government, and individuals.*

## WHY BEST BEGINNINGS

- *Start behind, stay behind.* Kids who start behind rarely catch up. Early learning is a powerful determinant of success in school and in life. Children who start school with a solid foundation are far more likely to become contributing members of their communities.
- *Brain builds best on sturdy foundation.* The science is clear: Positive early learning experiences and nurturing relationships build sturdy brain architecture. All subsequent brain development builds on that infrastructure. It's more effective and less expensive to do the work up front to prevent problems before they occur.
- *It's everybody's business.* The stakes are high for communities, the state, and the nation. A productive work force and a strong economy require skills that are laid in the first few years of life.

## OUR WORK

Young children are best served by a statewide early childhood system that empowers families, links service providers, and engages communities on behalf of young children. Such a system will help ensure that all Alaska children begin school ready to succeed. Best Beginnings pursues this goal by promoting community partnerships, early literacy, positive early learning activities, and public engagement.

### *Community partnerships for local solutions*

With support from Best Beginnings, early childhood partnerships in 11 communities are working to improve coordination of programs and services, and promote better use of resources. All young children have the same basic needs. But their needs can be met in different ways, depending on a community's values, resources, interests, and cultures. People in a community are in the best position to identify what children in their town need and how to fill the gaps.

### *Early literacy through Imagination Library*

Best Beginnings' leadership has brought an explosion of Imagination Libraries all over the state, engaging children, their families, and entire communities in early literacy.

Imagination Library mails a free, high-quality book each month to children, birth to age 5, in participating communities. Families that participate in Imagination Library spend more time reading together, have more children's books, and their children are more enthusiastic about reading.

### *Early learning activities in several languages*

Fun, brain-building activity guides for babies, toddlers, and preschoolers are available free of charge in Spanish, English, and Yup'ik. Activity cards in Yup'ik/English are also available. Order forms and individual activity sheets are on the website, [BestBeginningsAlaska.org](http://BestBeginningsAlaska.org).

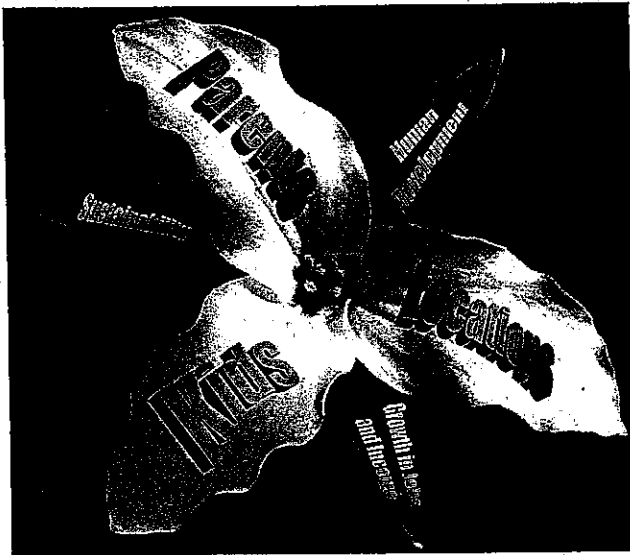
# Early Care & Learning Services in Alaska



An update of a McDowell Group report  
prepared for the System for Early  
Education Development (SEED)

*Alaska SEED*

The trillium flower, with its three petals, best represents the varied relationships between early childhood services and the economy. One petal represents parents and the need to focus on the social infrastructure supporting workers and their employers. Another petal represents children and the investments in human development and education, while the third petal is the regional economy that quantifies child care as an industry that produces jobs and stimulates the economy. (R. Ribeiro and M. Warner, January, 2004, "Measuring the Regional Economic Importance of Early Care and Education: The Cornell Methodology Guide")



*Although education and the acquisition of skills is a lifelong process, starting early in life is crucial. Recent research has documented the high returns that early childhood programs can pay in terms of subsequent educational attainment and in lower rates of social problems, such as teenage pregnancy and welfare dependency. This research shows that by investing in early childhood education, governments—in partnership with private firms and nonprofit foundations—can reap extraordinarily high economic returns; benefits that are low-risk and long-lived.*

Ben Bernanke, Chairman  
of the Federal Reserve,  
February 2007

The purpose of this report is to measure the economic impacts of early care and learning services on Alaska's economy, providing updated and new data where available. Economic impacts are measured in terms of:

- Employment of the early care and learning sector
- Income generated by wage-earning parents due to the availability of early care and learning services
- Spending on these services by both families and government
- Long-term economic benefit of quality early care and learning

This report also includes important results of a telephone survey conducted as part of the original study in 2006 and still considered reliable and relevant in 2010. This includes:

- Attitudes on the importance of state funding for early care and learning services
- Availability of high-quality, affordable early care and learning services

# What We Know about the Early Care and Learning Workforce

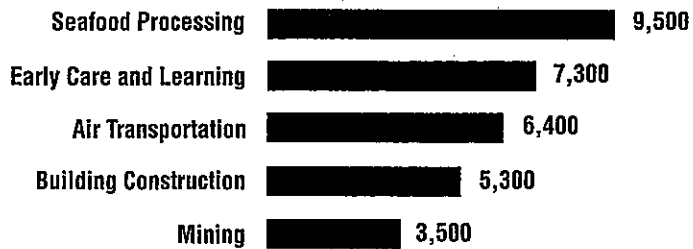
## Size and Distribution of Sector

Alaska's early care and learning direct workforce currently numbers 7,300 compared to 6,500 estimated in 2005. This includes individuals working at child care centers, family child care, Head Start, private and public preschool and pre-kindergarten, infant learning programs and other early childhood settings. Counting indirect employment, the total increases to 8,400, compared to 7,400 reported for 2005.

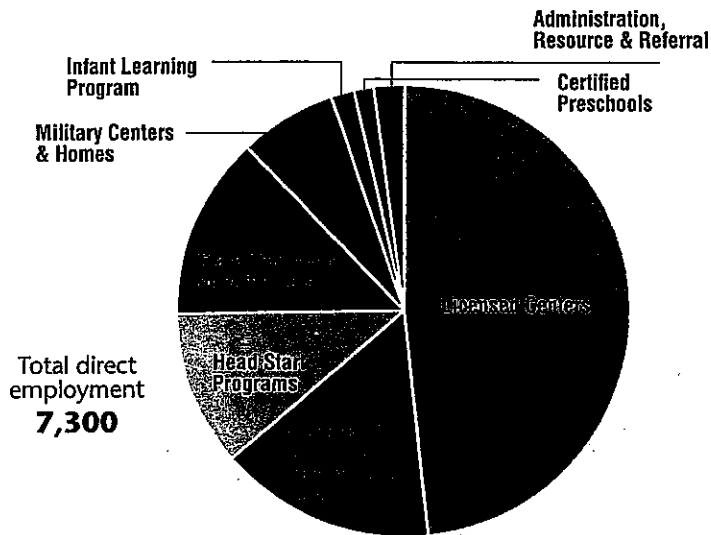
The estimate of 7,300 workforce participants is derived from a variety of sources and is considered a conservative estimate. For instance, it does not include an unknown number of at-home providers who care for four or fewer unrelated children or at-home providers caring for any number of related children.

No license is required for these categories of providers.

Number of Employees by Workforce Sector



The Early Care and Learning Sector

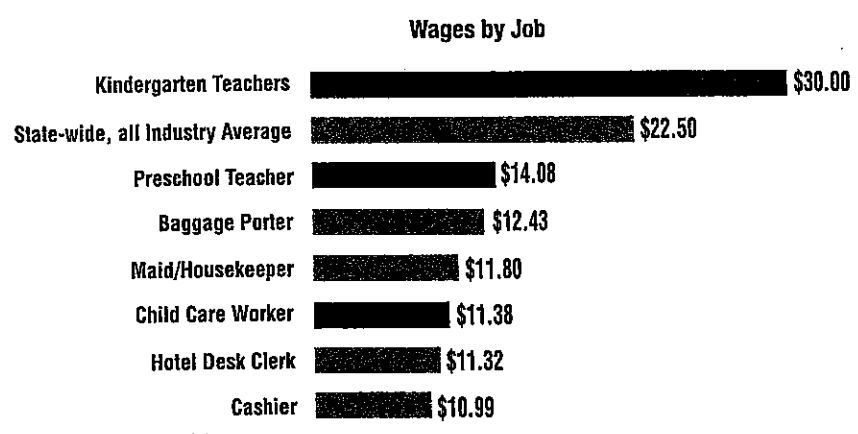


Educational Department of Early Care & Learning, Service for Alaska - 2011 | Uoodane

	2005	2009	% increase
Early Care and Learning Jobs (Direct and Indirect)	7,400	8,400	14%
Early Care and Learning Total Wages (Direct and Indirect)	\$124 million	\$150 million	21%

### Sector Wages

Despite the responsibility of individuals employed in the early care and learning sector, compensation is very low. Department of Labor and Economic Development (DOLWD, 2009) payroll data indicates the average monthly wage of an individual employed in this sector was \$1,494. The average monthly wage overall in Alaska for this same time period was \$3,886, over 2.5 times what someone employed in early care and learning earns.



To put this in further context, the average salary of a private sector child care worker or preschool teacher is less than half the average salary of a kindergarten teacher. The early care and learning field lacks a compensation structure to reward increased credentials and professional development. As

a result, even when private sector child care workers and preschool teachers have the same credentials, their compensation remains low compared to pre-K and kindergarten teachers in the public school system.

Child care workers earn wages equivalent to some of the lowest-paying jobs in the economy.

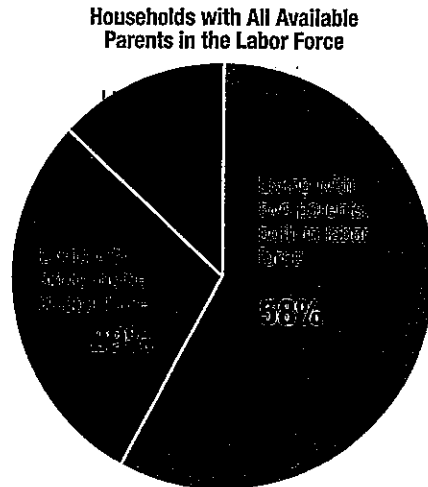




## What We Know about Working Families

Simply put, the availability of affordable, high-quality early care and learning services allows parents to remain in the workforce, if they need or elect to do so. In 2009, there were 69,199 children under six years of age in Alaska (DOLWD). Of these children, 62% (43,000) lived in households where all available parents were in the labor force, whether families were dual-income or single-parent.

Early care and learning services make it possible for 32,300 Alaskans to participate in the labor force (one adult for each household with children under six years of age where all parents are in the labor force). This accounts for 10% of the Alaska resident workforce. Assuming these working parents also account for 10% of all Alaska resident wages, their total annual wages are just over \$1.1 billion. This indicates an average of \$35,300 per family in additional Alaska annual income.



	2005	2009	% increase
Alaskans in workforce due to availability of child care	29,400	32,300	10%
Contribution to household income	\$350 million	\$1.1 billion	23%

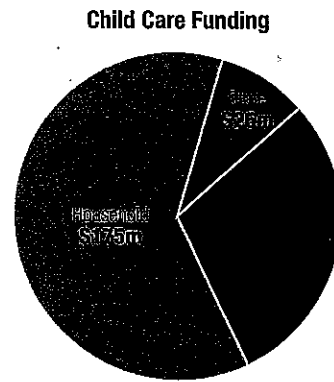
## What this Means for Alaska

Mounting evidence shows that the availability of quality early care and learning is critical to building and maintaining a viable state economy. The economic impact of the early care and learning sector includes jobs for thousands of Alaskans, millions of dollars in spending by household and governments, and indirect contributions.

- **7,300 directly employed** in early care and learning workforce
- **\$150 million** generated in direct and indirect early care and learning **workforce payroll**
- **32,300 Alaskans in the labor force** as a result of availability of early care and learning services
- Adding **\$1.1 billion to earned wages** (average of \$35,300 per family based on statewide averages)

## What We Know about Spending on Early Care and Learning Services by Families and Government

There are two sources of spending on early care and learning services — the money individual families pay for these services and the money spent by federal and state government. Households in Alaska spend an estimated \$175 million annually on early care and learning services for children under six years of age. Government spends \$109 million with \$83 million of that contribution coming from federal funding and \$26 million from state funding.



According to the 2010 report, "Parents and the High Cost of Child Care" released by the National Association of Child Care Resource and Referral Agencies (NACCRRA), since 2000, the cost of child care has increased twice as fast as the median income of families. The updated 2010 report provides interesting data about the cost of child care services by state. The report also compares child care costs with the cost of attending state higher education institutions.

### Cost of Care in Alaska

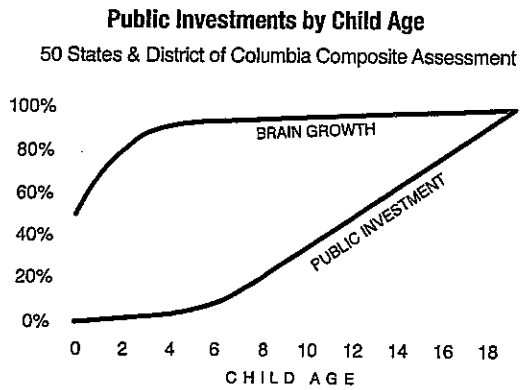
Average annual cost for infant in 2009	Average annual cost for 4-year-old in 2009	Average tuition and fees at state university
\$8,904	\$8,238	\$4,920

## What We Know about Long-term Economic Benefits of Quality Early Care and Learning

Economists from various academic, business and government organizations have applied new economic models to early care and education and generated dollar figures for what investments in early childhood services can yield for the economy in the short- and long-term. There are now several long-term studies that have followed graduates of early learning programs through adulthood and documented significant savings in the area of remedial education, school drop-outs, welfare, and crime. The studies conclude that improvements to social and emotional well-being yield greater returns than a focus exclusively on cognitive gains. (Dana E. Friedman, Ed.D. for the Early Childhood Funders' Collaborative, "The New Economics of Preschool, 2004.")

Benefits of high quality early care and learning opportunities include:

- Increased earning capacity due to higher educational attainment
- Increased tax revenues as a result of higher paying jobs
- Reduced criminal justice system costs
- Reduced welfare costs
- Reduced spending for remedial services in schools



While 85% of the brain's core structure (size, growth, and much of its hard wiring) is developed by age four, less than 4% of public investments in education and development are made by that time. The implication is the earlier the investment on early education, the higher the return on investment will be.

Source: "Early Learning Left Out: Building an Early Learning Childhood System to Secure America's Future," *Voices for America's Children*, June 2010.

### What Alaskans Think about State Funding for Early Care and Learning

In 2006, McDowell Group conducted a telephone survey about support of state funding for early care and learning services in Alaska. The results showed that Alaskans place a priority on funding for these services:

- 87% of households think it is important or very important for state government to provide financial support for early care and learning services.
- The number increases to 94% for households with children under six years of age.
- Urban and rural residents alike support funding for early care and learning.

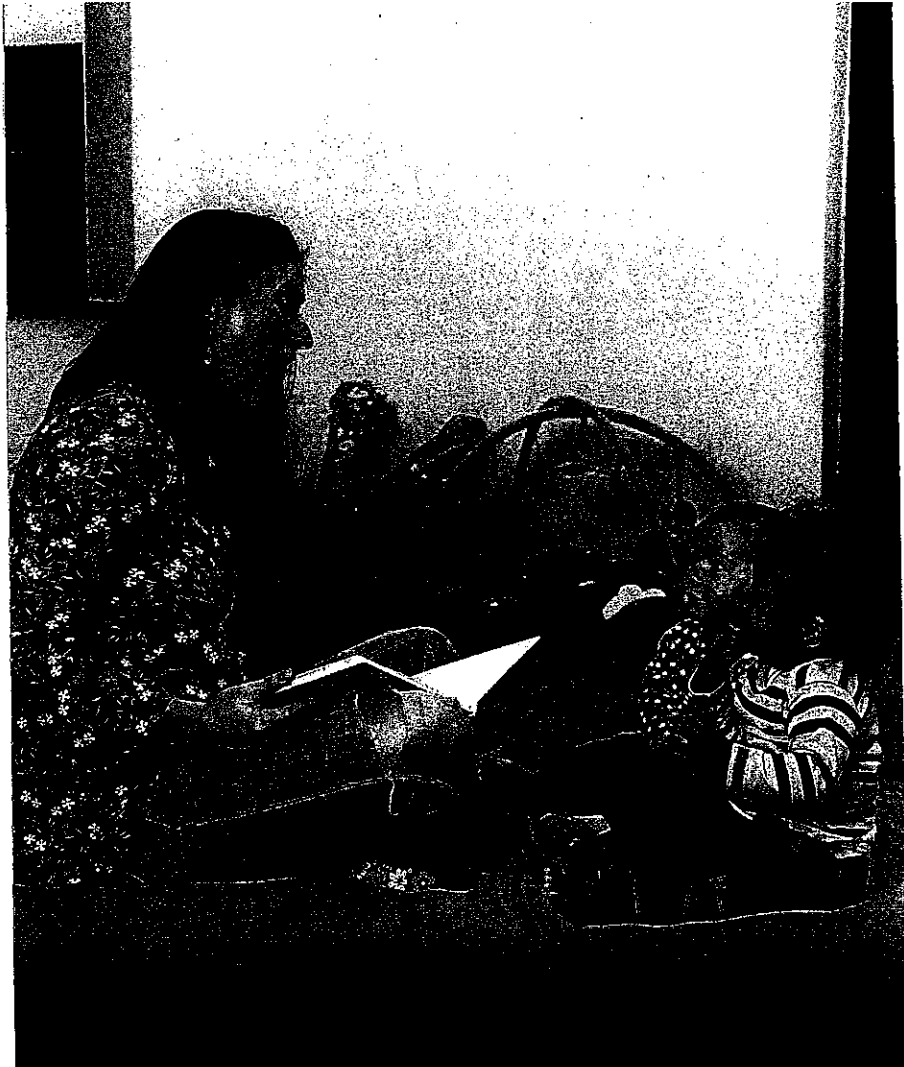
### What Alaskans Say about the Impact on Families

The 2006 survey indicated how the early care and learning sector directly impacts households with a child under the age of six:

- 45% found it difficult or very difficult to find acceptable child care.
- 36% reported that the quality, cost or availability of child care prevented someone in their household from seeking employment or had restricted the number of hours they could work.
- 50% reported that cost had the greatest impact on their ability to find acceptable child care.



Economic Impact of Early Care & Learning Services in Alaska - 2011 | 15



This report is an update of the 2006 McDowell Group, "Economic Impact of Early Education and Child Care Services in Alaska." Funding for this report was provided by:

- Best Beginnings
- Early Intervention/Infant Learning Program, Dept. of Health and Social Services
- thread, Alaska Child Care Resource and Referral Network
- University of Alaska

In addition, SEED acknowledges the following partners for their collaboration on behalf of young children in Alaska:

- Alaska Head Start Association
- Alaska Association for the Education of Young Children
- Child Care Program Office and Office of Children's Services, Dept. of Health and Social Services
- Head Start Collaboration Office, Dept. of Education and Early Development
- King Career Center, Early Childhood Education
- Municipality of Anchorage, Child and Adult Care Licensing
- Prentice Consulting

## In Conclusion

There are many reasons to invest in early care and learning programs for young children. The focus of this report is on the short and long term economic benefits of doing so. Nobel Laureate James Heckman states:

*Early environments play a large role in shaping later outcomes. Skill begets skill and learning begets more learning. **Early advantages cumulate; so do early disadvantages.** Later remediation of early deficits is costly, and often prohibitively so, though later investments are also necessary since investments across time are complementary. Evidence on the technology of skill formation shows the importance of early investment. At current levels of public support, **America under-invests in the early years of its disadvantaged children. Redirecting additional funds toward the early years, before the start of traditional schooling, is a sound investment in the productivity and safety of our society.***

*"The Productivity Argument for Investing in Young Children," 2006*

# **HOMER PREVENTION PROJECT**

***Our Vision: A community with the capacity to support lasting and meaningful reduction in alcohol abuse***

## **Who Are We?**

The Homer Prevention Project is a collaborative effort formed to reduce alcohol abuse in the Homer and Anchor Point area. Lead agencies in the project include MAPP of the Southern Kenai Peninsula, South Peninsula Hospital, The Center, Haven House, and CICADA. However, the project content is determined by a much broader group of stakeholders that also includes schools, law enforcement, local businesses, other service providers, and interested community members.

## **How is the Homer Prevention Project Funded?**

The Homer Prevention Project is funded by a three year grant from the State of Alaska called a Strategic Prevention Framework State Incentive Grant (July 1, 2011 – June 30, 2014). There are six grantees throughout the State of Alaska, and grant efforts are focused on the reduction of underage drinking and adult heavy/binge drinking in Alaskan communities.

## **What Activities will the Homer Prevention Project Support?**

The Homer Prevention Project is following a 5-step process called the Strategic Prevention Framework. This process includes data collection and needs assessment, building community capacity to support prevention efforts, strategic planning, implementation of environmental community-based prevention strategies, and evaluation of project outcomes. Environmental prevention strategies may include such things as changes in policy, practices, and/or education.

## **How Can I Participate?**

The Homer Prevention Project has a Project Advisory Workgroup to guide the analysis and decision making process for the project. Anyone with an interest in reducing underage drinking and/or adult heavy and binge drinking in our community is invited to participate.

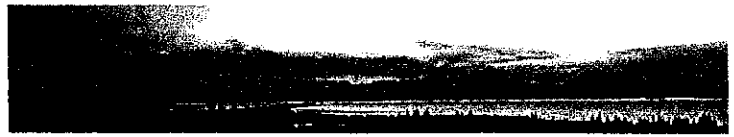
## **How Can I Get More Information?**

Contact Esther Hammerschlag, Project Director, at 235-0570 or [HomerSPFSIG@gmail.com](mailto:HomerSPFSIG@gmail.com).

April 16, 2012

**Project Topic:**

**M.A.P.P.\* of the Southern Kenai Peninsula Communities -**  
**"working together to improve our community health"**



**\* Mobilizing for Action through Planning & Partnerships**

**Project Leads:**

The Center \* CICADA \* Homer Public Health \* Kachemak Bay Campus-KPC/UAA \* Kachemak Bay Research Reserve \* SVT Health Center \* South Peninsula Hospital \* Sustainable Homer

**Project Timeframe & Status:** 2008 - ongoing . The Southern Kenai Peninsula Communities Project came together in November of 2008 to create a partnership from many diverse organizations. The first collaborative, area-wide health assessment was conducted with the goal of identifying opportunities for health improvement and to serve as a catalyst for community action. As a result, a community health improvement plan (CHIP) has been developed and implementation is underway.

**Primary Goal(s):**

- Develop and sustain a healthy community (Define health very broadly, to include not only physical, but mental/emotional, economic, educational, cultural and environmental health).

**Interesting Results:**

- The vision the community of 80 gathered created was "proactive, resilient, innovative community."
- Of the 12 priority themes identified from community input (listed below), the three areas prioritized for the project's first action cycle were 1) **healthy lifestyle choices** (food and food systems, specifically), 2) **substance abuse and domestic violence**, and 3) **connecting community resources**.

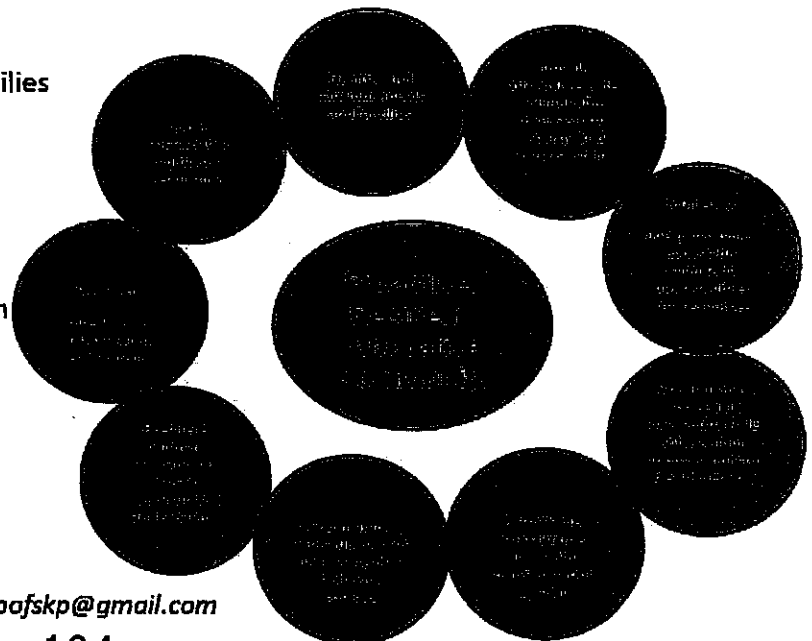
**Project successes:**

- 3-year collaborative project initiated to reduce drinking in 12-21 year olds and reduce heavy and binge drinking in 21-44 year olds in the Homer area.
- 5-year collaborative grant received to create or refurbish 20 "People's Gardens," - collaborative, sustainable gardens that benefit the community.
- Home Visiting services augmented for families with children under 6 years old.
- pop411.org website developed to connect community resources and increase access to updated services.
- Increased healthy food options at community-wide events.
- Increased advocacy for healthier food options in school meals.
- Surveying youth on their strengths and challenges.

**Priority Themes:**

- Recreation
- Addressing violence and substance abuse in families
- Public transportation
- Community resources
- Healthy lifestyle choices
- Encourage sustainable businesses
- Local Public Health System Coalition
- Organizational collaboration and communication
- Expand vocational education
- Identify youth needs and wants
- Arts & Culture
- Affordable housing

**Community Vision**



*It takes all of us! There are many ways to be involved.*

Contact: Megan Murphy, coordinator 399-4027 or [mappofskp@gmail.com](mailto:mappofskp@gmail.com)

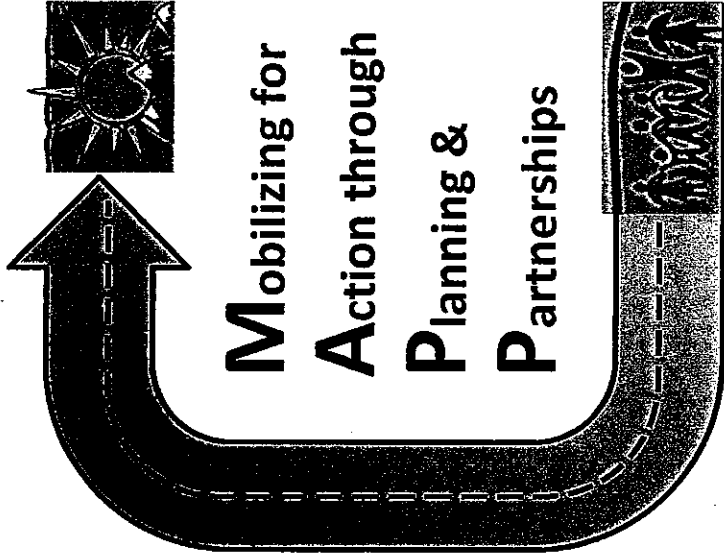
[www.mappofskp.net](http://www.mappofskp.net)

**MAPP of the  
Southern Kenai Peninsula  
Partnering Agencies:**

- AK Family Violence Prevention Project
- AK Small Business Development Center
- Alzheimers Resource Agency of Alaska
- Bunnell Street Arts Center
- The Center
- Center for Alaskan Coastal Studies
- City of Homer
- Cook Inlet Council on Alcohol and Drug Abuse (CICADA)
- Cook InletKeeper
- Families First-Best Beginnings
- Food Pantry
- Homer Chamber of Commerce
- Homer Council on the Arts
- Homer Downtown Rotary Club
- Homer Foundation
- Homer - Kachemak Bay Rotary Club
- Homer Medical Clinic
- Homer News
- Homer Police Department
- Homer Public Health Center
- Homer Senior Citizens, Inc.
- Independent Living Center
- Inner Nature Chiropractic
- Kachemak Bay Campus/Kenai Peninsula College
- Kachemak Bay Conservation Society
- Kachemak Bay Family Planning Clinic
- Kachemak Bay National Estuarine Research Reserve
- Kachemak Heritage Land Trust
- Kenai Public Health Center
- Kenai Peninsula Youth Court
- Kenai Peninsula Borough School District
- Lifeline
- Midtown Café and Refuge Chapel
- Nature Rocks Homer
- Ninilchik Clinic
- Ninilchik Health and Wellness Club
- Ninilchik Indian Housing
- Ninilchik Senior Center
- Ninilchik Tribal Council
- NoFAS (Fetal Alcohol Syndrome) Alaska
- Pratt Museum
- South Peninsula Haven House
- South Peninsula Hospital
- Sprout Family Services
- Sustainable Homer
- SVT Health Center

# MAPP

of the  
**Southern  
Kenai  
Peninsula**



**Mobilizing for  
Action through  
Planning &  
Partnerships**

**YOUR ROADMAP TO  
COMMUNITY HEALTH**

**MAPP:  
Community Potential in Action**

***How to Get Involved***

- Visit our website: [www.mappofskp.net](http://www.mappofskp.net)
- Attend workgroup meetings (see website for contacts & dates)
- Contact MAPP coordinator or other MAPP participants
- Attend a MAPP community meeting
- Get on the newsletter e-list (sign up on the webpage or contact the coordinator)
- Contribute data, stories, or time for MAPP priorities issue areas
- Share your project that addresses any of the MAPP priority issues; working together expands our results!

**For more information:**

Contact the MAPP coordinator,  
Megan Murphy  
at [mappofskp@gmail.com](mailto:mappofskp@gmail.com)  
or call (907) xxx-xxxx.

**[www.mappofskp.net](http://www.mappofskp.net)**

MAPP office:  
1230 Ocean Drive, Homer  
(907) 235-0570

**Imagine** a community taking charge of health issues together.

**Imagine** a community vision that defines public health so broadly that it includes not only physical, but mental, emotional, economic, educational, cultural and environmental health.

**Imagine** all organizations, community members, and different disciplines truly collaborating to focus on the same issue.

## Mobilizing for Action through Planning and Partnerships

With over forty organizations participating and numerous individuals, that is what is happening with MAPP of the SKP (Southern Kenai Peninsula) Communities.

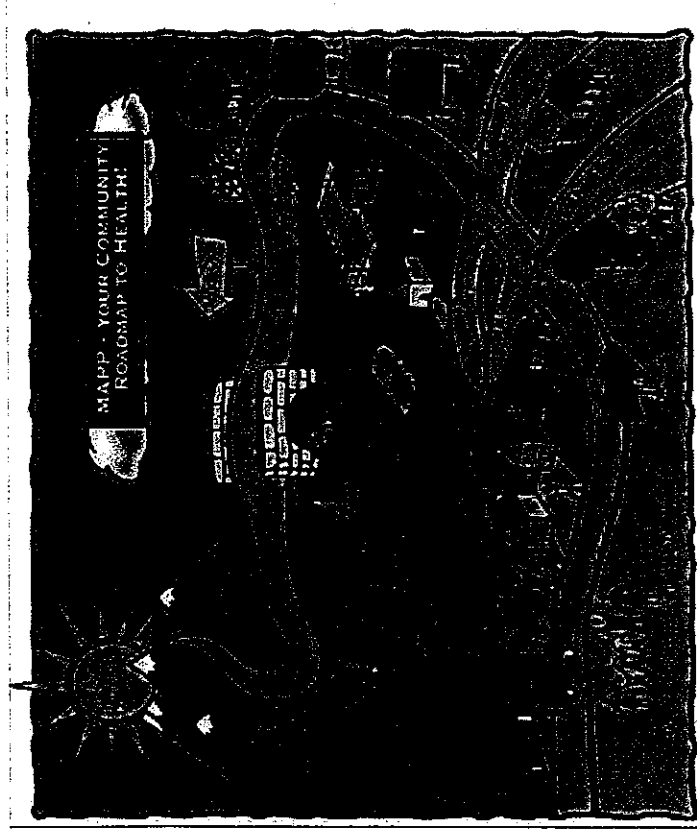
We are committed to forming new and creative partnerships to improve the health of our community.

Our vision is a **proactive, resilient, innovative community.**

## How do you Mobilize for Action through Planning and Partnerships?

### MAPP of the Southern Kenai Peninsula Organizing and Assessing

Since 2008, MAPP of SKP has been working together to gather data about our communities and develop partnerships.



#### Identifying Issues

Three priority issues were chosen to work on collectively, collaboratively:

- Healthy Lifestyle Choices
- Connecting Community Resources
- Addressing Substance Abuse and Domestic Violence

#### Formulating Goals and Strategies

Collaborative workshops have been working on each issue since 2010. The strategies and action plans created are all part of the resulting

#### Community Health Improvement Plan

You can see this plan and connect with workshops on our website.

## You follow the MAPP!

- #1 Organize for success, develop partnerships
- #2 Assess community's strengths and needs
- #3 Identify strategic issues
- #4 Formulate goals and strategies
- #5 Evaluate and implement plans

#### Evaluate and Implement = Action!

MAPP workshops meet monthly throughout the year to directly address issues and MAPP has community meetings for everyone together to see the successes and progress we have made through collective action.

Learn more at our website:  
[www.mappofskp.net](http://www.mappofskp.net)



**ANNOUNCEMENTS  
PRESENTATIONS  
BOROUGH REPORT  
COMMISSION REPORTS**



CITY OF HOMER  
HOMER, ALASKA

**MAYOR'S PROCLAMATION**

*Week of the Young Child*  
*April 21-28, 2012*

WHEREAS, All young children need and deserve high-quality early learning experiences that will prepare them for life; and

WHEREAS, Positive and purposeful parenting, high quality and accessible child care and early education programs build strong brains during the critical years from birth to 5; and

WHEREAS, Studies and research continue to reinforce that preparing babies and young children to succeed in school and life has profound impacts on building a strong and vibrant economy; and

WHEREAS, Families First: A Best Beginnings Partnership and other local Homer organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child; and

WHEREAS, These organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Homer and outlying areas; and

WHEREAS, Teachers, child care providers, and others who make a difference in the lives of young children in Homer deserve thanks and recognition; and

WHEREAS, Public policies that support early learning for all young children are crucial to young children's futures;

NOW, THEREFORE, I, James C. Hornaday, Mayor of the City of Homer, do hereby proclaim:

*April 21 - 28, 2012 as the Week of the Young Child in Homer, Alaska*

And encourage all citizens to work to make an investment in early childhood education in our community.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED the Seal of the City of Homer, Alaska, to be affixed this 23<sup>rd</sup> day of April, 2012.

CITY OF HOMER

\_\_\_\_\_  
JAMES C. HORNADAY, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, CMC, CITY CLERK



# *Mayor's Proclamation*

*Municipal Clerks Week  
April 29 - May 5, 2012*

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, Mayor and City Council and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, James C. Hornaday, Mayor of the City of Homer, do hereby proclaim the week of April 29 – May 5, 2012 as:

## **MUNICIPAL CLERKS WEEK**

and encourage all residents to take advantage of the variety of information, records assistance and services that the City Clerk's Office provides.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE Seal of the City of Homer, Alaska to be affixed this 23<sup>rd</sup> day of April, 2012.

CITY OF HOMER

\_\_\_\_\_  
JAMES C. HORNADAY, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, CMC, CITY CLERK



# PUBLIC HEARING(S)





# ORDINANCE(S)



**ORDINANCE REFERENCE SHEET**  
**2012 ORDINANCE**  
**ORDINANCE 12-17**

**Emergency Ordinance 12-16**, An Emergency Ordinance of the City Council of Homer, Alaska, Appropriating \$30,000 from the Port and Harbor Reserves to Make Emergency Repairs and/or Replace Damaged Float Piles in the Homer Harbor and Authorizing the City Manager to Execute a Change Order to the Existing Contract with Pacific Pile and Marine to Conduct the Harbor Float Piling Repair and Replacement Work in an Amount Not to Exceed \$30,000.

Sponsor: City Manager

1. City Council Regular Meeting April 23, 2012 Introduction
  - a. Memorandum 12-068 from Port and Harbor Director as backup



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**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**EMERGENCY ORDINANCE 12-17**

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, APPROPRIATING \$30,000 FROM THE PORT AND HARBOR RESERVES TO MAKE EMERGENCY REPAIRS AND/OR REPLACE DAMAGED FLOAT PILES IN THE HOMER HARBOR AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER TO THE EXISTING CONTRACT WITH PACIFIC PILE AND MARINE TO CONDUCT THE HARBOR FLOAT PILING REPAIR AND REPLACEMENT WORK IN AN AMOUNT NOT TO EXCEED \$30,000.

WHEREAS, R and S floats in the Homer harbor have pilings that are severely damaged from corrosion to the point that their structural integrity may be in question; and

WHEREAS, Quick repair and replacement actions are necessary in order to avoid potential liability, loss of revenue, loss of service to customers, and a potential closure of these floats; and

WHEREAS, The damage to these piles is known to the Council, the Port and Harbor Commission, and the Harbor Improvement Committee and the work is part of the proposed improvements to be financed by grants and the sale of revenue bonds; and

WHEREAS, The piles are in such bad condition that it is not advisable to wait until the Fall of 2013 to replace them; the likely scenario if Council relies on grants and a bond sale; and

WHEREAS, The Council recently adopted Resolution 12-028 which awarded a contract to repair damaged fenders on the Deep Water Dock to Pacific Pile and Marine; and

WHEREAS, Pacific Pile and Marine will be bringing a barge with a mounted crane to Homer to do the fender work and this equipment is uniquely suited to do the work in the harbor on the damaged piles; and

WHEREAS, A change order to the existing contract for fender repair to include repair of the damaged piles would save money by eliminating mobilization costs and address a potential public safety issue in an expedited manner; and

WHEREAS, An emergency appropriation allows the company to plan for and if necessary, acquire materials prior to its arrival in Homer next week; and

WHEREAS, The City Attorney has indicated that if the City pays for this work from its own depreciation funds, it may be possible to reimburse the fund with bond sale proceeds later.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOMER:

Section 1. The Homer City Council hereby appropriates \$30,000 from the Port and Harbor depreciation reserves for emergency repairs to float piles in the Homer harbor as follows:

<u>Expenditure</u>	<u>Description</u>	<u>Amount</u>
<u>Account No.</u>		
456-380-5261	Float Repair and Replacement	\$30,000

Section 2: This ordinance is a budget amendment only, is not of a permanent nature, and shall not be codified.

Section 3: The Council finds that an emergency exists for the reasons stated above and to protect public health and safety.

Section 3. Upon enactment, the City Manager is authorized to execute a change order to the existing contract with Pacific Pile and Marine to conduct the harbor float piling repair and replacement work in an amount not to exceed \$30,000.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

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:

93 Reviewed and approved as to form:  
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98 Walt Wrede, City Manager  
99 Date: \_\_\_\_\_  
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\_\_\_\_\_  
Thomas F. Klinkner, City Attorney  
Date: \_\_\_\_\_







# City of Homer

## Port / Harbor


4350 Homer Spit Road  
Homer, Alaska 99603-8005

Telephone (907) 235-3160  
Fax (907) 235-3152  
E-mail [port@ci.homer.ak.us](mailto:port@ci.homer.ak.us)  
Web Site <http://port.ci.homer.ak.us>

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### MEMORANDUM

12-068

TO: HOMER CITY COUNCIL & CITY MANAGER WALT WREDE  
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER   
DATE: APRIL 17, 2012  
SUBJECT: EMERGENCY REPAIRS TO R & S FLOAT PILINGS

#### Background

In my last presentation regarding harbor improvements to City Council there was a slide showing a piling on R Float that had a large hole in it. Staff has been working on the problem this spring in an effort to find a workable solution to this serious safety hazard. We have identified three pilings on R and S floats that must be dealt with as soon as possible.

Port Maintenance confirmed that we already have replacement piling in our stockpile suitable for this task. Pacific Pile and Marine, the company who won the bid for making repairs to the Deep Water Dock Fender Repair, has given us a bid to replace the effected piles using their crane and barge while it is here on contract. The only way to perform a repair to pilings in the harbor is with a barge-mounted crane. It is to our advantage to get this work done while they are on the job as it will save the Enterprise mobilization costs under a new contract.

#### Recommendations

Authorize staff to issue a change order to the Deep Water Dock Fender Repair project, changing the scope of work to include replacing up to three but no more than four pilings identified by the Public Works Director and Port Maintenance staff.

Fiscal Note: GL 456-380-5261



**ORDINANCE REFERENCE SHEET**  
**2012 ORDINANCE**  
**ORDINANCE 12-18**

An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget to Allow for the Completion of the 2012 Streets Repaving Project Utilizing Homer Accelerated Roads and Trails Program (HART) Funds in an Amount Not to Exceed \$900,000.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting April 23, 2012 Introduction
  - a. Memorandum 12-065 from Public Works Director as backup
  - b. Draft Costs Proposal



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Public Works Director

5 ORDINANCE 12-18

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,  
8 ALASKA, AMENDING THE 2012 OPERATING BUDGET TO  
9 ALLOW FOR THE COMPLETION OF THE 2012 STREETS  
10 REPAVING PROJECT UTILIZING HOMER ACCELERATED  
11 ROADS AND TRAILS PROGRAM (HART) FUNDS IN AN  
12 AMOUNT NOT TO EXCEED \$900,000.

13  
14 WHEREAS, Periodically, Public Works coordinates the repaving of roads where the  
15 pavement has reached its useful life (20-30 years old), including grinding of existing pavement  
16 and resurfacing; and

17  
18 WHEREAS, Public Works has successfully completed similar projects in 2006 and 2009  
19 utilizing HART funds; and

20  
21 WHEREAS, The Port and Harbor Department has requested that Ice Dock Road be  
22 paved and pavement be extended on Fish Dock Road; and

23  
24 WHEREAS, Public Works has inspected pavement conditions on all City maintained  
25 roads and recommends that seven road sections be resurfaced (see Memorandum 12-065) and  
26 estimated the cost of each.

27  
28 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

29  
30 Section 1. The FY 2012 Operating Budget is hereby amended by appropriating not more  
31 than \$900,000 from the Homer Accelerated Roads and Trails Program funds for completing the  
32 2012 Street Repaving Project.

33  
34 Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
160-766	Homer Accelerated Roads & Trails Program (HART)	\$900,000

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

41  
42 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of  
43 \_\_\_\_\_, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

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54 ATTEST:

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59 JO JOHNSON, CMC, CITY CLERK

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62 YES:

63 NO:

64 ABSTAIN:

65 ABSENT:

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67 First Reading:

68 Public Hearing:

69 Second Reading:

70 Effective Date:

71  
72 Reviewed and approved as to form:

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74  
75 Walt E. Wrede, City Manager

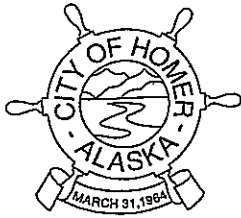
Thomas F. Klinkner, City Attorney

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

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

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## CITY OF HOMER

### PUBLIC WORKS

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170

FAXSIMILE (907)235-3145

EMAIL: [jjonker@ci.homer.ak.us](mailto:jjonker@ci.homer.ak.us)

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### MEMORANDUM 12-065

**To:** Walt Wrede, City Manager  
**From:** Jan C. Jonker, Superintendent  
**Thru:** Carey Meyer, PW Director  
**Date:** 16 April 2012  
**Subject:** PROPOSED STREETS REPAVING PROGRAM - 2012

---

#### Discussion

In 2006 & 2009 the Public Works Department successfully completed two much needed repaving projects which encompassed (9) streets totaling 3.45 miles. The majority of these streets were originally paved in 1983/84 era.

We are again proposing a 2012 Repaving Project which will include another (4) streets which also were originally paved in 1983/84 and (2) streets that were originally paved in 1991/93. We will also, as requested by Port & Harbor, include the paving of Ice Dock Road and the pavement extension of Fish Dock Road.

#### Project Costs Estimates

A. Streets Repaving:	\$542,225	(includes design, admin and construction costs)
B. Port/Harbor Paving:	<u>\$339,725</u>	(includes design, admin and construction costs)
<b>Total Combined Project:</b>	<b>\$881,950</b>	

Attached please find two spreadsheets with detailed project costs estimates.

#### Recommendation

1. Expend an amount "not to exceed" \$900,000.00 this fiscal year from the H.A.R.P. fund for the design & construction to include grinding of existing asphalt and repave the streets and Port/Harbor work as identified on the attached spreadsheets.

#### Fiscal Note

Currently the HARP Fund contains approximately \$5.19 million dollars as of end of year 2011.





**City of Homer - Public Works Department  
2012 Roads Repaving Program**

Road Name	Year Paved	From	To	Asphalt Condition	Roadway Length Linear Feet	Pavement Width Feet	Total Sq Yds	Priority 1 Group "A"
Klondike Ave.	1983/84	Heath Street	Lucky Shot	poor	680	24	1,813	
Smokey Bay Way	1983/84	Lake St	Ben Walters Lne	poor	570	24	1,520	
Fairview Ave (1)	1991	Bartlett St	Mulliken St	poor	1,600	26	4,622	
Fairview Ave (2)	1983/84	Main St	Hohne St	poor	650	24	1,733	
Towne Hgts Lne	1991	Mountain View	Islandview Ave	poor	645	24	1,720	
Greatland Street	1983/84	Pioneer Ave.	150' South	poor	150	24	400	
Airport Rd.	1993	Intersection w/ Spit Rd		poor	100	32	356	
					<b>4,395</b>	<b>Total</b>	<b>12,164</b>	<b>2012</b>

Early Spring Street	1983/84	Mark White Ave.	Aspen Lane	good	650	24	1,733	
Main Street	1983/84	Bunnell Ave.	Charles Way	good	300	24	800	
Mark White Ave.	1983/84	Rochelle Road	Early Spring St.	good	310	24	827	
Smokey Bay Way	1983/84	Lee Street	Ben Walters Lne.	good	650	24	1,733	
					<b>1,260</b>	<b>Total</b>	<b>3,360</b>	<b>Priority 2 Group "B" 2014</b>

**Estimated Construction Cost**

Estimated Construction Costs (grind 4" depth, regrade, adjust utilities & repave @ 2" new asphalt)

**Group "A" Roads - Repave**

Street Name	Total Sq Yds	Grind @ \$5.25/sy	Regrade @ \$0.50 / sy	Level Course (300 ton) @\$50 / ton	2" AC Repave @ \$17.50/sy	Adjust SSMH (14 SSMH"s) \$500 ea	Adjust Valve Box (12 GV"s) \$500 ea	Striping @1.25/ff	Mobe @ 20% Const.	Total Estimated
Klondike Ave.	1,813	\$ 9,520.00	\$ 906.67	\$ 2,000.00	\$ 31,733.33	\$ 2,500.00	\$ -	\$ 3,781.25	\$ 9,332.00	\$ 55,992.00
Smokey Bay Way	1,520	\$ 7,980.00	\$ 760.00	\$ 2,000.00	\$ 26,600.00	\$ 1,000.00	\$ 1,500.00	\$ 3,781.25	\$ 7,968.00	\$ 51,589.25
Fairview Ave (1)	4,622	\$ 24,266.67	\$ 2,311.11	\$ 2,500.00	\$ 80,888.89	\$ 1,000.00	\$ 3,500.00	\$ 3,375.00	\$ 22,893.33	\$ 140,735.00
Fairview Ave (2)	1,733	\$ 9,100.00	\$ 866.67	\$ 2,500.00	\$ 30,333.33	\$ 500.00	\$ -	\$ 3,312.50	\$ 8,660.00	\$ 55,272.50
Towne Hgts Lne	1,720	\$ 9,030.00	\$ 860.00	\$ 1,000.00	\$ 30,100.00	\$ 1,500.00	\$ 500.00	\$ -	\$ 8,598.00	\$ 51,588.00
Greatland St.	400	\$ 2,100.00	\$ 200.00	\$ 2,500.00	\$ 7,000.00	\$ 500.00	\$ 500.00	\$ -	\$ 2,560.00	\$ 15,360.00
Airport Rd. Int.	356	\$ 1,869.00	\$ 178.00	\$ 2,500.00	\$ 6,230.00	\$ 500.00	\$ 500.00	\$ -	\$ 2,355.40	\$ 14,132.40
<b>Totals</b>	<b>12,165</b>	<b>\$ 63,865.67</b>	<b>\$ 6,082.44</b>	<b>\$ 15,000.00</b>	<b>\$ 212,885.56</b>	<b>\$ 7,500.00</b>	<b>\$ 6,500.00</b>	<b>\$ 10,468.75</b>	<b>\$ 62,366.73</b>	<b>\$ 384,669.15</b>

Traffic Control LS \$ 5,000.00  
 Total Construction \$ 389,669.15  
 10% Contingency \$ 38,966.92  
 Grand Total Construction \$ 428,636.07

**Estimated Total Project Costs (construction, design & admin overhead)**

Construction Costs	\$ 428,636.07
Design/Inspect @ 10%	\$ 42,863.61
Admin @ 15%	\$ 70,724.95
<b>Total Pave/Repave Project</b>	<b>\$ 542,224.62</b>

**City of Homer - Public Works Department  
2012 Roads Repaving Program**

**Port/Harbor Paving**

	Total Sq Yds	2" Level Course Tons	Level Course @ \$50 / ton	2" AC @\$17.50/sy	Storm Drain Lump Sum	SD Detention Lump Sum	Adjust SSMH \$500 ea	Adjust Valve Box \$500 ea	Mobe @ 20% Const.	Total Estimated
Ice Dock Road	1,120	250	\$ 12,500.00	\$ 19,600.00	\$ 30,000.00	\$	\$ 500.00	\$ 2,000.00	\$ 12,920.00	\$ 77,520.00
Fish Dock Road	1,250	400	\$ 20,000.00	\$ 21,875.00	\$ 65,000.00	\$ 25,000.00	\$ 1,500.00	\$	\$ 26,675.00	\$ 160,050.00
<b>Totals</b>	<b>2,370</b>	<b>650</b>	<b>\$ 32,500.00</b>	<b>\$ 41,475.00</b>	<b>\$ 95,000.00</b>	<b>\$ 25,000.00</b>	<b>\$ 2,000.00</b>	<b>\$ 2,000.00</b>	<b>\$ 39,595.00</b>	<b>\$ 237,570.00</b>

**Total Construction \$ 237,570.00**  
**10% Contingency \$ 23,757.00**  
**Grand Total Construction \$ 261,327.00**

Construction Costs \$ 261,327.00  
Design/Inspect @ 15% \$ 39,199.05  
Admin @ 15% \$ 39,199.05  
**Total Pave Project \$ 339,725.10**

**Grand Total Pave / Repave Projects**

PW Streets Repave \$ 542,224.62  
Port/Harbor New Pave \$ 339,725.10  
**Grand Total Project \$ 881,949.72**



# CITY MANAGER'S REPORT



**MANAGERS REPORT**  
**April 23, 2012**

**TO:** MAYOR HORNADAY / HOMER CITY COUNCIL

**FROM:** WALT WREDE



UPDATES / FOLLOW-UP

**NATURAL GAS UPDATE**

This Legislative capital budget this year once again contains funding for construction of a natural gas transmission line from Anchor Point to Homer. As some of you know, it was a wild and bumpy ride getting there, to say the least. The Legislative grant funding will come to the City of Homer and the amount is \$8.15 Million. Combined with the \$2.5 Million local match, (raised through the \$1.00 per mcf tariff increase), this will be enough to construct the project.

We are optimistic that the Governor will not veto this line item again. I say that for several reasons. First, he has stated in a letter to the Mayor, in a press interview, and in other conversations, that he was pleased with Homer's willingness to contribute to the cost of the transmission line and its progress in planning for the distribution system. Second, he has stated that he is unlikely to veto many projects, if any this year, because the Legislature stayed within the agreed upon budget caps. So, hold on Homer. It looks like getting natural gas to the area is much closer than it ever has been before. If the Governor does not veto this item, construction work could start as early as this fall.

Now is the time to really focus on whether the City Council wants to participate and provide financing for the local distribution system. Anchor Point and Kachemak City have already decided to do so. The Borough has established a 200 plus lot LID in Anchor Point and there is discussion about more.

We have talked about this issue in workshops and last year a special committee discussed the topic but did not make specific recommendations. Council has adopted several ordinances that put the City into position to accept gas utility line construction and to finance construction if it chooses. The next big decision, and it is becoming increasingly urgent, is if and how the Council will provide financial assistance to its businesses and residences so that they can hook up quickly. If the Council decides to move ahead with an LID or other financing strategy, the goal would be to have it approved and in place by this fall so that cost estimates will be locked in place and Enstar can make construction plans for the 2013 construction season.

Attached is a copy of a memorandum that I prepared for the workshop we had back in February. Since that time, there have been a number of new developments. They include:

- Enstar has provided cost estimates for three separate build-out scenarios. One is for the “core area”, one for the entire City limits, and one for the core area plus a loop that includes West Hill Road, Skyline Drive, and East Hill Road.
- The City Attorney has determined that lots which front the main transmission line being financed by the State cannot be included in an LID. This is important because there are many such lots and the street main construction costs will be borne by the other properties in the LID. This will drive up the cost per lot from prior estimates.
- The Legislature adopted SB 25. This bill allows AIDEA to provide direct loans for gas pipeline construction and it may provide an alternative source of low interest loans for the distribution system, potentially saving lots of money in bond closing costs and interest payments.
- The Economic Development Commission recently adopted a motion recommending that the Council finance construction of the distribution system using an LID and that the LID encompass the entire town.

Suggested Course of Action:

Step 1. Workshop: The first thing the Council must decide is whether it wants to provide financing for construction of the distribution system. If the answer is yes, then the next question is how. For example, it could simply make LIDs available to any area that wants to petition for them. Or, it could initiate an LID on its own that encompassed the core area or the entire town (or some other variation). There is a lot of information that would need to be considered in making this decision (maps, cost estimates, amortization schedules, etc.). That is why I suggest a workshop first, so that the Council can have as much information available to it as possible before making decisions. This workshop should be widely advertised and perhaps a public hearing might be added to the regular meeting agenda.

Step 2. Initiate an LID under HCC 17.04.040. There are advantages to the Council initiating an LID rather than waiting for individual neighborhoods to get organized. If the Council adopted a resolution initiating an LID under HCC 17.04.040, it would set in motion a whole chain of events including community meetings, development of a specific improvement plan, public hearings, more votes by the Council and so on. The ordinance would be followed from that point on.

I look forward to discussing this issue during the Manager’s Report and perhaps during the Committee of the Whole, if there is time.

ATTACHMENTS

1. February 6 Memorandum
2. Ordinance 12-15



## NATURAL GAS DISTRIBUTION SYSTEM DISCUSSION POINTS

### CITY COUNCIL WORKSHOP FEBRUARY 6, 2012

#### Introduction

The purpose of this paper is to provide a framework for discussion at the Council workshop on February 6. We only have two hours for the discussion so it will be important for us to stay focused on the major issues and decisions that are before the Council regarding the gas distribution system. This paper is broken into five sections entitled The Big Questions, Financing Mechanisms, Borrowing Options, Road Map to Success, and Other Topics for Discussion.

#### The Big Questions

***Should the City Provide Financing for the Distribution System?*** This is probably the most basic and fundamental question. If the answer is yes, then we have a lot of work to do and we need to get going as soon as we can. If the answer is no, then we are done. End of discussion.

An argument can be made that the City should do nothing. Enstar already has a mechanism and process in place for extending service that is approved by the RCA. It is not hard to envision the distribution build-out happening naturally once the gas is here. Things like the free main allowance and the location of the big consumers who are likely hook up quickly would contribute to this scenario. The City would be assuming risk, substantial administration effort, and a significant debt load if it participated and ownership of the financed infrastructure would end up resting with a private corporation.

On the other hand, there are powerful arguments for City financing and participation. These can be discussed in much more detail at the workshop but they include:

- Easier for local businesses and residences to hook up. Financing with easy terms and good interest rates. Otherwise, all costs must be paid upfront and in full.
- Economic Impact: Big impacts to the economy and the cost of living for local business and residences would occur much more quickly.
- Tariff paid off more quickly: The more people hooked up and paying the tariff, the quicker the proposed \$1.00 per mcf goes away; benefitting everyone.
- Enstar investment: Enstar is a business and projects need to "pencil". The quicker people hook up, the broader the customer base, and the easier it is to justify investing \$2.5 Million upfront for the transmission line, payment of the property taxes for all the new infrastructure, and the expenses necessary for maintenance and operation in the newly served area.
- The Big Picture: Support for the gas line project, from the Governor, to the legislators, to Enstar itself is largely dependent upon the City participating. Support could evaporate if the City does not participate. It is part of the "Homer Plan" that the Governor wanted to see. Enstar's continued support for taking the financial risk may disappear without some assurance that there will be a customer base.

***What is the "Core Area". Why focus on that?***

Enstar has requested that the City identify a "core area" in Homer that would be serviced first. The idea was to identify the area that contained the biggest potential gas consumers and the greatest density. This would provide for a quick return on investment for both the City and Enstar and really jump start the extension of the distribution system. The staff took a shot at identifying a core area using some assumptions and basic criteria. A map was provided to Enstar which then engineered and cost estimated a build-out plan. The proposed build-out plan is in your packet. A big map of the draft core area will be on the wall.

There are several questions to be discussed about the core area. First, there is likely to be great discussion about the boundaries and which streets and/or neighborhoods should be in and which should not. Planning, Public Works, Enstar, and the financing institution will all have recommendations about that. The Council will as well. The map can be easily changed and we expect that it will be.

The second big question is whether we should do the entire town at once (or smaller sections one at a time). There are good arguments for that. They include 1) every Homer resident and business gets the benefit right up front or knows they will get it at some point 2) everybody gets it for the same price, 3) there is less administrative burden if you have one big service area or LID instead of lots of little ones that come on line at different times. The advantages of starting with a large core area is that you capture the easy to do stuff first, you see how it goes, and you decide whether to expand later. There is also less risk involved because the City would be borrowing \$ 6 Million instead of \$12 Million or more.

#### ***What are the Financing Mechanisms?***

See Section 2

#### ***What are the Borrowing Options?***

See Section 3

#### ***How Do we Proceed from Here?***

A suggested road map to success is provided in Section 4.

#### **Financing Mechanisms**

This section contains three options that are available for financing the gas distribution network. The first two are common methods used by municipalities for financing the extension of utilities. The third is an option based upon programs unique to Homer; the HART and HAWSP programs.

#### **Special Service Districts**

A special service district is an area where the City provides a service to a designated part of the City that is not provided to the City at large. A special mil rate is levied on the benefitting properties to pay for the service. In this case, the idea would be that the "core area" would be set up as a special service district and a mil rate levied.

There are advantages and disadvantages to using a special service district in this case. The advantages include the fact that it would be easy to administer and the higher value properties would pay proportionate to the benefit received. The disadvantages include the fact that not everyone would consider it fair if some property owners paid more than others. Tom Klinkner has advised that using property taxes to pay off bonds for infrastructure not owned by the City may be problematic. The biggest disadvantage may be the fact that almost half of the assessed value in the core area, including the biggest potential consumers, is exempt from property taxes. This raises fairness questions. It is unlikely that the City could obtain payment in lieu of tax agreements from all of these properties.

#### Local Improvement Districts

The Council already has experience with local improvement districts. It uses them for the extension of water and sewer service. This is the most common method used for extending utilities and the Borough does this for the extension of gas mains. Under this scenario, the core area would be set up as an LID. Enstar has estimated that the build-out of the core area would cost \$ 6 Million. (please refer to the attachments discussing the free main allowance for the estimated actual costs to the City). There are approximately 2,400 benefitted lots which means that the assessment per lot would be about \$2,500 per lot plus interest and administrative charges.

There are a number of advantages to using an LID. This is a commonly used method and is accepted by financing institutions. According to the Bond Bank and the City attorney, it is particularly well suited here for selling bonds. Another reason is that everybody pays unless the Council chooses to grant exemptions. The primary disadvantage is the fact that a 2,400 lot LID would be a real administrative challenge.

If the Council chooses the LID option, it will have to adopt an ordinance and make decisions about things like exemptions and how the assessment will be applied. I would recommend that the Council initiate the LID itself (HCC 17.04.030 (D)) in order to save time and avoid confusion and unnecessary work both for the City and the property owners.

One idea that I have discussed with both Tom and the Bond Bank is the notion that the City could set up an LID but then defer assessments and pay off the bonds with a dedicated sales tax. Assessments would not have to be paid unless the tax was inadequate to service the loan. Asking the voters if they want to remove the exemption for unprepared foods and dedicate the money to paying off bonds is one idea. The advantages of this are that much of the administrative burden would go away and residents would not have to pay assessments. Under this scenario, it would be good to make it clear when service will be extended to the remainder of the community. A dedicated tax would require a vote.

#### Create a Homer Accelerated Natural Gas Program (HANG).

A program like this would be based upon the model the City has already established with HARP and HAWSP. The City could establish a fund, perhaps with some seed money, and feed it with a dedicated sales tax. The fund could then be used to finance gas main LIDs. This would also require a vote of the people.

The advantages to this approach are that the City could self finance the extension of gas mains and might not have to borrow as much money. It would also provide a recurring source of funds for creating new LIDS. The major downside is that it would delay the build-out and would probably jeopardize the two year core area build-out plan Enstar has talked about.

### Borrowing Options

We have explored a number of borrowing options. The best ones seem to come down to the ones listed below:

#### Special Assessment Bonds

In this case the City would work with a commercial lender who would loan it money for the project. The City would sell special assessment bonds and pledge to make repayment with the property assessment proceeds. This is how it was done in the Mat-Su Borough. The advantages of this approach include the fact that it is a well established procedure and banks are generally more than willing to work with cities on these types of bonds. The disadvantages include the fact that commercial interest rates are likely to be higher, the City's legal costs are likely to be higher, and the City would use its own bond rating, rather than the state, a fact that might drive interest rates higher.

#### Self Financing

The Borough self finances the extension of gas mains into subdivisions. It is able to do this because it has ample reserves and because most of the extension projects are relatively small, like the current one in Anchor Point. In this case, the City does not have the reserves the Borough has and we are talking about extending mains for at least 37 miles of road, the entire downtown core. This is a big project and would require an estimated \$ 6 Million.

The Primary advantage of self financing of course, is that you don't incur debt and pay interest and fees. The downside in this case is that the City would draw its reserves dangerously low and if it only contributed a small amount, like several million, it would really slow things down.

#### Municipal Bond Bank Bonds

A very common method of financing for municipalities is to sell bonds through the Alaska Municipal Bond Bank. The advantages to this approach include a good bond rating, lower administrative and legal costs, and better interest rates. Multiple municipal bond sales are usually grouped together into a large bond sale that is more attractive to investors.

It should be noted that the City cannot sell General Obligation Bonds in this case because G.O. bonds (pledging the full faith and credit of the City) may not be used to finance capital projects that are not owned by the City. Second, these bonds will not be tax exempt municipal bonds for the same reason. They must be taxable bonds which usually mean a higher interest rate.

#### Legislative / Bond Bank Financing

There is precedent for the Legislature to loan money to the Bond Bank which in turn loans it to municipalities to finance capital projects. The State General Fund is invested anyway and there are good arguments for the state to invest in its communities. The advantages to this approach are that the City would avoid the costs of a bond sale and could get a loan at a low interest rate; similar to tax free bonds or even lower. The disadvantage is that this would have to be approved by the Legislature through the capital budget. Therefore, the outcome is uncertain and it might require expending lots of political capital to make it happen. The Council might have to rethink its CIP Priorities and it would certainly want to talk to its delegation before taking any action. In the end, the gain may not be worth the effort.

**RECOMMENDATION:** My recommendation is that the Council 1) participate and finance the extension of the main lines 2) start with the core area with a plan for further expansion 3) choose the LID approach to financing and initiate the LID 4) sell bonds through the Municipal Bond Bank.

#### Road Map / the Way Forward

If the Council is in agreement with the preceding recommendation, then a suggested course of action is presented below to make that happen. If Council does not agree, either entirely or in part, then we can develop a new strategy together. Remember, my primary intent here is to frame and focus the discussion.

February 27: Introduce a resolution expressing the sentiment of the Council re: the proposed tariff

March 12: Introduce an Ordinance amending Title 13 (Standard Construction Practices) and Title 11.20 (Utility Construction in ROW)

March 12 Introduce an Ordinance amending Title 17 (Local Improvement Districts)

March 12 Adopt an Action Plan by Resolution and hold Public Hearing

March 26 Introduce Resolution initiating Core Area LID

April 9 If Desired, Introduce Ordinance Establishing Dedicated Tax and Schedule Election

May 14 Submit Loan Application to Bond Bank

May 14 Adopt a plan for build-out of remainder of City

#### Other Related Topics

1. The proposed tariff; \$1.00 per mcf
2. Support for oil and gas drilling close to Homer



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CITY OF HOMER  
HOMER, ALASKA

Lewis/City Manager

ORDINANCE 12-15

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
REPEALING AND REENACTING HCC CHAPTER 17.04 REGARDING  
SPECIAL ASSESSMENT DISTRICTS.

WHEREAS, The City of Homer enacted HCC 17.04, regarding special assessments, in  
1987; and

WHEREAS, In the years following the adoption of HCC 17.04, the City has found the  
procedures under this code chapter to be cumbersome and difficult for the public to understand;  
and

WHEREAS, It also is necessary to revise HCC Chapter 17.04 to accommodate the  
financing of a wider range of projects, including infrastructure of privately owned utilities.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. HCC Chapter 17.04, Special Assessment Districts, is repealed and reenacted  
to read as follows:

Chapter 17.04

SPECIAL ASSESSMENT DISTRICTS

Sections:

- 17.04.010 Definitions.
- 17.04.020 Purpose of chapter.
- 17.04.030 Assessment authority.
- 17.04.040 Initiation of district.
- 17.04.050 Creation of district.
- 17.04.060 Contract award; Approval of increased costs.
- 17.04.070 Assessment roll.
- 17.04.080 Certification of assessment roll.
- 17.04.090 Payment.
- 17.04.100 Subdivision after levy of assessments.
- 17.04.110 Assessments to be liens.
- 17.04.120 Reassessment.
- 17.04.130 Objection and appeal.
- 17.04.140 Interim financing.
- 17.04.150 Special assessment bonds.
- 17.04.160 Time limit for special assessment districts.
- 17.04.170 Water and sewer connections required.

- 47 17.04.180 Road improvement assessments for lots with two street frontages.  
48 17.04.190 Deferment of assessment payments for senior citizens.  
49 17.04.200 "In lieu of assessment".

50  
51 17.04.010 Definitions. In this chapter:

52 a. "Cost" means all expenses incurred by the city for an improvement, including  
53 without limitation advertising expenses, fees of engineers, architects and surveyors, legal fees,  
54 costs of property acquisition, payments to construction contractors, costs of interim and long-  
55 term financing of the improvement, including costs of issuing bonds and notes, and city  
56 administrative costs.

57 b. "District" means a special assessment district created under this chapter.

58 c. "Improvement" means a capital improvement, including without limitation streets,  
59 sidewalks, alleys and bridges; street lighting; drainage and flood control facilities; sanitary  
60 sewage collection and treatment facilities; water supply and distribution facilities; natural gas  
61 distribution facilities; and parks, playgrounds, public squares and open space.

62 d. "Record owner" means the person in whose name real property is listed on the  
63 property tax roll prepared by the Kenai Peninsula Borough.

64  
65 17.04.020 Purpose of chapter. a. A special assessment district may be created for the  
66 purpose of acquiring, installing or constructing a capital improvement that primarily benefits real  
67 property in the district, in contrast to capital improvements that benefit the entire community and  
68 are paid for with general government resources.

69 b. The purpose of this chapter is to prescribe the procedure for initiating a special  
70 assessment district, authorizing an improvement in a special assessment district, approving and  
71 levying special assessments, payment of special assessments, and the authorization of special  
72 assessment bonds, for public information and administrative guidance.

73  
74 17.04.030 Assessment authority. a. The city may assess all or part of the cost of a capital  
75 improvement against real property benefited by the improvement, whether the property is  
76 privately or governmentally owned, including real property that is exempt from taxation.

77 b. A capital improvement that is provided through a special assessment district may  
78 be owned by the city, a public utility, or another entity that is qualified to own and operate the  
79 capital improvement.

80  
81 17.04.040 Initiation of district. a. A special assessment district may be initiated by:

82 1. Resolution approved by a vote of not less than three-fourths of the council;

83 or

84 2. Petition signatures of the record owners of not less than one half in value  
85 of the real property in the proposed district received by the city clerk within 60 days after  
86 the mailing of the petition to record owners of property in the proposed district. Upon  
87 payment of the nonrefundable filing fee in the city fee schedule established by resolution  
88 of the council, the city clerk shall prepare a petition for distribution by certified mail to  
89 all record owners of property in the proposed district that contains:

90 i. A statement that it is a petition to form a special assessment  
91 district, and describing the capital improvement for which the district is proposed;



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ii. For each property in the proposed district, the Kenai Peninsula Borough tax parcel number and property description, the name and mailing address of the record owner, the current assessed value, and a place for the record owner's signature; and

iii. A statement that to support initiation of the proposed district, the record owner must sign and return the petition to the city clerk within 60 days after the date the petition was mailed

b. Upon adoption of a resolution initiating a special assessment district, or the city clerk's verification that a petition to initiate a district bears sufficient signatures, the city clerk shall

1. Schedule a meeting of record owners of real property in the proposed district, notify the record owners by mail of the date, time and location of the meeting, and include a copy of the notice in the city's regular meeting advertisement, and

2. Refer the proposed district to the city manager, who shall prepare an improvement plan for the district that includes final boundaries for the district, the design of the proposed improvement, a cost estimate for the improvement, the percentage of the improvement cost to be assessed against properties in the district, a method for allocating the assessed cost of the improvement among the properties in the district, the time period over which assessments will be financed, and a preliminary assessment roll for the district.

17.04.050 Creation of district. a. Upon completion of an improvement plan under HCC §17.04.040, the city clerk shall set a time for a public hearing on the necessity of the improvement and proposed improvement plan. Notice of the hearing shall be published at least twice in a newspaper of general circulation in the city, and mailed via certified mail to every record owner of real property in the proposed district not less than 60 days before the hearing.

b. A record owner of real property in the proposed district may file a written objection to the improvement plan with the city clerk no later than the day before the date of the public hearing on the improvement plan. If owners of real property that would bear 50 percent or more of the assessed cost of the improvement file timely written objections, the council may not proceed with the improvement unless it revises the improvement plan to reduce the assessed cost of the improvement that is borne by objecting record owners to less than 50 percent of the assessed cost of the improvement. If the resolution changes the district boundary in the improvement plan, the city clerk shall notify all record owners of property included in the district under the improvement plan of the change.

c. At the noticed date and time, the council shall hold a public hearing on the necessity of the improvement and proposed improvement plan. After the public hearing, the council shall act upon a resolution determining to proceed with the proposed improvement. The resolution shall find that the improvement is necessary, of benefit to the properties to be assessed, and if the district is initiated by petition, that the petition is in proper form and bears sufficient signatures. The findings of the council are conclusive. The resolution shall contain a description of the improvement, the estimated cost of the improvement, the percentage of the cost to be assessed against the properties in the district, and a description of the properties to be assessed.

136 d. If the owners of 100 percent of the real property in the proposed district waive in  
137 writing the notice, protest period and public hearing required under this section, the question of  
138 creating the district may be submitted to the council without such notice, protest period or public  
139 hearing.

140  
141 17.04.060 Contract; Approval of increased costs. a. After a special assessment district  
142 has been created, the city shall contract for the construction of the improvement. If the city will  
143 own the improvement, it shall solicit bids for construction of the improvement. If the city will  
144 not own the improvement, it shall contract with the owner of the improvement to provide for its  
145 construction.

146 b. If the cost of constructing the improvement will exceed 115 percent of the  
147 estimated cost of construction of the improvement in the improvement plan, the city shall not  
148 contract for the construction of the improvement without first:

149 1. Notifying all record owners of property in the district via certified mail of  
150 the increased cost, and

151 2. Within 30 days after the mailing of notice of the increased cost to record  
152 owners of property in the district, receiving written objections from record owners of  
153 property that would bear less than one-half of the cost of the improvement.

154 c. If record owners of property that would bear one-half or more of the cost of the  
155 improvement object in writing to the increased cost, the city will not contract to construct the  
156 improvement. The council either may levy assessments in the district in an amount sufficient to  
157 recover costs incurred for preliminary design and engineering services, or determine that the city  
158 shall assume such costs.

159  
160 17.04.070 Assessment roll. a. After completion of the improvement the council shall  
161 assess costs of the improvement by a method that the council determines will assess each  
162 property in the district in proportion to the benefit that it receives from the improvement.

163 b. The city shall prepare an assessment roll stating for each property in the district  
164 the name and address of the record owner, Kenai Peninsula Borough parcel number, a  
165 description of the property, the amount assessed against the property, and the assessed value of  
166 the property as determined by the Borough Assessor.

167 c. Each property in the district shall be identified and assessed on the assessment roll  
168 in accordance with the legal description of the property at the time the council certifies the  
169 assessment roll; except that where assessments are in an equal amount per parcel (i.e., without  
170 regard to parcel area, dimension or other characteristic), a property that was created by  
171 combining parcels after the public hearing under HCC §17.040.050(c) shall be assessed that  
172 amount multiplied by the number of parcels that comprised the property at the time of the public  
173 hearing.

174 d. The council shall fix a time to hear objections to the assessment roll. Not less than  
175 fifteen days before the hearing, the city clerk shall send notice of the hearing and assessment roll  
176 by certified mail to each record owner of an assessed property, and publish notice of the hearing  
177 in a newspaper of general circulation in the city.

178  
179 17.04.080 Certification of assessment roll. After the hearing the council shall correct any  
180 errors or inequalities in the assessment roll. If an assessment is increased, a new hearing shall be

181 set and notice published, except that a new hearing and notice is not required if all record owners  
182 of property subject to the increased assessment consent in writing to the increase. Objection to  
183 the increased assessment shall be limited to record owners of properties whose assessments were  
184 increased. When the assessment roll is corrected, the council shall confirm the assessment roll by  
185 resolution. The city clerk shall record the resolution and confirmed assessment roll with the  
186 district recorder.

187  
188 17.04.090 Payment. a. In the resolution confirming the assessment roll, the council shall  
189 fix the time or times when assessments or assessment installments are due, the amount of penalty  
190 on a delinquent payment and the rate of interest on the unpaid balance of an assessment. An  
191 assessment that is to be paid in a single payment shall not be due before 60 days after billing.

192 b. Within 30 days after fixing the time when payment of the assessments is due, the  
193 finance director shall mail a statement to the record owner of each assessed property identifying  
194 the property and stating the assessment amount, the payment due date and the amount of the  
195 penalty on a delinquent payment. Within five days after mailing the statements, the finance  
196 director shall publish notice of mailing the statements in a newspaper of general circulation in  
197 the city.

198  
199 17.04.100 Subdivision after levy of assessments. a. Except as provided in subsection (b)  
200 of this section, upon the subdivision of a property assessed as a single parcel, the amount of the  
201 assessment shall be allocated among the resulting lots that benefit from the improvement on the  
202 same basis that the assessment originally was allocated.

203 b. Upon the subdivision of a property assessed as a single parcel in an assessment  
204 district where assessments were levied in an equal amount per parcel (i.e., without regard to  
205 parcel area, dimension or other characteristic), then no resulting parcel, other than the parcel that  
206 contains the original connection to the improvement for which the assessment was levied, may  
207 connect to the improvement until a subdivided property connection fee is paid for the parcel.

208 1. The amount of the connection fee shall be equal to the amount of the  
209 original assessment, adjusted up or down by a percentage equal to the change in the  
210 Consumer Price Index, All Urban Consumers (CPI-U) for Anchorage, Alaska from the  
211 end of the calendar year preceding the original assessment date to the end of the calendar  
212 year preceding the date the parcel is connected to the improvement.

213 2. If the original assessment was payable in installments the city may enter  
214 into a written agreement for the payment of the connection fee in installments on terms  
215 that are substantially the same as those authorized for the payment of the original  
216 assessment, secured by a deed of trust on the parcel.

217 3. Upon receiving connection fee payments, the city shall allocate such  
218 payments to each property assessed in the district in proportion to the amount originally  
219 assessed against the property, either by adjusting the original assessment amount or  
220 disbursing a payment to the record owner at the time of disbursement.

221  
222 17.04.110 Assessments to be liens. Assessments are liens upon the property assessed and  
223 are prior and paramount to all liens except those having priority under State law. They shall be  
224 enforced in the same manner as property tax liens.  
225

226           17.04.120 Reassessment. a. The City Council shall within one year correct any  
227 deficiency in a special assessment found by a court, under the procedure for certification of the  
228 assessment roll in HCC §§17.04.070 and 17.04.080.

229           b. Payments on the initial assessment are credited to the property upon reassessment.  
230 The reassessment becomes a charge upon the property notwithstanding failure to comply with  
231 any provision of the assessment procedure.

232           17.04.130 Objection and appeal. a. The regularity or validity of an assessment may not  
233 be contested by a person who did not file with the city clerk a written objection to the assessment  
234 roll before its confirmation. The decision of the council on the objection may be appealed to  
235 the superior court within 30 days after the date of confirmation of the assessment roll.

236           b. If no objection is filed or appeal taken within the time provided in this section, the  
237 assessment procedure shall be considered regular and valid in all respects.

238           17.04.140 Interim financing. a. The council may provide by resolution or ordinance for  
239 the issuance of notes to pay the costs of an improvement that shall be payable from the special  
240 assessments for the improvement. The notes shall bear interest at a rate or rates authorized by  
241 the resolution or ordinance, and shall be redeemed either in cash or bonds for the improvement  
242 project.

243           b. Notes issued against assessments shall be claims against the assessments that are  
244 prior and superior to a right, lien or claim of a surety on the bond given to the city to secure the  
245 performance of the contract for construction of the improvement, or to secure the payment of  
246 persons who have performed work or furnished materials under the contract.

247           c. The finance director may accept notes against special assessments on conditions  
248 prescribed by the council in payment of:

- 249           1. Assessments against which the notes were issued in order of priority;  
250           2. Judgments rendered against property owners who have become delinquent  
251 in the payment of assessments; and  
252           3. Certificates of purchase when property has been sold under execution or at  
253 tax sale for failure to pay the assessments.  
254  
255

256           17.04.150 Special assessment bonds. a. The council by ordinance may authorize the  
257 issuance and sale of special assessment bonds to pay all or part of the cost of an improvement in  
258 a special assessment district. The principal and interest of the bonds shall be payable solely from  
259 the special assessments levied against property in the district. The assessment shall constitute a  
260 sinking fund for the payment of principal and interest on the bonds. The benefitted property may  
261 be pledged by the council to secure payment of the bonds.

262           b. On default in a payment due on a special assessment bond, a bondholder may  
263 enforce payment of principal, interest, and costs of collection in a civil action in the same manner  
264 and with the same effect as actions for the foreclosure of mortgages on real property. Foreclosure  
265 shall be against all property on which assessments are in default. The period for redemption is  
266 the same as for a mortgage foreclosure on real property.

267           c. Before the council may issue special assessment bonds, it shall establish a  
268 guarantee fund and appropriate to the fund annually a sum adequate to cover a deficiency in  
269 meeting payments of principal and interest on bonds if the reason for the deficiency is  
270

271 nonpayment of assessments when due. Money received from actions taken against property for  
272 nonpayment of assessments shall be credited to the guarantee fund.  
273

274 17.04.160 Time limit for special assessment districts. If five or more years elapse  
275 between the creation of a special assessment district and the city contracting for construction of  
276 the improvement, the city may not enter into the contract unless the council by resolution extends  
277 the period for entering into the contract by not more than an additional five years.

278 b. Before the council acts on a resolution under subsection (a) of this section, the  
279 city clerk shall mail notice of the resolution to each current record owner of property listed on  
280 the preliminary assessment roll that the city will not contract for construction of the improvement  
281 in the district unless the resolution is adopted. The notice also shall include an updated copy of  
282 the preliminary assessment roll.  
283

284 17.04.170 Water and sewer connections required. The owner of property in a water or  
285 sewer special assessment district that contains an occupied building shall connect to the  
286 improvement constructed in the district within one year after the date that the resolution  
287 confirming the assessment roll for the district becomes final.  
288

289 17.04.180 Road improvement assessments for lots with two street frontages. a. The  
290 record owner of a through lot or flag lot may obtain a deferment of the part of an assessment for  
291 road improvements that is based on frontage on a road to which the lot does not have access. To  
292 obtain the deferment, the owner shall enter into a deferred assessment agreement with the city  
293 before the end of the period for filing objections to the district under HCC §17.04.050. The  
294 agreement shall provide that the lot has frontage on two streets, to only one of which the lot has  
295 access; that the lot owner shall pay the part of the assessment that is based on frontage on the  
296 street to which the lot has access; and that the owner shall pay the part of the assessment that is  
297 based on the other street frontage when the lot acquires access to the street from that frontage.  
298 The agreement shall be recorded with the district recorder's office.

299 b. The assessment for road improvements against a corner lot shall be based only on  
300 the longer of the lot's road frontages.  
301

302 17.04.190 Deferment of assessment payments for senior citizens. a. A person may obtain  
303 a deferment of assessment payments under this section if the person:

304 1. Will be at least 62 years of age within 12 months after the date of  
305 confirmation of the assessment roll;

306 2. Has an annual family income that would qualify under the United States  
307 Department of Housing and Urban Development designation of lower income families  
308 adjusted for Alaska and the Kenai-Cook Inlet Region;

309 3. Owns or has a life tenancy in the assessed property, and permanently  
310 resides in a single family dwelling on the property; and

311 4. Is not determined by the city, after notice and hearing, to have been  
312 conveyed the property primarily for the purpose of obtaining the exemption.

313 b. An assessment payment deferment is subject to approval by the council. A person  
314 seeking deferment of an assessment payment shall file a written application with the finance  
315 director on or before the first payment is due, supported by documentation showing that the

316 applicant meets the criteria in subsection (a) of this section. A person receiving an assessment  
317 payment deferment must file with the city by April 15th of each subsequent year a new  
318 application proving eligibility as of January 1st of that year in order to retain the exemption.  
319 Within the same year the city for good cause shown may waive the claimant's failure to make  
320 timely application and approve the application as if timely filed.

321 c. Assessment payment deferments are subject to the availability of funds  
322 appropriated for that purpose. An application for an assessment payment deferment shall be  
323 submitted to the council with a report from the finance director as to the availability of funds to  
324 appropriate for the deferment. Deferred assessments are funded from the following sources:

- 325 1. The appropriate utility operating fund for deferred water and sewer  
326 assessment payments.  
327 2. The accelerated roads program fund for deferred road improvement  
328 assessment payments.

329 If funds for an assessment payment deferment are not available from the appropriate source, the  
330 council may loan the necessary amount to the appropriate source from the general fund.

331 d. A person who receives an assessment payment deferment shall execute a deed of  
332 trust on the property subject to assessment, together with a promissory note payable to the city  
333 on demand, to secure the eventual payment of the deferred payment.

334 e. A deferred assessment payment shall be immediately due and payable upon the  
335 earlier to occur of the following events:

- 336 1. The sale or lease of the assessed property; or  
337 2. The death of both the deferred assessment applicant and the applicant's  
338 surviving spouse, if any.

339  
340 17.04.200 "In lieu of assessment". a. An "in lieu of assessment" must be paid for a  
341 property to receive additional water or sewer service within or beyond the area within a local  
342 improvement district.

343 b. An "in lieu of assessment" shall be computed on the actual cost of the additional  
344 water or sewer service, and shall be paid in accordance with HCC §§17.04.090 and 17.04.100.

345 c. A property on which an "in lieu of assessment" for water or sewer service has  
346 been levied in accordance with subsection (a) of this section nonetheless may be included in  
347 special assessment district for the same service in the future date, and will be assessed in that  
348 district. An amount not exceeding the lesser of (i) the amount of "in lieu of assessment" paid for  
349 the property and (ii) the amount of the assessment levied on the property in the future special  
350 assessment district shall be a credit against the amount of the assessment levied on the property  
351 in the future special assessment district

352  
353 Section 2. This Ordinance is of a permanent and general character and shall be included  
354 in the City Code.

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ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of  
\_\_\_\_\_ 2012.

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: \_\_\_\_\_





# 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 - REPORT

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL  
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK *MJ*  
DATE: APRIL 17, 2012  
SUBJECT: BID REPORT

Homer Airport General Concession Lease and Car Rental Concession Lease - Sealed proposals for the leasing of two (2) general concession spaces at the Homer Airport Terminal and Sealed proposals for the leasing of two (2) car rental concession spaces at the Homer Airport Terminal will be received at the office of the City Clerk, 491 E. Pioneer Avenue, Homer, AK 99603 prior to 2:00 p.m. on Friday, May 18, 2012. General concession leases could include, but are not limited to businesses such as: food vendors, coffee stands, and other airport related services. The time of receipt will be determined by the City Clerk's time stamp. Proposals received after the time fixed for the receipt of the proposals shall not be considered. Proposals are required to be on the plan holder's list to be considered responsive. The City reserves the right to accept or reject any and all proposals and to waive irregularities or informalities in the proposals.

Engineering Design Services Term Contracts Port/Harbor/Marine Projects - Proposals to provide professional engineering services for port, harbor and marine projects will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until 4:30 p.m. Friday, May 11, 2012. Proposers are required to be on the City's RFP plan holder's list for their proposal to be considered.



# CITY ATTORNEY REPORT



# COMMITTEE REPORT(S)



**PENDING BUSINESS**







Office of the Mayor  
James C. Hornaday  
Homer City Hall  
491 E. Pioneer Avenue  
Homer, Alaska 99603-7624

Phone 907-235-8121 x2229  
Fax 907-235-3143

## MEMORANDUM 12-056

TO: HOMER CITY COUNCIL

FROM: JAMES C. HORNADAY, MAYOR

DATE: APRIL 4, 2012

SUBJECT: APPOINTMENTS OF KEN CASTNER, BOB HOWARD, SHARON MINSCH, LLOYD MOORE, TERRY YAGER, AND COUNCILMEMBER MARY E. (BETH) WYTHE TO THE WATER AND SEWER RATE TASK FORCE.

Ken Castner, Bob Howard, Sharon Minsch, Lloyd Moore, and Terry Yager are appointed to the Water and Sewer Rate Task Force.

Councilmember Beth Wythe is appointed to the Water and Sewer Rate Task Force.

Terms of all task force members will expire June 25, 2013 upon completion of their review of the existing water and sewer rate structure and proposed rates for 2013.

### RECOMMENDATION:

Confirm the appointments of Ken Castner, Bob Howard, Sharon Minsch, Lloyd Moore, Terry Yager, and Councilmember Mary E. (Beth) Wythe to the Water and Sewer Rate Task Force.

Fiscal Note: N/A





**CITY OF HOMER  
COMMISSION, COMMITTEE, BOARD & TASK FORCE  
APPLICATION FORM**

CITY CLERKS OFFICE  
CITY OF HOMER  
491 E. PIONEER AVENUE  
HOMER, ALASKA 99603  
PHONE 907-235-3130  
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

APR 03 2012 PH04:56 *Pl*

The information below provides some basic background for the Mayor and Council.  
This information is public and will be included in the Council Information packet.

Name  Date

Physical Address  City

Mailing Address  Zip Code

Phone  Work #  Cell #

Email Address

**NOTE:** The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	PARKS & RECREATION ADVISORY COMMISSION	3RD THURSDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PORT & HARBOR ADVISORY COMMISSION	4TH WEDNESDAY - JANUARY TO APRIL & SEPTEMBER TO DECEMBER AT 5:00 P.M. 4TH WEDNESDAY - MAY - AUGUST AT 6:00 P.M.
<input type="checkbox"/>	PUBLIC ARTS COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	TRANSPORTATION ADVISORY COMMITTEE	3RD TUESDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:15 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 3:00 P.M.
<input checked="" type="checkbox"/>	OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE	Water and Sewer

I have been a resident of the City for   mos.  yrs I have been a resident of the area for   mos.  yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Have you ever served on a similar commission, committee, board or task force?

If so when and where?

When are you available for meetings?  Weekly  Monthly  Bi-Monthly

I am interested in serving on the above because:

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?  
 Yes  No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence?

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis?

If yes, is you use primarily:  Commercial  Recreational  Both

Please include any additional information that may assist the Mayor in his decision:

When you have completed the form please review all the information and then click on the print button.



**CITY OF HOMER  
COMMISSION, COMMITTEE, BOARD & TASK FORCE  
APPLICATION FORM**

*Mayor's office  
3/29/12*  
CITY CLERKS OFFICE  
CITY OF HOMER  
491 E. PIONEER AVENUE  
HOMER, ALASKA 99603  
PHONE 907-235-3130  
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council. MAR 28 2012 PM 04:58 RL  
This information is public and will be included in the Council Information packet.

Name  Date

Physical Address  City

Mailing Address  Zip Code

Phone  Work #  Cell #

Email Address

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Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 7:00 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	PARKS & RECREATION ADVISORY COMMISSION	3RD THURSDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PORT & HARBOR ADVISORY COMMISSION	4TH WEDNESDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	PUBLIC ARTS COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	TRANSPORTATION ADVISORY COMMITTEE	3RD TUESDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 3:00 P.M.
<input checked="" type="checkbox"/>	OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE	Sewer & Water Task Force

I have been a resident of the City for   mos.  yrs I have been a resident of the area for   mos.  yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Professional Civil Engineer, previously licensed in California and Florida, Specialty-Water Resources  
Held Grade V Water Plant Operator license in California,  
Served as Chief of Operations for the Santa Clara Valley Water District, San Jose, CA, treating and delivering wholesale drinking water to 1.5 million people through surface water treatment facilities, and groundwater recharge,  
Served as Director of Public Works, City of Morgan Hill, CA with managing responsibilities for the water and sewer enterprise utilities  
Previously licensed as General Engineering & General Building contractor , and specialty license in plumbing , all in California

Have you ever served on a similar commission, committee, board or task force?

If so when and where?

When are you available for meetings?  Weekly  Monthly  Bi-Monthly

I am interested in serving on the above because:

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

Yes  No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence?

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis?

If yes, is you use primarily:  Commercial  Recreational  Both

Please include any additional information that may assist the Mayor in his decision:

When you have completed the form please review all the information and then click on the submit or print button.



CITY OF HOMER  
 COMMISSION, COMMITTEE, BOARD & TASK FORCE  
 APPLICATION FORM

CITY CLERKS OFFICE  
 CITY OF HOMER  
 491 E. PIONEER AVENUE  
 HOMER, ALASKA 99603  
 PHONE 907-235-3130  
 FAX 907-235-3143

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APR 03 2012 PM 02:51 *PK*

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Physical Address  City

Mailing Address  Zip Code

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Email Address

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Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	PARKS & RECREATION ADVISORY COMMISSION	3RD THURSDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PORT & HARBOR ADVISORY COMMISSION	4TH WEDNESDAY - JANUARY TO APRIL & SEPTEMBER TO DECEMBER AT 5:00 P.M. 4TH WEDNESDAY - MAY - AUGUST AT 6:00 P.M.
<input type="checkbox"/>	PUBLIC ARTS COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	TRANSPORTATION ADVISORY COMMITTEE	3RD TUESDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:15 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 3:00 P.M.
<input checked="" type="checkbox"/>	OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE	Water Sewer Task Force

I have been a resident of the City for   mos.  yrs I have been a resident of the area for   mos.  yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Attended annual training provided for Planning Commissioners as well as Boards and Commissions since 2006. Training included Ethics, Due Process & Fair Hearings, Open Meetings Act, Homer City Ethics Code and Conflict of Interest. Already have a working knowledge of Homer City Code as well as most of the guiding documents for Homer from Comp Plans to Beach Policy to Climate Action Plan etc. Familiarity with HARP, HAWSP, Long Range Transportation Plans, Water/ Sewer Plans, Non Motorized Trails, City Council Operating Manual etc.

Have you ever served on a similar commission, committee, board or task force?

If so when and where?

Homer Advisory Planning Commission, Chugiak Community Council, On Site Water and Waste Water Technical Review Board, Various City and State Tasks Force Groups relating to local and state issues on water/septic/sewer/public water

When are you available for meetings?  Weekly  Monthly  Bi-Monthly

I am interested in serving on the above because:

Training and knowledge about Homer acquired while on the HAPC would be valuable to a person serving at the City Council level. I am well prepared and well qualified to fill the vacancy. HAPC is an excellent training ground before moving up to the Council. I believe in community service and the public process. If you do not participate on some level in your community you are missing a wonderful opportunity.

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

Yes  No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence?

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis?

If yes, is you use primarily:  Commercial  Recreational  Both

Please include any additional information that may assist the Mayor in his decision:

See attached

When you have completed the form please review all the information and then click on the submit or print button.



My name is Sharon Minsch and I was born in the Territory of Alaska. I grew up in Anchorage and I have been hanging out in Homer since I was 5 years old

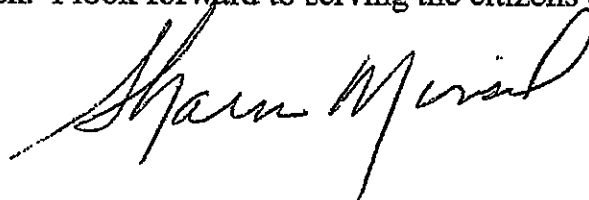
I have been married since 1978 to the same man. We have a 31 year old son, our first grand daughter and a cabin we built in 1989 in Peterson Bay. I am the Owner /Broker of Alaska Real Estate in Homer. I have been listing and selling Alaska real estate since 1984. I am Past President of the Kachemak Board of Realtors and Past President of the Homer Kachemak Bay Rotary Club. Currently I serve as the Coordinator for the Rotary Health Fair and Club Treasurer.

I have a demonstrated commitment to community service. I have many skills that would be transferable and useful on the City Council. I will be able to hit the ground running with little disruption to the Council. I offer the following:

1. Familiarity with the meeting practices and procedures of the City of Homer and the City Council.
2. Familiarity with the Cities projects and future goals as well as basic knowledge of the issues we are currently dealing with as a City.
3. Commitment to competency and fair play in making decisions that are in the best interest of all the residents of Homer.
4. Experience working with City, Borough, State and Federal government departments on issues of community interest.
5. Understanding of utility rates and structures learned while working on water, sewer and natural gas models for WID/ LID process's within the Municipality of Anchorage.
6. I am always prepared with my homework done and ready to work. I am not afraid of hard work or making tough decisions.
7. A demonstrated track record. I take pride in public policy and the benefits for the good of the whole.
8. I have been reading the minutes and agenda's of the Council as well as the various boards and commissions of Homer since before I was appointed to the HAPC. Since E packets became available I read the Council packets on line .

Thank you for your consideration of my appointment to the vacant council seat. If you have any questions, do not hesitate to ask. I look forward to serving the citizens of Homer.

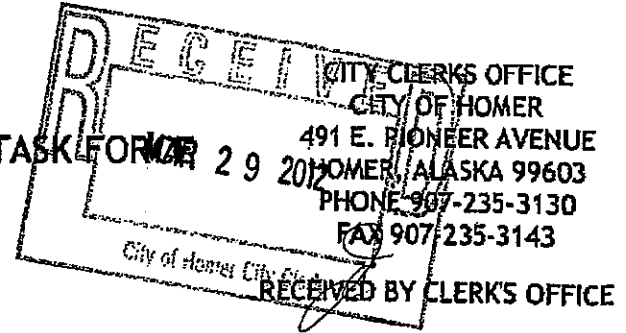
Sharon Minsch 399-4266







**CITY OF HOMER  
COMMISSION, COMMITTEE, BOARD & TASK FORCE  
APPLICATION FORM**



The information below provides some basic background for the Mayor and Council.  
This information is public and will be included in the Council Information packet.

Name  Date

Physical Address  City

Mailing Address  Zip Code

Phone  Work #  Cell #

Email Address

**NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.**

Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 5:00 P.M.
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<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:15 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 3:00 P.M.
	OTHER PLEASE ENTER THE	

I have been a resident of the City for   mos.  yrs I have been a resident of the area for   mos.  yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Have you ever served on a similar commission, committee, board or task force?

If so when and where?

When are you available for meetings?  Weekly  Monthly  Bi-Monthly

I am interested in serving on the above because:

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

Yes  No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence?

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis?

If yes, is you use primarily:  Commercial  Recreational  Both

Please include any additional information that may assist the Mayor in his decision:



**CITY OF HOMER  
COMMISSION, COMMITTEE, BOARD & TASK FORCE  
APPLICATION FORM**

CITY CLERKS OFFICE  
CITY OF HOMER  
491 E. PIONEER AVENUE  
HOMER, ALASKA 99603  
PHONE 907-235-3130  
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council. **APR 09 2012 PM 12:25** *RC*  
This information is public and will be included in the Council Information packet.

Name  Date

Physical Address  City

Mailing Address  Zip Code

Phone  Work #  Cell #

Email Address

**NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.**

Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
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<input checked="" type="checkbox"/>	OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE	Water & Sewer Task Force

I have been a resident of the City for   mos.  yrs I have been a resident of the area for   mos.  yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Have you ever served on a similar commission, committee, board or task force?

If so when and where?

When are you available for meetings?  Weekly  Monthly  Bi-Monthly

I am interested in serving on the above because:

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

Yes  No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence?

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis?

If yes, is you use primarily:  Commercial  Recreational  Both

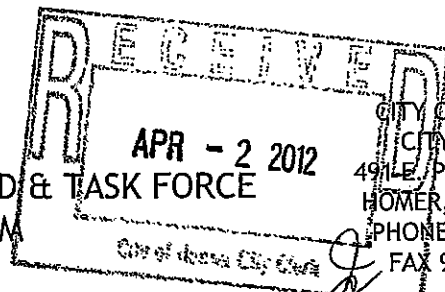
Please include any additional information that may assist the Mayor in his decision:

When you have completed the form please review all the information and then click on the print button.





CITY OF HOMER  
 COMMISSION, COMMITTEE, BOARD & TASK FORCE  
 APPLICATION FORM



CITY CLERKS OFFICE  
 CITY OF HOMER  
 491 E. PIONEER AVENUE  
 HOMER, ALASKA 99603  
 PHONE 907-235-3130  
 FAX 907-235-3143

*Mary E Wythe*  
*4/02/12*  
*[Signature]*

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.  
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Name  Date

Physical Address  City

Mailing Address  Zip Code

Phone  Work #  Cell #

Email Address

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Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
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<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:15 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 3:00 P.M.
<input checked="" type="checkbox"/>	OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE	Water/Sewer Rates Committee

I have been a resident of the City for   mos.  yrs I have been a resident of the area for   mos.  yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Current Council member and have reviewed City W/S rates in that capacity for several years. Also have some familiarity with utility industry through my employment.

Have you ever served on a similar commission, committee, board or task force?

If so when and where?

When are you available for meetings?  Weekly  Monthly  Bi-Monthly

I am interested in serving on the above because:

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?  
 Yes  No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:  
Have you ever developed real property, other than your personal residence?

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:  
Do you use the Homer Port and/ or Harbor on a regular basis?   
If yes, is you use primarily:  Commercial  Recreational  Both

Please include any additional information that may assist the Mayor in his decision:

When you have completed the form please review all the information and then click on the print button.





# 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](mailto:clerk@ci.homer.ak.us)

## MEMORANDUM 12-069

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: JO JOHNSON, CMC, CITY CLERK 

DATE: APRIL 18, 2012

SUBJECT: MEMORANDUM 12-069 APPOINTMENTS TO THE WATER AND SEWER RATE TASK FORCE

At the April 9<sup>th</sup> City Council meeting Memorandum 12-069 to make appointments to the Water and Sewer Rate Task Force was postponed. I was asked to review the audio recording from the March 27<sup>th</sup> meeting that related to the resolution forming the task force. Council questioned whether they intended for the Water and Sewer Rate Task Force to have a membership of five or seven.

After review of the audio recording it is clear that Council intended the task force to have a membership of seven. The task force is to be comprised of five members of the community who are residents of the City, and two City Councilmembers.

Council provided a deadline of April 3<sup>rd</sup> to accept applications for the task force. Six applications from city residents were accepted prior to the deadline as well as one application from a Councilmember.

After the deadline passed, two people submitted applications that were accepted at the Clerk's office and one person who inquired was told applications were no longer being accepted.

### RECOMMENDATION:

Determine if you wish to extend the period to submit applications and request all applications be considered, or vote on the appointments within Memorandum 12-069 as presented.



**CITY OF HOMER  
HOMER, ALASKA**

Lewis/Zak/Parks and Recreation  
Advisory Commission

**RESOLUTION 11-090**

A RESOLUTION OF THE CITY COUNCIL OF HOMER,  
ALASKA, SUPPORTING THE CONCEPT AND  
CONSTRUCTION OF NON-MOTORIZED PATHWAYS TO  
INCREASE THE SAFETY FOR MOTORIZED AND NON-  
MOTORIZED USERS ALONG KACHEMAK DRIVE  
LOCATED WITHIN THE CITY LIMITS, FROM THE BASE OF  
THE HOMER SPIT TO EAST END ROAD.

1  
2 WHEREAS, The Parks and Recreation Advisory Commission established a committee to  
3 specifically address possible solutions to the hazards presented to non-motorized and motorized users  
4 of Kachemak Drive; and  
5

6 WHEREAS, Public input was sought through a variety of channels for solutions to address  
7 these safety concerns; and recommendations to Lower the Speed Limit, Alter the Travel Lane  
8 Width and Shoulder, Increase the Use of Signage, Construct Separated, Non-motorized Paths  
9 paralleling Kachemak Drive using the existing Utility Easements will be contingent on available  
10 funding in the future; and  
11

12 WHEREAS, The Homer City Council has shown support in approval of the Homer Non-  
13 Motorized Transportation and Trail Plan, Homer Area Transportation Plan, Climate Action Plan,  
14 HART Policy Manual and inclusion of the Kachemak Drive Rehabilitation/Pathway on the Capital  
15 Improvement Plan; and  
16

17 WHEREAS, Increasing active transportation, motorized and non-motorized, offers the  
18 potential for improved public health, economic development, a cleaner environment, reduced  
19 transportation costs, enhanced community connections, social equity, and more livable  
20 communities.  
21

22 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,  
23 hereby supports the concept and construction of non-motorized pathways along Kachemak Drive in,  
24 over, and upon property within the City of Homer, and that said improvements are necessary for the  
25 use and benefit of the public; and  
26

27 BE IT FURTHER RESOLVED that the City Council of Homer, Alaska, further supports  
28 the actions increasing the safety for motorized and non-motorized users along Kachemak Drive  
29 in any or all of the following ways:

- 30 - Alteration of the existing Kachemak Drive and Shoulder
  - 31 - Separated Paths paralleling Kachemak Drive using the Utility Easements
  - 32 - Lowering the Speed Limit
  - 33 - Increasing the Use of Signage
- 34

35 PASSED AND ADOPTED by the Homer City Council this 12<sup>th</sup> day of September, 2011.

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CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal information: Funding not defined.

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CITY OF HOMER  
HOMER, ALASKA

Zak/Lewis/Parks and  
Recreation Advisory Commission

RESOLUTION 11-090(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, SUPPORTING ~~THE CONCEPT AND~~ CONSTRUCTION OF A NON-MOTORIZED PATHWAYS TO INCREASE THE SAFETY FOR MOTORIZED AND NON-MOTORIZED USERS ALONG KACHEMAK DRIVE LOCATED WITHIN THE HOMER CITY LIMITS, FROM THE BASE OF THE HOMER SPIT TO EAST END ROAD.

WHEREAS, The Parks and Recreation Advisory Commission established a the Kachemak Drive Path Ceommittee to specifically address possible solutions to the hazards presented to non-motorized and motorized users of Kachemak Drive; and

WHEREAS, Public input was sought through a variety of channels for solutions to address these safety concerns; and recommendations to Lower the Speed Limit, Alter the Travel Lane Width and Shoulder, Increase the Use of Signage, Construct Separated, Non-motorized Paths paralleling Kachemak Drive using the existing Utility Easements will be contingent on available funding in the future; and

WHEREAS, The Kachemak Drive Path Committee received substantial public input on safety concerns; and

WHEREAS, The Homer City Council has shown support for this non-motorized pathway by in approval of the Homer Non-Motorized Transportation and Trail Plan, Homer Area Transportation Plan, Climate Action Plan, HART Policy Manual and inclusion of the Kachemak Drive Rehabilitation/Pathway on the Capital Improvement Plan; and approving the Homer Non-Motorized Transportation and Trail Plan; the Homer Area Transportation Plan; the Climate Action Plan; and the Homer Accelerated Roads and Trails (HART) Policy Manual; and

WHEREAS, Increasing ~~active transportation, motorized and non-motorized transportation,~~ offers the potential for improved improves public health and safety, encourages tourism, economic development, a cleaner cleans the environment, reduces transportation costs, and enhanced community connections, social equity, and more livable communities; and

WHEREAS, The City of Homer has available HART trail funds that can, including other sources, form a basis for funding this project; and

WHEREAS, Utility easements can be employed with the permission of property owners.

48 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,  
49 hereby supports the ~~concept and~~ construction of the non-motorized pathways along Kachemak  
50 Drive ~~in, over, and upon property~~ within the City of Homer, and that said ~~improvements are~~  
51 necessary for the use will enhance safety and benefit of the public; and

52  
53 BE IT FURTHER RESOLVED that the City Council of Homer, Alaska, further supports  
54 the actions increasing ~~the safety~~ for motorized and non-motorized users along Kachemak Drive  
55 in ~~any or all of~~ the following ways:

- 56 - ~~Alteration of the existing Kachemak Drive and Shoulder~~
- 57 - ~~Separated Paths paralleling Kachemak Drive using the Utility Easements~~
- 58 - ~~Lowering the Speed Limit~~
- 59 - ~~Increasing the Use of Signage~~

- 60
- 61 1. Increasing the usage of signage warning drivers of bicycles and pedestrians on  
62 roadway.
- 63 2. Building a separated path paralleling Kachemak Drive using utility easements and  
64 public property.

65  
66 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of April, 2012.

67  
68 CITY OF HOMER

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73 JAMES C. HORNADAY, MAYOR

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75 ATTEST:

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78 \_\_\_\_\_  
79 JO JOHNSON, CMC, CITY CLERK

80  
81  
82 Fiscal Information: Funding not defined.

83

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

BRANN/LILLIBRIDGE – MOVED TO FORWARD THE PRELIMINARY ENGINEERING PLAN FOR KACHEMAK DRIVE PATH TO CITY COUNCIL AS AMENDED.

There was no discussion.

VOTE. YES. LILLIBRIDGE, BRANN, BREMICKER, LOWNEY.

Motion carried.

Chair Bremicker read the Funding plan into the record and opened discussion on the item.

BREMICKER/LILLIBRIDGE - MOVED TO INSERT TRUCKING IN THE THIRD PARAGRAPH BEFORE GEOBLOCK, INSERT THE LAST NOTE BEFORE OTHER SOURCES OF FUNDING AND ADD OTHER POSSIBLE SOURCES OF FUNDING AS DISCOVERED OR AVAILABLE.

There was a brief discussion on including trucking since it was one of the highest costs in a project, deleting the reference to hiring a contractor. It was noted that the trail will not necessarily be built all at one time and may be built in phases and designating crossing(s) for the path.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

BRANN/LILLIBRIDGE - MOVED TO FORWARD THE AMENDED FUNDING PLAN FOR KACHEMAK DRIVE PATH TO COUNCIL FOR APPROVAL.

There was no further discussion.

VOTE. YES. BREMICKER, LOWNEY, LILLIBRIDGE, BRANN

Motion carried.

Chair Bremicker introduced and read the Maintenance plan into the record and opened discussion by commented on dragging the path versus plowing the path during winter.

A discussion ensued on ownership of the path would depend on the location which would be easements on private property so the trail would be the city but the land is the property owners. The city would have the easement and maintain the path.

BRANN/LILLIBRIDGE – MOVED TO FORWARD THE MAINTENANCE PLAN FOR KACHEMAK DRIVE PATH TO CITY COUNCIL.

There was no further discussion.

VOTE. YES. BRANN, BREMICKER, LOWNEY, LILLIBRIDGE.

Motion carried.

The Commissioners agreed to schedule a Special Meeting April 10, 2012 at 5:30 P.M. in the Conference Room Upstairs at City Hall. The content of the agenda to focus on Karen Hornaday Park – What and Where Do We Go from Here?

The commission requested the presence of the following staff and vowed to take up only 30 minutes of their time acknowledging the constraints of the departmental budget restrictions: Public Works Director, Recreation Coordinator, Parks Maintenance Coordinator, Julie Engebretsen in Planning and if the City Manager would like to attend his input would be greatly appreciated. The commissioners had questions on the budgeted work items when they would be scheduled, application and funding for the trails within the park especially the Woodard Creek trail, engineering and items approved last year.

C. Discussion and Recommendations on the Kachemak Drive Proposed Non-motorized Pathway and Revised Resolution

Chair Bremicker introduced the item by reading of title then recommended that the commission review and address each item - Resolution, Preliminary Engineering Plan, Funding Plan, Maintenance Plan separately.

Chair Bremicker then read the Revised Resolution 11-090 into the record.

BREMICKER/BRANN – MOVED TO CHANGE LAST TWO LINES IN THE LAST PARAGRAPH TO READ "...THE FOLLOWING WAYS:

1. INCREASING THE USAGE OF SIGNAGE WARNING DRIVERS OF BICYCLES AND PEDESTRIANS ON ROADWAY.
2. BUILD A SEPARATED PATH PARALLELING KACHEMAK DRIVE USING UTILITY EASEMENTS AND PUBLIC PROPERTY.

There was a brief discussion on a proposed revision by Ms. Cumming a member of the committee. Staff was unable to locate the submitted document at the time for review by the commission and was not present. Commissioner Brann commented that he believed she was addressing a change to "contingent on available funding but the remaining committee members were satisfied with the changes made.

VOTE. YES. LOWNEY, LILLIBRIDGE, BRANN, BREMICKER

Motion carried.

BRANN/LILLIBRIDGE – MOVED TO FORWARD THE AMENDED RESOLUTION 11-090 TO COUNCIL FOR APPROVAL.

There was a brief discussion on the clarity of the resolution was adequate.

VOTE. YES. BRANN, BREMICKER, LOWNEY, LILLIBRIDGE

Motion carried.

A brief discussion on the Proposed Preliminary Engineering Plan ensued. The Commissioners requested colored maps for City Council, it was noted that these are generalized, not detailed.

BREMICKER/BRANN – RECOMMEND ADDING ON THE GENERAL NOTES PAGE CONSTRUCTION OF THE PROPOSED PATHWAY BE CONDUCTED IN SUCH A MANNER THAT IT CAN BE UPGRADED TO A HIGHER LEVEL OF TRAIL INCLUDING PAVING AND DELETE THE LAST SENTENCE.

A brief discussion on the time frame for submittal to council at the same time as the resolution.



## **STAFF AND COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORTS**

### **A. Community Recreation Report – Mike Illg**

Mr. Illg reported that they are working with some groups to sponsor some recreational programs for youth, and requests to use the HERC for private parties.

### **B. Spit Parks and Recreation Committee Report – Tricia Lillibridge**

Commissioner Lillibridge distributed a Draft Flyer for the proposed "Meet the Trucks" event at Mariner Park and the next Spit Parks and Recreation meeting is scheduled for February 28<sup>th</sup>, 2012 at 3:30 p.m. in the conference room at City Hall. She welcomed the audience to attend as they were looking for additional members for the committee.

### **C. Kachemak Drive Path Committee Report – Dave Brann**

Commissioner Brann reported that there was still work being done on preparing for a path design and information packet that he is working on with Kevin Walker; he is still pursuing signage along Kachemak Drive and permission to cross airport property. He is working with the City Manager on getting letters sent to the Property Owners regarding input on the proposed path. He has had a teleconference with Ms. Biloon on the proposed path.

### **D. Karen Hornaday Park Committee Report – Robert Archibald**

Commissioner Archibald reported that at the recent meeting the discussed the improvements and needs of Little League, Vice Chair, Ralph Broshes was elected; discussed the Camp Host Program that there are negatives and positives; the Committee passed a recommendation which is included in the packet tonight, that there should be no additional improvements until engineering and design services are procured specifically for the road, parking, creek trail and drainage issues directly affecting those areas. The committee did discuss funding and the participation of all the user groups it was noted the funding is out there and managing the parks takes money;

Commissioner Lillibridge requested the Little League submit their stats on letterhead so it can be used to by the commission in support of the needed funding.

Commissioner Lowney recommended a copy of the Park Master Plan be displayed on a bulletin board during the HoPP build week, this will let the public know what needs to be done, what benefits there are, and what more is planned for the park.

## **PUBLIC HEARINGS**

No public hearings were scheduled.

## **PENDING BUSINESS**

### **A. Recommendation to City Council to Establish a Campground Host Program**

Chair Bremicker introduced the item into the record.

The commission entertained a brief discussion on the benefits of having this program and getting it implemented this year at Karen Hornaday Park.



There was a brief discussion on the appearance that it was owned by the adjacent property owner and that no contact was made with the owner. The commission thanked him for bringing this idea forward. Mr. Aderhold offered any assistance he could provide if the commissioners decided to look further into this idea.

There was no further discussion.

**B. Miranda Weiss, Homer Playground Project (HoPP)**

Miranda Weiss, acknowledged members of the group and their roles they have within the project. Ms. Weiss stated that the group intends for a long term commitment, that as a whole they are supportive of the entire Master Plan for the park, and HoPP is supportive of ongoing maintenance. Ms. Weiss further explained the enormity of the proposed playground project and what the recommendation from the commission to City Council would provide for the proposed project and community alike. She emphasized that Build Week would be a kick-off for implementing the Master Plan and it would be an asset to the commission in the future to be in the forefront of this project today.

There were no further questions or comments.

**RECONSIDERATION**

There were no items scheduled for reconsideration.

**STAFF AND COUNCIL REPORTS/COMMITTEE REPORTS/BOROUGH REPORTS**

**A. Community Recreation Report – Mike Illg**

There were no discussions or questions on the information provided in the packet.

**B. Spit Parks and Recreation Committee Report – Tricia Lillibridge**

Commissioner Lillibridge reported that the committee has not met due to personal schedules and the holidays. She explained to those present the purpose of the committee and named the current recreational areas and parks that are located on the Homer Spit and pointed out a few issues with some of the more used areas.

There was a brief discussion on relocating the access to Marina Park due to line of sight issues and that Carey Meyer is currently drafting some numbers on relocating the entrance.

Commissioner Lillibridge announced the plan to hold a Meet the Trucks event on May 5, 2012 at Mariner Park which will be discussed in more detail at the next meeting.

**C. Kachemak Drive Path Committee Report – Dave Brann**

Commissioner Brann reported the progress made so far by the Committee in getting a proposed pedestrian bicycle path along Kachemak Drive. He has received a call from AKDOT personnel and will be talking with the City Manager on that discussion that was held.

**D. Karen Hornaday Park Committee Report – Robert Archibald**

Commissioner Archibald reported that the committee has met and discussed several issues and recommended removal of the red shed and several other issues that are before the Commission this



There was no further discussion.

F. Kachemak Drive Path Committee Report

Chair Bremicker reported on the progress of the committee during the last month. He stated that they had a visitor at the most recent meeting, Lynn Whitmore who represents the Moose Habitat and were concerned what the committee was proposing and what the design would be through the property. Chair Bremicker stated that the information and advice that the committee received from Mr. Whitmore who is experienced with the different state agencies was very helpful and especially the best types of paths to put through that property that will not deter or hamper a moose passage through the area.

It was noted that the committee made progress on defining the proposed path and where it should be located along Kachemak Drive. They have received very helpful advice and efforts from Kevin Walker also. An option that was discussed was to use an established easement for a road that goes from East End Road in front of Redden Marine to Kachemak Drive. The committee has reached consensus on the proposed location and the next steps will be the design cross sections and funding.

The members of the committee responded to questions from the commission on portions at the easterly end of the proposed path and connection to the beach access.

The committee will have a meeting on November 22, 2011 at 5:30 p.m.

There was no further discussion.

**PUBLIC HEARINGS**

No public hearings were scheduled.

**PENDING BUSINESS**

A. Transient Camping Along Trails in City Limits – Discussion and Recommendations

Chair Bremicker opened discussion by asking clarification on the Staff recommendation.

A lengthy discussion covered the following topics:

- offering a place where someone could camp for free for a limited time
- to prevent garbage and debris being left behind from transient campers

It was noted that the information provided by Ms. Krause did contain several simple suggestions such as clearing brush and shrubbery to make the problem areas more open to visual inspection, bring problems to the attention of local police enforcement, etc. It was discussed in depth that the police department needs to respond and react to complaints that are filed by residents. This is an issue that affects all areas of trails and the like. Including advertisement or notice encouraging reporting incidents of unlawful camping in a resolution forwarded to council.

BRANN/ARCHIBALD - MOVED TO DIRECT STAFF TO SEND A MEMORANDUM TO THE HOMER POLICE CHIEF MARK ROBL THROUGH THE CITY MANAGER WALT WREDE TO ENFORCE CITY CODE, 19.08.030 AND 19.08.070 AS APPLICABLE TO THE AREAS NOTED FOR TRANSIENT CAMPERS AND THE ASSOCIATIVE PROBLEMS AND TO INSTALL ADDITIONAL SIGNAGE PROHIBITING CAMPING.

There was a brief discussion.

BREMICKER/BRANN - MOVED TO OFFER FRIENDLY AMENDMENT, AND TO ISSUE PUBLIC SERVICE ANNOUNCEMENTS ENCOURAGING RESIDENTS TO REPORT ILLEGAL CAMPING TO THE POLICE DEPARTMENT AND MAKING SURE OFFICERS FOLLOW-UP ON THE ALLEGED VIOLATIONS.



concern Commissioner Cumming expressed regarding work to be completed in the area of the catch basins and that this work has been completed. The contractor did a great job too. He stated that the preliminary engineering to establish the cost of the road relocation would be completed in November, he cited a "cup runneth over" the past few months but assured the commission that he felt he was capable of performing the valuation and there was no need to expend monies unnecessary for engineering work to be done by an outside firm. Commissioner Cumming commented on terracing the parking lots. Mr. Meyer did acknowledge that there would be more earth-work required in relation to the road but that is not the most expensive component of the work required and he believed that there was enough talent with Public Works to handle that aspect of the job.

Commissioner Lilibridge would like to propose a recommendation to remove the red shed at Karen Hornaday Park. She stated that the committee discussed it during the site visit and the HoPP committee has reviewed the possible uses and voted that it is not needed and it needs to be removed this winter if possible but definitely before build week in May and re-purposed as the city sees fit.

Mr. Meyer agreed that they have reviewed what is being stored and if any of the items can be relocated or permanently disposed of and they are in the process of looking for a group that would be interested in the wood from the building. He did not believe that they needed a recommendation from the commission but if it came down to needing a minimal amount of funding approved then it may be good to have the support of its removal from the commission to include with the request from council.

There was a brief discussion on the possible uses and how it would distract from the beautiful new design being created for Karen Hornaday Park playground. There were further comments on showing the state that they are spending the money but that the City has something to show for the work.

Commissioner Archibald thanked Mr. Meyer for coming to the meeting and clearing the air over a few issues. He further noted for the record that he was supportive in re-purposing the red shed if possible.

Mr. Meyer praised Ms. Otteson for her efforts and work done since assuming the position of Parks Maintenance Coordinator.

There was no further discussion.

#### C. Kachemak Drive Path Committee – Commissioner Harrald

1. October 6, 2011 Meeting Minutes
2. Draft property Owner Notices
3. Memorandum and Attachments on Recommendations from Planning Commission
4. HEA Response

Commissioner Brann spoke about addressing the transient camping along the portion of the Mud Bay Trail along Kachemak Drive.

Commissioner Cumming reported that the committee is arriving at the point that a difficult decision requires a vote. She hopes that the other commissioners will comment on her comments. She was concerned about the content of another resolution submitted to City Council. Chair Bremicker noted that the committee had an in-depth discussion on narrowing the lanes and it was determined that due to public input this option was not recommended and will not be included on the revised resolution.

Chair Bremicker stated that there was a consensus in the committee that an off road trail was needed along the road. He stated that they had the Finance Director attend the last meeting and explain the process pertaining to use of HART funds and the amount that may be available at the end of 2012. Chair Bremicker noted that there is two separate funds – one for roads and one for trails.

The discussion by the committee centered on the final points to be addressed in the revised resolution which will be the following:

- What do we need to build?
- Where do we need to build it?
- How much do we spend to build it?

It is hoped that there will be a specific plan with specific numbers and funding to present to this commission and city council.

Commissioner Brann reported that the committee also discussed about drafting letters to be distributed to the property owners that will be affected by the proposed trail to see how many would be for or against the proposed project. Ms. Krause responded to the commissioner's inquiry that the letter once agreed upon by the commission will have to be forwarded to the City Attorney for review and drafting the formal document that can be distributed.

Chair Bremicker requested the sample letters to be reviewed by the committee since not all the members have seen it to comment on and then at the November meeting the commission can put forth their recommendations and then forward to the City Attorney.

Commissioner Cumming inquired when they can start re-working the resolution. Ms. Krause stated that the information included in the packet has not been before Council however in the meantime before officially being remand from City Council. It was commented that it may be as late as January or February before resubmittal to City Council. Further observations were made on the time that has been expended on this committee and the task they have undertaken.

Commissioner Archibald left the meeting due to a prior commitment at 7:30 p.m.

Commissioner Brann responding to Commissioner Lillibridge' question regarding the placement of the path along Kachemak Drive stated that there are still discussion on all options; because of the work being done with the sewer and water easement currently in progress would be ideal but there are several proponents to use that easement including property owners permission; conservation issues; feasibility of placement. The trail will be constructed from one end to the other but it may be along different avenues for different sections. That is one of the reason to sending a letter to the property owners so that they can voice concerns they may have regarding the trail. He further noted that Homer Electric Association has no objection to a trail placed in the utility easement.

Commissioner Brann briefly explained the plans to establishing the Mud Bay Trail and where it would travel. He briefly described the path starting at the end of the existing Spit Trail progressing up the hill; once on top of the hill there has been cleared out a path to the airport access road. He described further more details in placement and thoughts on locating portions of the trail from the portion of the path known as Mud Bay Trail up to the Bay Club. He commented that this portion may be pedestrian friendly only.

There was no further discussion.

#### D. Parks & Campgrounds Report – Angie Otteson

Ms. Otteson reported that camping season was closing at the end of the month. She said that the revenues were down for this year compared to 2010. The revenues collected were:  
\$125,818.00 Spit Campgrounds  
\$19,390.00 Karen Hornaday Park Campground

Ms. Otteson stated what she believed some of the circumstances causing the shortages were economy, lack of fish at the Fishing Hole, and the weather was not the best. There were brief comments about dealing with the conditions of the Fishing Hole. The last of the seasonal workers are done and completing



Commissioners commented on the efforts and work done at Karen Hornaday Park by the various groups and organizations. Commissioner Cumming gave a detailed explanation on the history and efforts by the Friends of Woodard Creek; the effect of the fill that was dumped on the one parking area; the requirement to attend to the priorities as already outlined for the park; the monies as promised by various groups and persons for the betterment of the park. She further elaborated on the hundreds of hours also put into the plan for the park. She was afraid that the funds would be nickel and dimed away.

Chair Bremicker questioned the monies promised by the Little League and if it may be "in kind" services.

There was \$9,000.00 being held by the Kachemak Bay Conservation Society according to Commissioner Cumming which encompassed the funds "promised" by Little League.

There was more discussion on the use of funds currently available for work on Karen Hornaday Park. Chair Bremicker asked if this discussion could be postponed until the October meeting.

There was no further discussion.

C. Kachemak Drive Path Committee – Commissioner HARRALD  
1. Synopsis of the September 8, 2011 Meeting (Laydown)

Commissioner HARRALD did not attend the last committee meeting she reported the response on the Resolution presented at the meeting on Monday by the members of City Council. She personally spoke to many members to get their reasoning for not approving the resolution was due to the wording included "Action".

Chair Bremicker reported that he spoke with Julie Engebretsen in Planning since City Council remanded this resolution to the Planning Commission. He opined that they gave the Council too many options and that the Commission should present to Council one plan for approval. He was told that once a project has been approved by the State it still takes 5-9 years to complete. He opined that HART funds should be used to complete the trail, they have a revenue source, and he believes that the community is agreeable that this trail is a priority. Ms. Engebretsen stated that a bond was not needed that the City could even get a loan. He believed that a single plan design option etc., real clear specifics that council can vote on. Commissioner HARRALD agreed but the one red flag she heard was the council being very protective over the HART funds and something about using those funds to extend Waddell Avenue. She stated that they will have to be really clear on the funding options.

Chair Bremicker explained that the HART Funds covered Roads and Trails. There was specific percentage for roads and separate percentage for trails. The Reber Trail was built with HART funds. Chair Bremicker stated that if they decide to use the funds for 10 years to pay off the trail along Kachemak Drive, well with Council approval. Commissioner Cumming noted a report by Lynn Burt regarding a review of the HART funds that could be done annually.

Ms. Krause outlined the steps that will need to be taken regarding the Resolution that was presented to Council on September 12, 2011 for the proposed path/trail along Kachemak Drive.

Ms. Krause called a point of order since the discussion really should be continued in committee not commission and was more appropriate for the committee to have this discussion regarding the proposed resolution.

Ms. Krause will extend an invitation/request to Ms. Mauras, Finance Director to attend the October 6, 2011 committee meeting to explain how the HART funds are used, etc. Ms. Krause will include a copy of the HART in the next committee packet.

Commissioner Harrald reported that comments received from cyclists feel that everyone's solution to safety is to get them off the road and the reality is they belong on the road and it should be addressed in a safe manner.

Commissioner Brann stated that two recommendations from the committee that will be presented at the next commission meeting. One recommendation was to install Share the Road signage and the Radar Feedback Speed signage. This will aid in increasing awareness and following the speed limit.

There was no further discussion.

D. Parks & Campgrounds Report – Angie Otteson

Ms. Otteson was unable to attend this meeting as planned. She related that she did not have anything of dire necessity to speak about that could not wait until the October meeting.

There was no further discussion.

E. Community Schools & Recreation Report – Mike Ilg

Mike Ilg reported that he recently attended the Alaska Recreation and Parks Conference in Seward, Alaska. This encompasses all facets of recreation from maintenance to citizen volunteers. It offers a great opportunity to network with others, however it does show him how far behind in recreation that Homer is. He strongly supported and recommended the commissioners attend a conference. They offer scholarships and you can also volunteer to help at the conference. Mr. Ilg reported that the conferences for the next three years will be 2012 Anchorage; 2013 Juneau; 2014 Unalaska; 2015 Fairbanks and he has suggested Homer for 2016. He noted that there is a lot of positive ideas and interaction. He will be attending the quarterly meeting with the School Board on using their facilities with the City Manager. He will keep them updated. They have some new activities to offer table tennis, Zumba dance class, herbalist classes, and youth running program and possible running club soon. He has a strong solid support of the camp host program and believes it will help protect against vandalism. In response to a question from Chair Bremicker he informed the commissioners that the conference is normally held in September normally after moose season.

Commissioner Cumming inquired if there was any idea on the time frame a campground host would be needed at the park. Mr. Ilg did not consider a time frame in the prospect of having a camp host he was just expressing his support of the concept and figures the commissioners can flesh out the idea under the pending business item.

In response to a question about drainage Mr. Ilg responded that Commissioner Cumming would have to check with Mr. Meyer or Angie Otteson.

Chair Bremicker stated that Commissioner Harrald' inquiry was out of order regarding the award of a contract on drainage.

Mr. Ilg stated that the benefits attending the conference for the commissioners would be very good. In response to a final question on the status of the HERC building and he stated there is currently no update on the status of the building. He would really love to have the building for the community recreation program. He will keep them informed. Mr. Ilg left the meeting at 6:23 p.m.

There was no discussion.

F. Staff Report – Renee Krause

Ms. Krause inquired if there were any questions. She described the progress with the work being done on the City Hall Renovations. The Budget is on her Staff Report and under the section for Parks and Campgrounds.

Minutes 22 March 2012, K-Drive Path Committee

Conference Room Upstairs at City Hall

Attending: Bumpo Bremicker (chair), Dave Brann, Dave Clemens, Beth Cummings, Lindianne Sarno (recording), Mike Stockburger (new member); Absent: Lynn Burt

Call to order, 5:40 p.m.

Dave Brann moves; Beth seconds approval of agenda, agenda approved.

Dave Brann moves Beth seconds approval of minutes, with this addition: regarding Beth's fundraiser idea, Dave Brann has doubts (1) because of what happened at Karen Hornaday Park, (2) is concerned that privately raised petty cash would be used for items that should be paid from HART funds. Minutes approved.

No public comments, no reconsideration, no visitors, no committee reports, no hearings.

Pending Business: Continued Discussion and Planning. Dave Brann hands out and explains the draft path maintenance plan (see attached handout). Summer and winter maintenance differ. Pack snow or plow it? Dave Clemens advises winter bicyclist's bike on studs. Path in winter will be multi-use: ski, snowshoe, bike, run. If plow in winter, melts quicker in spring. Regarding maintenance, we need to research: who owns the trail? The City? Don't make an assumption. Trail would be maintained at a high level, like a multiuse trail. City plows East End Road path, which is paved. K Drive Path will not be paved and plow vehicle could deform gravel structure.

Dave Brann is working on proposed funding plan. HART funds (Homer Accelerated Roads and Trails), \$304,554 in that account. \$100,000 added annually. Can be used for initial survey, materials, engineering, building, hiring contractor. Bond issue not needed, since HART funds are a reliable income stream, City can borrow against that and repay over time. STIP estimate was \$35-40 million, way too high. K Drive Path Committee is asking for city staff time, not funding. Other potential sources: Homer Foundation, donations, fundraisers, STIP, grants.

We describe path to Mike to get him up to speed. Mike owns Homer Boat Yard on Kachemak Drive and drives heavy rigs on K Drive frequently.

Packet that will go to Parks and Recreation and City Council: Make sure pages 57, 58, and 59 are removed from packet.

Private landowners on Kachemak Drive: will need each individual's permission. City Manager Walt Wrede will write the letter asking for right of way. . It's on his desk.

We agree to lobby City Council. Beth Cummings > Beth Wythe, Dave Brann > David Lewis, Dave Clemens > Mayor Hornaday, Lindianne Sarno > Brian Zak, Mike Stockburger > Barbara Howard, Bumpo Bremicker > Barbara Howard. We will wait till we have the whole packet to complete our lobbying assignments.

Walt Wrede joins us.

Beth Cummings wants to see this summer a retaining wall planned at the west end of the proposed trail, cut trees, get plans going.

Walt comments that Dave should bring a plan. Dave plans this summer to concentrate on making Mud Bay Trail a four foot wide walkable path.

Beth: Mud Bay Trail is inappropriate for bicyclists, OK for pedestrians. Find a way to build a terraced walkway or retaining wall on south side of drive. Also, have a bridge made beyond the west end of Aviation Leasing, over the culvert.

Bumppo: will need real engineering on that section of trail.

Dave Brann: This summer, signage. Small speed feedback signs. Need DOT permission? Letter from city not necessary. Dave will photograph existing signs and include with map to DOT. Share the Road program.

Digital signs are \$3,000 each, differing degrees of information can be harvested, depending on cost: count vehicles, record speeds.

Signs go up on Mud Bay Trail when snows melt. "No Camping." Sign on two 4 x 4 posts, "Mud Bay Trail." Lynn and Beth will arrange this.

We choose meeting dates: April 5, May 24 (no Dave Brann), June 14.

Comments: Thanks to Mike Stockburger for joining the committee. We are making good progress.

Adjourn: 8 p.m.

Kachemak Drive Path Committee

Thursday, February 23, 2012, 5:30 p.m.

Bumppo Bremicker, Chairman, Beth Cumming, Lynn Burt, Lindianne Sarno, recording, Dave Brann, David Clemens, Kevin Walker, visitor.

Motion to Approve Agenda: Beth moves to put New Business B. before New Business A. No objections, we approve this change. Beth feels it's important to get our resolution done and ready to go to Parks and Rec.

Dave Brann moves to approve, Beth Cumming seconds, no objections, approved.

Motion to approve minutes: Beth moves. Dave seconds, no objections, minutes approved.

Public comments: Kevin Walker, when shall we discuss my packet of info? Beth thinks this packet should accompany the resolution to City Council, and it will be discussed then, including Kevin in the discussion.

Pending Business: Continuing Discussion and Planning for Path Design, page 7. Kevin Walker at the microphone. Regarding providing public with access to and from the airport for pedestrians who get off planes. Kevin's letter to Jennifer Bailey cleared up; we are not proposing to trespass on airport property, but rather to provide safe non-motorized transportation corridor for people coming to and from the airport. Dave Brann reports that Jocelyn Biloon and Scott Thomas, say DOT is working on this. They recognize there is a committee, and Dave is their contact. Walt Wrede, City Manager will get in touch with Ms. Biloon regarding a traffic count. Jennifer Bailey is our contact at DOT Public Transportation Facilities, Aviation Leasing. She is in Anchorage. Kevin Jones is the airport manager.

Bumppo points out that if we are in the DOT right of way we have to follow their requirements, regardless of whether DOT is paying for it. (1) Survey (2) Engineered drawings (3) ADA design specs (4) erosion control (5) contract with DOT to provide maintenance (6) liability and insurance coverage. City of Homer sponsorship is crucial, especially for ongoing maintenance.

Dave Brann points out most of the easements are private property easements. They are not a big stumbling block, especially with approval of City Council. Utility easements are outside DOT right of way. Until we survey each section on the ground we won't know for sure but huge section of road is outside DOT right of way.

Dave Clemens: suggests we send DOT a package about the DOT right of way on the sections that are in DOT right of way. Kevin Walker says Jennifer Bailey says this is already in DOT planning. Next step is contacting the City Manager, the City Manager contacting state planning, and getting back to us.

Bumppo: what we need is for city to officially to buy into this and deal with DOT.

New Business: page 67, reformulating the Resolution on the Kachemak Drive pathway. City Council sent it back to Zoning and Planning, who sent it back to us. It was too muddy last time.

Add to the resolution; include a funding plan mentioning that there will be \$305,000 by the end of 2012.

Beth suggests we send to the city this resolution, the Kachemak Drive Path specifics packet created by Kevin Walker, and a funding plan.

FUNDING PLAN: the city can borrow money at good rates, against the HART money, need not be bonded, borrow against the revenue source for 10 years. Julie Engebretsen, Planning Department, says this is a common practice. Funding plan would include private donations and HART funding. Page 95 of our packet gives an outline of the Planning and Approval process.

WHAT WE MUST ACCOMPLISH: Bumppo: We want City Council to direct city administration to start focusing on this pathway. Dave Brann commented, to direct city staff to do what they can to keep this moving along. Give the city a plan for maintenance. Bumppo interjected that we still need to contact landowners, how will they feel about this. Dave Brann: this is on top line of things to talk about with the City Manager.

Beth: Two City Council members commented, "We want to know what you have in mind."

DOCUMENTS WE NEED: (1) resolution (2) packet from Kevin is ready. Complete these two items tonight. Then Renee can advise us on form of (3) funding plan (not ready) and (4) a letter to private landowners will come from the City. (5) Maintenance plan.

We revise the resolution. See resolution on next page.

Beth moves that we approve Resolution 11-090 as revised and send it on to Parks and Recreation and the City Council; Dave seconded. Unanimous approval. See resolution on next page.

Bumppo moves that we assign a council member to each committee member, and well in advance of the City Council meeting bring to them the packet including: resolution, Kevin Walker's packet, and funding plan. Dave Brann says we'll not have a projected cost until the survey. Dave Clemens suggests we mention that we've scaled back from the East End Bike Path to less than \$1.5 million per mile.

Beth proposes changing our Committee's mission statement: "to build a safe non-motorized separate path along Kachemak Drive, connecting East End Road to Spit Road via the airport. Kevin's packet is called our preliminary engineering packet.

Beth proposes a fund-raising event to raise \$5,000 to \$10,000 petty cash. She has engaged a professional event producer, Sally Oberstein, to produce the event, and is proceeding with these plans as a private citizen. Funds would be used for chain saws, Surveying, signage, and other uses.

Dave Clemens mentions that the Homer Cycling Club approves increased signage to increase safety on Kachemak Drive for those commuting cyclists who will continue to use the road. If Kachemak Drive is improved, the cycling club would support widening the shoulder for the safety of commuting cyclists.

Beth wonders if the Mud Bay Trail is included. We see the Mud Bay Trail is included in Kevin Walker's pre-engineering packet.

We discuss the plastic walkway and decide a request has gone to the city for the walkway.

Report on December 10 Field Trip: Dave Brann said it was valuable, going from the airport lot, down, looked at possibility of cut-off trail. It will be challenging. Walked along the beach to the road. Site visitation was valuable. Clarified and provided yellow line and blue line on the pre-engineering packet. Lynn agrees with Dave. Beth says the foundation is there on Aviation Leasing land for a full quarter mile, bridge would be used to cross the gully, then pleasant going among the trees. Yes, it drops steeply and bicyclists could walk there. Bicycle trail would be fairly easy along the Mud Bay Trail.

Kevin Walker: revised mission statement as noted. Will include resolution. Lindianne will e-mail resolution to Kevin as well as to Renee. Will leave off last three pages.

[homerkev@gmail.com](mailto:homerkev@gmail.com), [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us),

Re funding and maintenance: Dave, Kevin, Renee, will put those together, and Kevin will send them out to the Committee via e-mail. HART funds: \$234,719 at end of 2011, \$305,000 by end of 2012.

Dates: Next Parks and Rec is 15<sup>th</sup> of March, City Council will be 26<sup>th</sup> of March. Possible for this resolution and preliminary engineering packet to go to these meetings. Renee, please put the Kachemak Drive Path on the agendas for both those meetings. Bumppo will call or e-mail each Committee member to assign a City Council member.

Our next meeting: March 22, fourth Thursday in March.

We adjourn. 9:05 p.m.

CITY OF HOMER  
THE REVISED RESOLUTION:

City Clerk/Parks and  
Recreation Advisory Commission

RESOLUTION 11-090

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
SUPPORTING THE CONSTRUCTION OF A NON-MOTORIZED  
PATHWAY TO INCREASE SAFETY FOR MOTORIZED AND NON-  
MOTORIZED USERS ALONG KACHEMAK DRIVE LOCATED  
WITHIN HOMER CITY LIMITS, FROM THE BASE OF THE HOMER  
SPIT TO EAST END ROAD

WHEREAS, The Parks and Recreation Advisory Commission established the Kachemak Drive Path Committee to specifically address possible solutions to the hazards presented to non-motorized and motorized users of Kachemak Drive; and

WHEREAS, The Kachemak Drive Path Committee received substantial public input on safety concerns; and

WHEREAS, The Homer City Council has shown support for this non-motorized pathway by inclusion of the Kachemak Drive Rehabilitation/Pathway on the Capital Improvement Plan; and approving the Homer Non-Motorized Transportation and Trail Plan; the Homer Area Transportation Plan; the Climate Action Plan; and the Homer Accelerated Roads and Trails (HART) Policy Manual; and

WHEREAS, Increasing non-motorized transportation improves public health and safety; encourages tourism; cleans the environment; reduces transportation costs; and enhances livable communities; and

WHEREAS, The City of Homer has available HART trail funds that can, including other sources, form a basis for funding this project; and

WHEREAS, Utility easements can be employed with the permission of property owners.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby supports the construction of a non-motorized pathway along Kachemak Drive within the City of Homer, and that said improvement will enhance safety and benefit the public; and



BE IT FURTHER RESOLVED that the City Council of Homer, Alaska further supports actions increasing safety for motorized and non-motorized users of Kachemak Drive in the following ways:

1. Increasing the usage of signage warning drivers of bicycles and pedestrians on roadway.
2. Build a separated path paralleling Kachemak Drive using utility easements and public property, and increase the use of signage.



Minutes, Kachemak Drive Path Committee, November 22, 2011

Attending: Beth Cummings, Kevin Walker (visitor), Bumpo Bremicker (chair), Dave Brann, Lindianne Sarno (recording), Lynn Burt, David Clemens

Call to order, 5:30 p.m. by Bumpo

Agenda approval: Beth moves to approve, Dave Brann seconds, passed.

Minutes approved: Dave Brann moves, Lynn seconds, passed.

Pending Business:

Meeting dates: December 15, 2011, Thursday, 5:30 p.m.

January 11, 2012, Wednesday, 5:30 p.m.

Continuing discussion, planning for path design

Dave Brann shows us a guide to path design from Minnesota Department of Natural Resources and other sources. We are aiming for a ten foot gravel path with sections of wetland and water crossings which will require other techniques. Techniques we are examining are all city approved. Page numbers here refer to hid guide to path design.

Page 27 - bridging, grading discussed. Page 29. NFS means non-frost susceptible. P 6.46, p 6, p. 6.58 boardwalks and bridges, ways to cross drainages. Bridge would be needed to go down to Spit from airport parking lot. That grade is very steep on the road (12%). Regarding airport leasing, there is a 50 foot x 2 DOT right of way.

Dave Brann recommends we use these materials to develop a final packet to present to City Council. Dave will ask Renee if she can create a packet for the committee. He suggests we draw a line on the map and ask Renee to copy it for the committee. Kevin Walker discusses with committee the segment from airport to Spit.

Dave Brann suggests we meet as an announced group and walk that section and other sections. We select December 10, 11-1 p.m. We invite Kevin to join us. Meet at airport parking lot and go to wetlands at other end of path.

Kevin discusses the sheet he created, accurate to +/- 100 feet. We use these numbers to identify suggested areas for trail types. Dave wants to correlate these numbers to the map.

Bring to field day: 100' tape, GPS device, range finder binoculars.

We break for five minutes and reconvene around visitor table. We correlate numbers to map. We will generate even more detail during field trip.

We return to U-shaped table and continue meeting. City council meeting, November 28, Dave Brann and Bumpo will attend, and will advise City Council of level of detail we have attained.

Visitor comments: Kevin is glad to participate

Beth: specifics are wonderful. Is writing to Jennifer Bailey about Aviation Leasing.

Lynn: Excited about specifics

Lindianne: will e-mail dates to Renee, then notes on Monday

David: Excited about field trip

David: Ditto

Bumppo: Ditto

Bumppo adjourns meeting at 8:10 p.m.

Kachemak Drive Path Committee

Meeting, November 7, 2011, 5:30 p.m.

1. Call to Order – 5:30 by Chairman Bumpo Bremicker

Attending, Beth Cummings, Bumpo Bremicker, Dave Brann, David Clemens, Lindianne Sarno, new member. Ingrid has resigned. Bumpo appoints Lindianne Sarno, who is recording minutes.

Agenda approval. Dave moves to approve. Beth seconds. No objections. Agenda approved.

Motion to approve minutes from last meeting. Dave moves, Beth seconds. Minutes approved. Beth wishes to discuss Mud Bay Trail.

Public Comment on Agenda Matters: Lynn Whitmore, Chair, Kachemak Bay Moose Habitat, visitor.

Lynn Whitmore: Lived here forty-odd years. Seven years Homer Fish and Game Advisory Committee. President. Kachemak Drive Moose Habitat, mitigation funds as result of lake of Bradley Lake hydro project. Moose and black bear and goat affected by that project. Ended up with \$187,000 to work with, now have about \$1,000,000 property, \$250,000 in bank. Fairly successful. At request of Fish & Game, trying to acquire habitat around Beluga Lake to save Homer Bench herd. I like to eat moose, I put time in to give them food, get food back from them. Fundamental. Understand a little of what you propose, put trail through our property, how can we help, need to hear what you guys have in mind. Trail design, trail size. My job is to feed moose or give them a quiet resting spot. Beluga land isn't so much food as quiet resting place. They get stressed in March and April, die off occurs then. F&G says not better buying property in lowlands, moose have been coming down to wetlands. Need quiet place to sit and rest. Trails, OK, through good habitat, trails going along right of way, OK.

Bumpo: Conservation easements – is that what your land is called?

Lynn: No. Land Trust deals with conservation easements. We have notes on some our property, in perpetuity agreements. Private donations and parcels, our stuff, some has easements. Around Beluga Lake.

Beth: Three pieces, west of Arctic Tern Road, is Moose Habitat Incorporated willing to let this city-owned trail go across?

Lynn: How wide? Type? Quality? Any place where there is potential for water/sewer services or HEA events, you want to be aware those services could bisect trail. My board would not be glad to have trail in moose habitat. But it would be OK if you keep trail close to Kachemak Drive.

Dave Brann: have not drawn line on map. Starting from Airport Manager's office, keep under power line, all the way to Arctic Tern, that looks do-able. HEA has no objections.

We don't want to do this without full support of landowners. Contacting Moose, Inc is part of education process for us.

Lynn: I recommend you come up with statement of trail width and materials. Do something right on foundation, in case it will have to be paved someday. If I go to talk to my board, they will want to know how big this is. Some landowners have been whacked with assessment and the take. Some people won't be thrilled to have someone else come along. Bisect some other way, may not take it very well. Path of least resistance. Say to folks, look they're changing your front yard anyway, won't plant native vegetation, we'd like to put trail through. Folks may not want trail in front of or behind their house. Easement for water and sewer is already there, concentrate there.

My board will be interested in uninterrupted quiet space, as you get away from road, power line has cushion of trees between road and power line. Keep it quiet. That's what you'd be up against.

Dave: Could you provide us with map of properties you own.

Lynn: City Planning department. On maps. Figure on a ten foot footprint. Water and sewer project. My board includes chair of Alaska Energy Association. Other is in charge of all refuges, McNeil River sanctuary. Both concerned with water flow on surface of Beluga wetland. Water sewer project changed the flow of things. Fish and wildlife made a fuss with city. If you do anything to further change that flow, you'll run into further headwinds. Again, keep it close to water and sewer project.

Bumppo: Most of trail, drains away from the bluff. Most folks didn't get that. It drains towards slough. Put in culverts to deal with that afterwards. Water and sewer takes that into account and is sloped in that direction. Trail on top could interrupt that flow. Needs to be way to let flow get across that trail.

Lynn: Landowners won't soon forget that impact on bay side. Catch it early and design it properly.

Dave: Geoblock. Familiar with? Inch and half thick in delicate areas.

Lynn: Is it a foundation? Can you pave on top of it? PSI? You'll be compressing material.

Bumppo: This helps us a lot. Drainage issues, quiet zones.

Lynn: We've all watched moose die near trees. Need to not get disturbed so they don't burn energy. In a lot of cases, you'll be dealing with already stressed landowners. Better now. I would get a fairly quick professional opinion on trail format and size. Settle what trail will look like, cost at 10 feet, prepping for future pavement. East road, huge substantial trail, had to be designed to repave. State parks will have standards for designs for wetlands. Might be leftover material from Islands and Oceans.

Dave: Bishops Beach material will be replaced. Possible to get that material.

Lynn: High value wetlands. EPA allows people who get in trouble to mitigate properties through us. We get asked to make sure Larry Herndon isn't into wetlands while ground freezes. Did core samples, they

have this amount, allowed to do now, rest after ground is frozen hard. Better to piggy back on water/sewer project.

Lindianne: how best to interface with those guys?

Lynn: (1) decide what trail will look like. (2) High value wetlands, forested HEA right of way, trail design may change. May be able to use Islands and Oceans stuff in drier parts. (3) Where will you put trail? F&W, F&G, ACoE, describe two paths, right of way and other. Have that together, then go sit with them and talk it over. Once you get your route A and route B, and trail design, have accepted building material laid out. Go to entities that have designed trails, those are the two or three types, high value wetlands, drier, highlands, enough due diligence to ask for their opinion. They may say no input until finalize. Or may be helpful. Give them some ownership of project, input up front.

Dave: How do moose deal with boardwalks?

Lynn: Moose would cross without too much problem. Heavy snow year, moose use path of least resistance. Snomads have gone into high country when wolves were getting into big valleys, pack down snow so moose can get around. Make paths to next valley. Next day, moose are out of there. Don't make it high, slick. They go across the highway.

Beth: Who for trail design?

Lynn: Jack Sinclair, in charge of state parks, Kenai Peninsula. DOT for trail design. They've done big ones and small ones. DNR state parks has one landscape architect who does trails. He will send you to somebody.

Dave Brann: Alaska Trails has design people.

Lynn: Homework: pull up borough base maps, turn on feature that shows trees, aerial imaging, look to your designs, you can come along here and see how much of each type, have that available as it goes across different parcels.

Bumppo: We're fortunate to have Kevin Walker, retired highway engineer, here. Thank you for valuable information.

Lynn: My name is in phone book. Also work part time Jay Brandt.

Bumppo: Pending business: specific strategy.

Kevin Walker: I made trip charts, a have a file, can print out to draw a line on a map. This section is wetland, this section is high, steep slope, etc. for different types of trail.

Wet, dry, steep. Three types.

Looked at 38 page sewer and water project, a little less than half the trail. Go up behind the gear shed and boat yard. Legal easement there. Davis Street. There is room for ditch and trail.

SWPP plan, whole plan, say they will grade, and plant. If they are doing that work, park money, access to, equipment is there already, have them lay down typar and put some gravel on top of it. Erosion resistant. Compact. Make sure water doesn't pick up dirt when it flows across it. Piggyback on their corps of engineers and permits. We'll help you out, put in some volunteers, in-kind contributions.

Bumppo: Advantage of putting this on top of existing, we don't have to excavate. Just add something on top. Disadvantage is drainage issue Lynn was talking about.

Kevin: while they're excavating, do our foundation as a trough in the middle of their excavation.

Bumppo they quit because they're waiting for it to freeze up for those wet areas. They seeded already.

Dave: Get in touch with Larry Herndon.

Bumppo: Larry is for this project.

Beth: Ongoing conversation with his wife. He will be gone two weeks, be back late November.

Lindianne: Move that we get in touch with Larry and invite to our December meeting.

Bumppo: I will get in touch with Larry Herndon.

Beth: Part of trail from base of spit to Arctic Tern. Few landowners there. We need to work on both at same time. People need to see section that has been accomplished. I am talking with landowners. One landowner said, you should go across my land. He will try to talk to other landowners. This is doable.

Bumppo: To get approved, we need a plan for whole thing.

Beth: Would like to go into detail for first mile and a quarter. 35 landowners from end of sewer and water to east end road. Middle starts at Arctic Tern. Limited number of landowners, most of whom are businessmen, they will get behind it.

Dave Brann: Progress with water and sewer now. I agree, work on that section. Get Larry in here. Specifics. Later in agenda, letter: has to go to commission and then to landowners.

Beth: Talked to Julie Engebretsen, City Planning, I mentioned the letter. She said the letter is not to you. That's the job of the staff to do.

Dave Clemens: Lynn laid this out perfectly. Width, design, materials. What it is. Do our due diligence. Specifics: City trail manual.



Kevin: East End road is ten foot. Major trail. Paving equipment doesn't go less than ten feet. Can pave eight feet. Dig trench and fill, that will be flat, eight feet with no slope.

Bumppo: Put down decent base, could pave later. Just figure out width and surface.  
Wetland area, would need special work to pave later.

Dave Brann: Safe Level 3 trail description. Page 16. Informal trail, semi-urban to rural, through neighborhoods. Use primarily pedestrian and include bike and horse. No shoulders beyond surface top. Surface material type is 4 inches not frost acceptable gravel over geo textile, boardwalk, or other reinforced type materials. Steps discouraged, less than 8% grade. Their preferred design manual for trails. If necessary include boardwalks, same width.

Dave Clemens: Page 32, non-motorized transport plan, description. Multiuse path, ten feet. Like East End path.

Bumppo: Kevin have seen material dredging out of harbor? Lots of it above Pier One Theatre. Wonder if that material would do? Sandy gravel.

Beth: Jeff Middleton said, it's mostly sand, would use as fill, would have to put gravel that impacts on top to be useful for bicyclists.

Kevin: Has to be combination of sizes, sharp compactable particles, crushed. 30% or more have to have sharp fracture faces. Mix dredging with crushed gravel. Presents

Bumppo: Ten foot wide, geotextile under it, level three. Boardwalk included in some areas. Tough enough to have snow removed. Small snowblower. Maintenance cost.

Detailed plan:

From base of Spit, flat on trail, until pull off place at base of hill. Fill along side of road, leave grass strip. Or boardwalk along that section. \$100/foot for boardwalk. (Need permission from Jocelyn Baloon for working in that right of way. Boardwalk in right of way, but would need permission from ACOE and F&W for pilings.) Grass strip or barrier separates bike path from road. This takes us to base of hill.

From parking lot at base of hill, trail goes off through patches of trees, drops down to wet area, next patch of trees, over hill, to wet area, then hugs the edge of the grass, mostly at toe of the bluff. Ten foot wide gravel path. Until airport access road. Multi-use recreation bicycle-pedestrian trail. Plan includes signage out on road for bicyclists who continue to commute on the road: Do not pass bicyclists on this hill!!

There is (1) option to go up the long slope to the west end of long term parking, rejoining huge road shoulder; would require bridging culvert; (2) easiest option is to go up airport access road. Consult with experts, Dave Brann suggests asking Kevin Myers about this section. Dave Brann will call Kevin Myers. This is our only problem area.

Up access road to long term lot across from airport. Research Reserve building, all part of Aviation Leasing. Follow yellow line, sewer line, to Bay Club Driveway, filled trail along that section. Little bit of leveling, geotextile, and gravel, will take care of that section. Cross the road right there, to right of airport manager's office. Cross there because few driveways for bicyclists to cross, good line of sight. Now you're on northside of K Drive, follow blue line, along road to end of boat yard. A few puddles in there, mostly dry, gets wet last lot of four. Power line easements go along there. From end of boat yard, follow power line easement across Lampert Lake to Caravan Trucking Company, section there is somewhat wet. Use plastic boardwalk, or Geoblock. Geoblock maintains trail structure, but nature works through it. Plants, water, gravel can all get through. Could help us get across muskeg/wetland. Stay close to road, but separate. Stay under power line on Moose, Inc. property. To Arctic Tern.

At Arctic Tern, powerline continues parallel to road. Stay with it. From Arctic Tern to curve, terrain is dryish, muskegish, dry enough for tyvar and 4 to 6 inches of fill. At curve, just before house, cross the drive way, stay close to the road, then cut back to powerline easement. Terrain is relatively dry, use Geoblock, gravel, or turnpike style. Old mill, go in front of mill, stay on powerline. Right across from Morris Avenue. Property owner says OK to go in front of his house. Cut back to road in front of Rob Zolo's property. Join water and sewer.

On water and sewer line, fabric and gravel construction. Easiest for maintenance of water and sewer line. Until high value wetlands. Short high value wetland sections. Where spruce trees grow, fabric and fill gravel OK; where terrain is grassy, will need Geoblock. All the way to boat yard. May be able to use plastic boardwalk from Beluga Lake trail. Boatyard, use water sewer line. To Davis right of way. Big ditch is there, put in large cement culvert, lay in ditch, cover with non-frost fill.

Bumppo: Agenda: Close meeting. 8:30.

Beth: Carey Meyer said we need formal letter, requesting plastic material to be removed from Bunnell Street. Beth will write the letter, Bumppo will sign. Beth moved, Dave seconded.

Bumppo: meeting dates: City Council is 28 November. Go to City Council and ask for resolution back. Do not need vote on it. Need ten days to advertise. Our next meeting will be Tuesday the 22nd of November, 5:30 here, Parks and Rec is 17th of November.

Bumppo will call Larry Herndon and see if we get him to come to that meeting.

Dave: Will keep chain sawing logs out of Mud Bay path.

Bumppo: Adjourns meeting at 8:30.

Minutes for Kachemak Drive Path Committee, Thursday, October 6, 2011

Bumppo Bremicker, chair, Beth Cummings, Dave Clemens, Lynn Burt, Dave Brann, Lindianne Sarno recording

Bumppo called the meeting to order, 5:30 p.m..

Motion to approve agenda by Dave Brann, seconded by Lynn Burt.

Agenda approved.

Beth Cummings moved to approve minutes, seconded by Dave Brann.

Minutes from last meeting approved.

No public comments.

Visitor: Regina Mauras, Finance Director, City of Homer. Regarding HART policy, spoke with Walt Wrede, for better clarification. Walt reiterated that any trails built need to be adjacent to city roads, city property. State road wouldn't be considered. Suggests that path committee come up with exactly what you want, run it through the attorney's office and see if it meets the policy. This is what we intend, is it within what City intended? Funds are available for non-motorized trails. \$110,000/year available for trails. Actually: \$226,222 at end of 2010. \$305,000 will be available at end of 2012. Trail does not have to be along the road, then it's considered diverse, and can be within meaning of HART. Sidewalk has to be along city road, trail not necessarily along city road.

ADA compliance necessary. Dave Clemens suggests we get full wording of Resolution 7-82 because this is referenced by ADA requirement.

Once you get full approval resolution, then ask council if we can access these funds for this trail. Get an Ordinance for however many dollars you think it will be. Can request loan from city from City funds. Look through project section of budget, funds can come from different sources. HART, general fund.

Bumppo: say it costs \$1,000,000, that would be ten years of HART funds, could city access loan using HART funds to pay it off? Regina: there are precedents.

Dave Brann: Once city approves use of those funds, how do you access just the amount you need. Regina: Look at project, e.g. \$5,000. Ask for whole amount. Once it's been approved you have three year window to complete project. Spend it as you use it.

Dave Brann: If this committee were in charge of building this trail. Go to SBS to get materials, they bill city? Regina: Through contractor, we would get bill from contractor, with costs of labor and materials. If you were building, it would go through the city.

Regina: Will get copy of Resolution. (Delivers copies of Resolution 7-82)

Beth: Over water utility easement, one segment or phase from East End road, second segment from base of Spit going as far as Artic Tern Road, third section in between there. Three phases. Regina: Put that in a resolution to get blessing of council. Ordinance would be once we have a dollar amount.

Pending Business:

Dave Brann: Met with HEA and got response: no problem with use of HEA right of way for bike path. Beth questions Dave on water sewer line plan, some electric lines seem to be underground. Discussion: Dave says wouldn't want us to raise with so much fill that maintenance would be difficult under lines.

Dave Clemens: In Anchorage, trails run over easements. Dig up if needed, then patch again. Beth: get letter from Anchorage? Dave Clemens will get a letter from Anchorage. Gas, water, sewer, electric, easements are the best way to go for bike paths.

Dave Brann: Right of ways are reserved for utilities. Bumppo: State right of way? Dave: It varies, 30 to 50 feet. When road was rebuilt, state didn't have money to have consistent right of way. Beth: State claims land along Kachemak Drive that goes across ditches to be able to cut willow. Prescriptive right of way. Dave: advantage not having path on DOT right of way.

Discussion of possible funds source. HART program. Page 15 of packet: Bumppo: we meet most of these criteria. Need to discuss property owner participation.

Beth: Reiber Trail is not wheelchair accessible. ADA applies?

Bumppo: could be done at Kachemak Drive.

Dave Clemens: Re staying off DOT: city council may try to push this off on state, keep in mind. Bumppo: City has been saying for ten years let state build it. I don't see this ever being number one on CIP list. Maybe we can get some partial funding from the State. Dave Brann: State DOT resists building bike trails. This will cost way less than most people imagine. Much can be done by volunteers. I'm concerned about permission from landowners. Once we decide where line on map is, potential costs known, we can possibly look for other sources. But start with HART funds. Bumppo: Use ten years of HART funds: \$1.3 million available. Matching funds from state. Grants. If you have pool of money to start, it attracts other money. City Council is concerned about money. Come up with solid plan.

Beth: I talked to four council members. One said, go for it. Second person said, you need to simplify, direct and be more specific in purposes. Two other people said, I don't want any unforeseen commitments financially for the city. (But I didn't mention HART funds.) We don't even know if there are trails that have higher priorities. Trail between Senior Citizens and Pioneer possible.

Bumppo: I testified at City Council and brought up HART funds. I made it clear that the HART trail funds are a separate fund and have to be used for trails. This won't take any money from road building funds. I made that clear.

Beth: Regarding Reiber Trail. It was not related to roads. It connected a road and another road. Purely connecting two roads and paid for by HART trail funds.

Lynn: Reiber Trail: Is it through private property? Dave Brann: Within piece of property that was donated to city by a homesteader.

Bumppo: At some point we should make recommendation to city. If offroad trail is our intention, we should move to do that and get this buttoned down.

Dave: Any other encumbrances on HART funds? Bumppo: none that I know of. Regina said this is what's left after encumbrances, at end of 2012.

### C. Discussion and Recommendations on Defining Purpose and Goals of this Committee

Beth: Mission statement should stick to one path paralleling Kachemak Drive for safety of non-motorized traffic. Dave Clemens: We have five or six different notions. Beth: would like to get back to having a separated path, separated from K Drive, emphasizing safety of bicyclists and pedestrians. Include reference to need for smooth flow of traffic. Would like to give one choice to go to Parks and Rec and City Council.

Bumppo: change available funding, contingent on "available HART trail funds" and give specific numbers. On page 25, new resolution: path paralleling K Drive.

Dave C: goal of this committee: trail separated from road generally, or will this committee also obtain easements? Is goal to get blessing or is it to get specifics?

Bumppo: Blessing of City Council has been accomplished. Our goal is to make this happen. The more specifics, the better their reaction will be.

Dave: Line it out, this is what we want to do. We should plan out the trail that we want, that makes sense, is workable, is a good trail. Then look at funding. Design a good piece of infrastructure, then go for it.

Bumppo: I agree. Put in clear funding sources. In resolution: this is our plan, here is how to pay for it.

Beth: Would like to provide exact wording for new resolution. Old resolution on page 25. Concept and construction of a non motorized pathway to increase safety for motorized and non motorized users along Kachemak Drive located within city limits. And to encourage the smooth flow of traffic for both commercial and noncommercial users along Kachemak Drive.

Line 7, "these safety and traffic flow concerns, construct separated non-motorized path"  
Line 15 leave out "and"

Take out line 16 through 20.

Put in a whereas: before line 22, be it resolved City of Homer Alaska supports concept and construction of a separated non-motorized pathway along Kachemak Drive.

Add: WHEREAS lanes are mainly only 12 feet wide with little shoulder space between road and ditch and mainly prescriptive right of ways,

WHEREAS, this project is dependent on funding, HART funds are available for this project.

Line 29, be it further resolved that the city of Homer, etc ... as well as supports action to encourage smooth flow of commercial and non-commercial traffic,

Line 31 omit

Keep line 32, a separated path paralleling Kachemak Drive utility easements

Bumppo: discussion?

Dave Brann: smooth traffic flow for commercial vehicles. I don't think we have to worry about traffic on road. Separated path is our job, creating smooth traffic flow is not in our purview.

Bumppo: Wider reasons for this path, it doesn't hurt to have them in there.

Dave Clemens: This is a significant change. We're concentrating on a path. This is good. Moving forward. A gravel based trail will not remove all cyclists from the road. Cyclists will say, "gravel path? I'm on the road." Would still like to see wider shoulders and signs on the road because bikers will be on the road. Relieving traffic flow: there will be bikers on the road.

Bumppo: Lindianne looked on internet about surfacing trails. City has amount charged to homeowners. Paving costs half as much as gravel base. Asking Kevin: cost of paving and subsurface?

Kevin Walker, retired state highway engineer. I worked in Nome and Kotzebue where it cost hundreds of dollars a yard to get materials. I know state had a program to pave everything black because maintenance coat is lower. Once it's paved, don't have to grade. Have to tear up once it falls apart. City charges less for paving than for gravel?

Bumppo: page 16, number 6 seems to say gravel costs more than paving.

Kevin: passed two people riding on east end road tonight. Several types of bicyclists. Several kinds of roads. Can ride a bike 30 mph on compacted highly crushed gravel. Pavement great as long as it's maintained. Gravel starts at 30/foot and then the paving goes on it. Crushed high quality gravel surface. Base is expensive.

Dave C: City council meeting, idea of bikes off the road? Bikes have a legal right to road. Bikes won't disappear. Public needs to know it's OK for bikes to ride on Kachemak Drive. Get bikes off the road is wrong message to send. It's not the law.

Beth: whereas all of the north side of K drive is commercial and routinely used by commercial sized vehicles, add that whereas to resolution. Do you feel there should be mutual courtesy for bicyclists to ride down middle of lane? Saw two bicyclists with dog on rope with dog wandering all over. If

Dave C: I'm in middle of lane, don't pass me. It's not safe. Trucks go slowly, I couldn't pass truck. If cars stack up behind me I pull over and let them pass. I try not to slow cars for more than 12 seconds on West Hill Road.

Lynn: Everybody is responsible for safety of all. Good citizen.

B: I wait until it's safe to pass cyclists on K Drive.

B: Comment: Not all commercial on North side of Kachemak Drive; it's zoned rural residential where I live. Want to continue this? Hammer out resolution now?

Lynn: great to hear what Beth had to say. Would be good if we had Ingrid here. Vote to wait on that.

Dave B: wait. We need to be able to answer city councils questions. We don't have the line drawn. Will it all be on water and sewer line easements? We talked about work party concentrating maps and where we want the trail to go, so we have clear picture

Bumppo: Table this discussion. We're starting to get it. We need to get more specific. Thank you, Kevin, for your input.

Kevin: Plans, specifications and estimate. Take care of easements. Huge job. I'd be happy to work with you guys and try to put the line on the map. From here to here, this kind of construction, each section of trail has typical section. Might have three or fifteen types of sections. We need a sketch, a readable document, assume can go across airport leasing, cross south to north side at some place, I volunteer to help get it started. Pencil and paper sketch will result.

B: Work session, you'd be valuable.

K Can work with Dave or whoever, here's where we have to go through trees, make it so when we come to work session we're not starting from scratch.

Bumppo: schedule this: we're now on new business. Leave time for preliminary work.

Dave C: Have connectivity plan all the way from spit to East End,

Kevin: From Artic Tern Road to East End Road it's all laid out. Good to go.

Beth: 35 property owners from Artic Tern to water sewer line. Have started calling. Listened to him for half an hour on Eminent domain. Anne Whelan wildly enthusiastic. No one else was happy. Planning commission voted to put it on the STIP list. Dave: STIP list does not mean right of way. State Transportation Improvement Plan.

Dave: Getting back to worksession, plan work session, get it on paper first. Until we draw lines on paper here, then we are spinning our wheels.

Kevin: I will download data from boro, doing each 100 feet on paper. Need project plans from sewer. Will be a stack of paperwork. Will line out the entire path.

B: Our next scheduled meeting is: Monday November 7<sup>th</sup>. Kevin will attend. 5:30 in here. That will be the worksession. Two items: Resolution and the segmented plan.

Parks and Rec Commission meets on 20<sup>th</sup> of October.

Beth: wants to talk about Mud Bay Trail. Simplest part of whole trail, from base of spit to Artic Tern Lane. Five segments. Want to mention segment B. No shoulder. Have faith in Dave Brann being able to do this: Enormous quantities of fill. Two terraced trails, one for eastbound and one for westbound. Only difficult part in whole trail.

Bumppo: Table this discussion til next time.

Comments of committee:

Dave C: good that we can get refocused. Move forward! I'll be leaving committee due to time constraints.

Dave B: envision committee as ongoing, changes in members. Some kind of trail from one end to the other. I like the idea of stuff on the roadway, won't happen in short term until road is rebuilt. We can make real progress if we look at maps and landowners. Put the line on the ground. Drafting letter to landowners. Many do support the trail. Find out who doesn't support the trail. Options range from do nothing to donating easement. Selling easement. Making conservation easement. Tax incentives. Find out their individual concerns. If can't cross, go around. Slow, frustrating but we're getting there.



Lynn: B: I agree, trail will happen. Thanks for Mud Bay trail. Beth and I marked high tide with new stakes. 23.1 tide is second highest this year. Dave has mowed and its wonderful.

Beth: I e-mailed thank you to you Dave. Glad Dave brought up possibility of perk for people who agree. Checking with land trust to see if they have ideas. Nature conservancy. Will call them. See if they have an idea that didn't occur to us. We're ready to be more specific.

Bumppo: Lindianne and I drafted a letter to landowners. Not that many owners. Maybe 100. Get together with Dave Brann and compare notes.

Beth: Can I keep calling people?

Bumppo: That's fine.

Keep plugging away.

Thank you all.

Bumppo adjourns about 8:30 p.m.

Kachemak Drive Path Committee  
491 E. Pioneer Avenue  
Homer, Alaska

October 6, 2011

To: Property Owners Along Kachemak Drive

The Kachemak Drive Path Committee is working to build a pedestrian and bicycle path along Kachemak Drive. The City of Homer plans to build the bike and pedestrian path along the utility (water and sewer) easement or under HEA power lines. Both forms of easement cross private property such as yours. Therefore the City of Homer would need your permission to build the portion of the path where the easement crosses your land.

Alaskan state law provides that where established trails cross private land, property owners are not liable for any injuries that occur on their lands on those trails.

Do you give permission for the Kachemak Drive bicycle/pedestrian path to cross your property?

Yes.

No. I have further concerns. Concerns: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signed,

Name \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Kachemak Drive Path Committee  
Minutes September 8, 2011

Meeting called to order 5:37 P. M.

Members present: Beth Cummings, Dave Brann, Lynn Burt, Dave Clemens, Bumpo Bremicker

Moved and seconded to approve agenda

Moved and seconded to approve minutes

Public Comments:

Kevin Walker supports developing a path on top of the water / sewer easements. He will help the committee any way he can.

Lindianne Sarno: Expressed concerns about a gravel pathway as it is difficult to ride on. She volunteered to research various path surface types.

Val McLay: He supports a separated pathway but opposes narrowing the travel lanes. He sees narrowing the lanes as creating a bigger safety issue. He thinks bicyclists should ride in the road as allowed (not try to squeeze in to a two foot lane which is not safe for kids) or push for the separated path.

Beth Cumming read a letter from Trina Fellows into the record: "I think turning an industrial road (Kachemak Bay Drive) into three lanes so bikers can have a lane is a very dangerous idea. From February to October oversized boats & gear are being towed from all the boat yards to the Spit road. Large trucks also use this road. This would be an accident waiting to happen. Thank you, Trina B Fellows"

Jeff Middleton, applauded the effort to create a bike trail but is opposed to narrowing the travel lane. He feels that would be very unsafe.

Pending Business:

Bumpo and Dave plan to attend the city council meeting on Monday. The committee didn't establish a schedule of who would attend city council meetings in the future.

Beth mentioned she had contacted city council members about a month ago and may do so again.

No new information on the use of fill at this point although it was noted that dredging is once again going on and that it would be cheaper to haul it once from the source rather than having to store it then haul it again. Beth talked with Bryan Hawkins and the gravel is being advertised to be sold.

McLay did provide some information on how the harbor enterprise fund works and there would still be some expense in getting the dredge materials. He said the city contracts to have the material hauled away. He also provided some history and precedence of using dredge materials off the spit.

Dave has not contacted HEA yet as he is waiting for more information from a couple of sources before making the contact. He stated he is working on it.

No changes, progress or info related to the idea of narrowing the travel lanes. Beth did have emails from businesses along Kachemak Drive that are opposed to narrowing of the travel lanes. She was going to pass them on to the city council.

It was moved and seconded to pass two recommendations on to the Parks and Recreation Commission, the Homer Transportation Committee, the City Manager and the Homer City Council related to signage on Kachemak Drive.

1. It is recommended that two yellow and black "Share the Road" or "Bicyclists / Pedestrians on the Road" signs be added to existing advisory signs along Kachemak Drive. Locations to be: A. Between the Spit Road / Trail and the airport hill, B. After the Boat Yard going towards the spit.

2. It is recommended that two "driver feedback" (digital radar) signs be added to existing advisory signs on Kachemak Drive. Radar signs would flash driver's speed if over the established speed limit.

Homer Non-Motorized Trail Plan (Section 5.0, pg. 56) states:

"Creating safer bicycling conditions on Homer's most traveled bicycle routes is a high priority. The routes include Kachemak Drive."

"To further the continuity of this route, (East Road Bike Path) Kachemak Drive must become safer for non-motorized transportation."

"A rehabilitation project for Kachemak Drive that includes a separated multi-use pathway has been identified as an essential need of the City's Capital Improvement Program."

Section 5.0, page 55-56 Near Term Improvements states:

"Near term improvements for Homer's non-motorized transportation infrastructure should address immediate safety concerns...and the creation of safer bicycle conditions.

"For the purposes of this report, Homer Non-Motorized Transportation Plan, June 28, 2004, a near term improvement is one that will be realized in the next two years."

\*Signs could be purchased with a combination of private, city and grant funds. Signs could be installed and maintained by volunteers.

Approx. costs, two yellow advisory signs \$50.00 each  
Two radar signs \$3000 each: Total \$6100.00 + or -

The Committee added discussion of the Hart Funds to the agenda.

Lynn gave a brief report on the monies available and noted that Regina would be willing to come to a meeting to explain more about the funds. Currently \$234,719.00 available.

Bumppo suggested that we ask the city to build the trail and use the HART funds to pay it off. There is an annual increase of \$40-\$50,000 based on a percentage of the sales tax collected within the city.

There was discussion of using the water and sewer easements for the trail. There was some question on how best to approach it. Dave B. mentioned that Carey and Walt said that when the city obtained the easements for water and sewer some landowners specifically stated they didn't want a trail on the easement. It was felt that the committee needs to find out what the landowners concerns / objection are in order to explore possible solutions. No action taken or suggested.

#### NEW BUSINESS:

It was moved and seconded to name the portion of the trail from the Spit Trail to the Airport Beach access road the "MUD BAY TRAIL". Motion passed. A brief discussion on the historic name of Coal Bay as opposed to Mud Bay.

It was moved and seconded to place routed signs along the trail. Beth thought 12-15 signs with directional arrows would be needed. Motion passed.

Discussion on signage related to illegal camping along the Mud Bay Trail and other city properties. Beth felt signs designating the Mud Bay Trail would be enough to discourage campers in the future. She supports a kinder-gentler approach. Dave B. stated he didn't have the patience that Beth did and was frustrated by the abandoned campsites, accumulated camping debris, and waste disposal (or lack of). As an individual (not as a committee member) he will ask the police about impoundment of abandoned tents, etc.

Bumppo brought up the concept of a free camping area to accommodate those in need. Will add it to a later agenda.

Lynn said she did complain to the city police about the illegal camping in the early summer but that no action was taken. She was referred to Angie Otteson but wasn't able to make contact. Someone mentioned that Angie was willing to check out the sites but wanted someone to go with her. It doesn't seem like that happened.

Discussion on Portion of Proposed Pathway from East End Road to the West End of the Kachemak Drive Water / Sewer Phase II Project.

Beth felt that a turnpike type of trail construction would be inexpensive and a good way to cross some of the wetland areas along the sewer / water easements. Dave B. concurred that the turnpike construction, fabric, retaining logs along the edges, sand fill with a cap of gravel or other surface material was a standard trail construction technique in wet areas. It was noted that anyone could recommend this type of construction to the city council but the committee felt it was too early to present construction techniques when permission to utilize the easements hadn't been obtained. Discussion continued on how "how to make this happen". Dave B. said Walt was going to look into the easement language to see what could or couldn't be done, it was suggested that the committee continue to research what the concerns / objections to having a trail on the easement might be. Bumppo felt the city council should decide on how to make the trail happen.

Discussion on the Proposed Implementation for the Segment of Trail from the End of the Spit Bike Trail to Arctic Tern Road. Beth presented ideas on a segment of trail along the edge of the parking areas near the top of the bluff. It would require permission from Airport Leasing. She stated the cars parked there pay nothing for the use of the land and the parking could be adjusted to accommodate a trail. She talked with Paul Seaton's office about the possibility of a waiver from ?? in order to accommodate a trail in that area. Val McLay provided a little history on that section of land noting that it was a dump and trees have grown up on it holding it in place, he was concerned about cutting any trees that might compromise the bluff. Beth felt no trees would need to be cut.

Dave said that with permission of landowners he would be able to use a trail mower to mow the power-line easement from the Airport Managers office to Arctic Tern with only a few wet areas or ditches to be addressed. It wouldn't create a trail but provide a visual representation of the possibility.

Discussion and Recommendation on the Mission Statement of the Committee was postponed until the next meeting.

Comments from the audience: Val supports the turnpike style of construction with the use of D-1 gravel as a surfacing material. He suggested the committee look into flashing signs that could be rider (bicycle) activated as they used the road. The signs are used on various highways and in road tunnels when bicycles are utilizing them. Don't remove any trees from the top of the bluff.

He doesn't support the idea of free camping as a way to accommodate current illegal campers.

Comments from the Committee:

Dave C. wants to discuss the Committee goals, feels we have become a little scattershot in our approach.

Dave B. Some recent improvements to the Mud Bay Trail, check it out.

Lynn will write a letter to the editor about illegal campers.

Beth said no trees would be cut with her proposal and that she did contact many business owners along Kachemak Drive.

Bumppo said we would look at the mission statement of the committee and that "We're not done."

Meeting adjourned at approx. 7:30

Next Meeting is October 6, 2011 at 5:30 p.m. in Council Chambers at City Hall

Minutes submitted by Dave Brann

Renee Krause

---

**From:** Beaver & Jessie Nelson <bjnelson@alaska.net>  
**Sent:** Tuesday, September 06, 2011 9:25 PM  
**To:** Renee Krause  
**Subject:** Kachemak Drive Bike Path

Sept 7, 2011

City of Homer

ATTN: Rene Krause

RE: Kachemak Bike Path

I am commenting on the various proposals to turn Kachemak Drive into a very unfriendly road for the working people of Homer to gain access between the Spit/Boat Harbor and the businesses along Kachemak Drive and the Gear Shed on East Road.

This road is not a scenic byway - it is an industrial road used to transport boats, trailers with fishing gear, freight hauling 18-wheelers and for airport activities. The entire fishing population east of Kachemak Center, which includes the Russian villages, uses it to access the Spit. At times, several trips are made per day between the Spit and the Gear Shed or other businesses along the road.

Do we really want all that traffic going through town? Narrowing the lanes and implementing a 25 mph speed limit would be ridiculous! There is a mile-long straight stretch with a double yellow line - to go 25 mph with not another car in sight is just not going to happen. This would be like an office worker's computer running at half speed. Incredibly infuriating. Do we want our police force enforcing this limit? I don't. Actually, the speed limit between the Bay Club and Northern Enterprises should be 40-45 mph.

I like bike paths. It just needs to be along the utility right-of-way so the working people do not bear the burden for other peoples' pleasure. Leave Kachemak Drive alone.

Jessie Nelson  
Mile 5 East End Rd.

From: "Thomas, Scott E (DOT)" <scott.thomas@alaska.gov>  
Subject: **RE: signage on Kachemak Drive, Homer**  
Date: August 26, 2011 11:08:44 AM AKDT  
To: Molly Brann <brann@alaska.net>  
Cc: "Jones, Kevin L (DOT)" <kevin.jones@alaska.gov>, "High, Carl S (DOT)" <carl.high@alaska.gov>, "Vanderwood, Randy D (DOT)" <randy.vanderwood@alaska.gov>, "Huling, Lawrence K (DOT)" <larry.huling@alaska.gov>, "Rader, Val S (DOT)" <val.rader@alaska.gov>, "Morton, Kenneth M (DOT)" <ken.morton@alaska.gov>

Mr. Brann,

As we discussed, I recommend the following:

1. SHARE THE ROAD signs.

A. A State perspective: DOT/PF has no policy/rules, program, or resource on where best to do this or proof they are effective. If we did, we would likely choose higher priority roads on a southcentral Region basis. Kachemak Bay Drive has visibility, and it is our practice to limit the use of warning signs to things people need to know because they can't see the problem. Bicyclists can be seen on this route and sharing the road should be obvious to the driver due to the lack of shoulders and other facilities.

B. A local perspective: State priorities are not the same as local priorities. What I can recommend and support is a local government plan for signing for SHARE THE ROAD or BIKE ROUTE[s] or pathways. This is the approach we are taking in the Municipality of Anchorage, where the city creates a priority plan for bike routes and pathway circulation regardless of road ownership. They identify in a plan the routes and connectivity in an area. Then they are responsible for signing those routes. We would entertain an agreement for route signing that is conducted at the local level with continuity in mind. That will get you away from a Regional priority system for investing in signing and into more of a system that makes sense and is easier to coordinate/plan at the local level.

2. SPEED signs - driver feedback, battery operated.

A. DOT/PF is not opposed to these, but again, is only prioritizing these and maintaining these at the Regionwide level - with our highest priority being to test the effectiveness of these in our Safety Corridors - high speed, high volume highways with a crash problem. For the same reasons as above, (resources, funding, priority) we are not doing this on other roads.

B. Similar to bicycling signs, we have agreed to allow the City of Anchorage to test driver feedback signs on state roads. We do require they take speed measurements and document effectiveness before they are allowed to remain indefinitely. I would recommend a local level approach to the use of these signs for education and policing information to the driver, with a local priority system. Same as Anchorage and local use of speed carts. We would entertain an agreement led by the City of Homer to have a local effort in speed feedback signs, as long as it is part of a prioritized plan, funded by and operated by the City.

Thank you for calling.

Scott Thomas  
Traffic Safety Engineer  
DOT/PF Central Region  
907-269-0633  
scott.thomas@alaska.gov

-----Original Message-----



## Jo Johnson

---

**From:** Renee Krause  
**Sent:** Friday, July 29, 2011 7:50 AM  
**To:** Melissa Jacobsen; Jo Johnson  
**Subject:** FW: Request for Resolution from Councilmember Zak

See below. I can draft one if you are too swamped. I believe the goal is to have it on the agenda for August 22 cc meeting since Francie was gone for the first meeting.

Renee Krause, CMC  
Deputy City Clerk I

-----Original Message-----

**From:** bryanzak@aol.com [mailto:bryanzak@aol.com]  
**Sent:** Thursday, July 28, 2011 10:22 PM  
**To:** Renee Krause  
**Subject:** Re: Excerpt from the Parks and Recreation Minutes of July 21 2011

I will sponsor a resolution to this effect.

-----Original Message-----

**From:** Renee Krause <RKrause@ci.homer.ak.us>  
**To:** Bryan Zak <BryanZak@aol.com>; Francie Roberts <roberts2@alaska.net>; David Lewis <davelyn@gci.net>  
**Cc:** Beth Cumming <listentothewaters@yahoo.com>  
**Sent:** Thu, Jul 28, 2011 12:05 pm  
**Subject:** Excerpt from the Parks and Recreation Minutes of July 21 2011

The below is an excerpt from the Meeting Minutes of the Parks and Recreation Advisory Commission regarding recommendations submitted on a proposed Kachemak Drive Pedestrian and Bike Path this was requested from Commissioner Cumming to be emailed to you seeking support for the recommendation and a resolution from Council to continue/proceed with the concept.

I believe this may be brought up at the Council Meeting August 8th.

### COMMITTEE REPORTS/STAFF REPORTS

- C. Kachemak Drive Path Committee - Commissioner Harrald
1. Synopsis of the June 17, 2011 Meeting
  2. Synopsis if Surveys Received as of July 13, 2011
  3. Survey received as of July 1, 2011
  4. Recommendations to the Commission
  5. Memorandum dated July 14, 2011 Discussion on Recommendations to Council from the Committee

Chair Bremicker requested a motion and read the motion submitted by the Committee into the record as follows:

THE KACHEMAK DRIVE PATH COMMITTEE OF THE HOMER PARKS AND RECREATION ADVISORY COMMISSION RECOMMENDS THAT THE FOLLOWING BE PASSED AND SUBMITTED TO CITY COUNCIL:

TO SUPPORT THE ACTIONS INCREASING THE SAFETY FOR MOTORIZED AND NON-MOTORIZED USERS ALONG KACHEMAK DRIVE IN ANY OR ALL OF THE FOLLOWING WAYS:

- ALTERATION OF THE EXISTING KACHEMAK DRIVE AND SHOULDER
- A SEPARATED PATH PARALLELING KACHEMAK DRIVE USING THE UTILITY EASEMENTS
- LOWERING THE SPEED LIMIT AND INCREASING THE USE OF SIGNAGE
- THE PARKS AND RECREATION ADVISORY COMMISSION WILL WORK IN COOPERATION WITH THE

CITY OF HOMER IN THE PLANNING AND IMPLEMENTATION PHASES.

BRANN/ARCHIBALD - SO MOVED.

CUMMING/LILLIBRIDGE - MOVED TO AMEND THE MOTION TO READ "TO SUPPORT DEVELOPMENT OF PATHS ALONG KACHEMAK DRIVE FOR NON-MOTORIZED USERS INCLUDING WALKERS, RUNNERS AND BICYCLISTS TO INCREASE SAFETY FOR BOTH MOTORIZED AND NON-MOTORIZED USERS IN THE FOLLOWING WAYS.

Discussion proceeded on the wording changes and that the word flow and intent of the motion was the same and the original recommendation was appropriate. The maker and second pulled the amendment from consideration. Chair Bremicker commented that the motion was acceptable as written.

Commissioner Lillibridge re-read the motion as written for clarification.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Ms. Krause responded to questions regarding the process and what happens when they submit the recommendations to City Council. She informed the commissioners that since this item was not and has not been on the council agenda, the recommendation can be verbally presented at the August 8, 2011 Council meeting during Commission Reports, a memorandum from the Commission could be submitted for inclusion in the packet. It will be up to the Council if they would like to proceed further on the recommendation and it must have Council support for the recommendation to have anything further done. The commissioners must realize that the recommendation could be presented to council and that is it, nothing more happens even with the support of councilmembers. The issue will then be finished and the job of the Committee may then be complete. She recommended contacting council members to try to gain support for further action and implementation of the recommendations that will be forwarded by this commission. She confirmed that Council has the option to request a resolution to express support also.

Commissioner Cumming commented that she would like to do as much as possible to ensure that the council supports the recommendation. She expounded on her reasons for having this approved by council.

Renee Krause, CMC  
Deputy City Clerk I  
City of Homer  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
Ph. 907-235-8121 ext. 2224  
Fax. 907- 235-3143  
nkrause@ci.homer.ak.us

"Successful is the person who has lived well, laughed often and loved much, who has gained the respect of children, who leaves the world better than they found it, who has never lacked appreciation for the earth's beauty, who never fails to look for the best in others or give the best of themselves."

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The information contained in this message is proprietary and/or confidential. If you are not the intended recipient, please: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately. In addition, please be aware that any message is subject to archiving and review by persons other than the intended recipient. Thank you.



# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW



Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

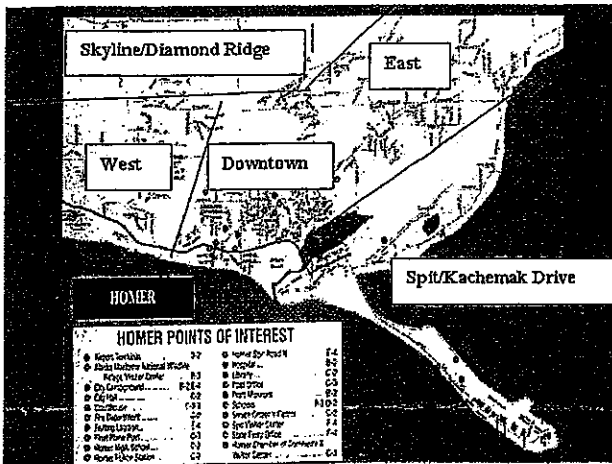
Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

Name (Optional) Lon Zitzmann

Address: (Optional) 599 Hidden Way

City, State, Zip Homer, AK



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike, which of the following describes why you use it on Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike

6. If you drive a car which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

Other Loop - bike ride to, 237

7. If you could re-allocate space on the road for the following user groups, circle the action you would take:

- | CARS   | PEDESTRIANS                                      | CYCLISTS   | OTHER VEHICLES                                   |
|--|--|--|--|
| <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            |
| <input type="radio"/> More Road Space            | <input checked="" type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input type="radio"/> More Road Space            |
| <input checked="" type="radio"/> Less Road Space | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input checked="" type="radio"/> Less Road Space |

8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?

9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?

Support +

10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?

11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?

strongly support  
safer for all

Support ✓  
safer for all

12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?

13. What do you feel are the most pressing issues facing Kachemak Drive?

No

safety +  
preserving scenic byway drive option

14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?

15. What do you want Kachemak Drive to look like in the next 10 or 20 years?

16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?

17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.

YOU CAN MAIL THE COMPLETED SURVEY TO: CITY OF HOMER, KDPC ATTN. RENEE KRAUSE, CITY CLERK'S OFFICE 491 E. PIONEER AVENUE HOMER, ALASKA 99603 OR SUBMIT VIA EMAIL

Submit by Email

Print Form

# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW



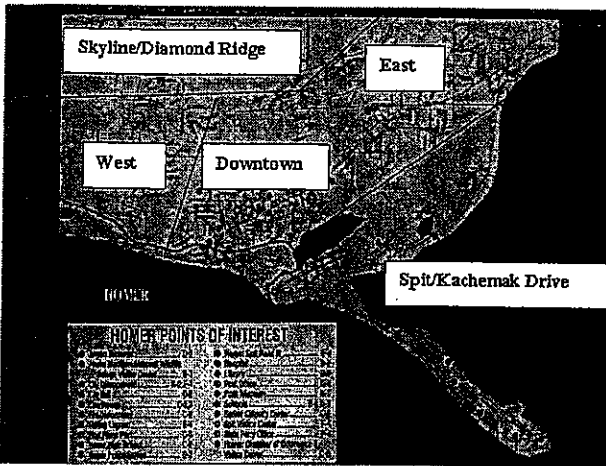
Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
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Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

Name (Optional)  Address: (Optional)

City, State, Zip



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle or walk along Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike or walk, which of the following describes why you use Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

6. If you drive a car, which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

**7. If you could re-allocate space on the road for the following user groups, circle the action you would take:**

- | CARS                                  | PEDESTRIANS                                      | CYCLISTS   | OTHER VEHICLES                        |
|---------------------------------------|--|--|---------------------------------------|
| <input type="radio"/> Same Road Space | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space |
| <input type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input type="radio"/> More Road Space |
| <input type="radio"/> Less Road Space | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space |

**8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?**

**9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike/Walking Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?**

**10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?**

**11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?**

**12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?**

**13. What do you feel are the most pressing issues facing Kachemak Drive?**  
The ability to safely ride a bike or run on the road. Additionally, it should NOT be commercialized

**14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?**

**15. What do you want Kachemak Drive to look like in the next 10 or 20 years?**

**16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?**

**17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.**

**YOU CAN MAIL THE COMPLETED SURVEY TO: CITY OF HOMER, KDPC ATTN. RENEE KRAUSE, CITY CLERK'S OFFICE 491 E. PIONEER AVENUE HOMER, ALASKA 99603 OR SUBMIT VIA EMAIL**

Submit by Email

Print Form



Renee Krause

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**From:** chase warren <likes\_to\_roam@yahoo.com>  
**Sent:** Wednesday, July 06, 2011 11:56 AM  
**To:** Renee Krause  
**Subject:** path survey  
**Attachments:** survey.kdpc\_.06.21.11.xml

Excellent idea to put this online!



<?xml version="1.0" encoding="UTF-8"?>

<form1>

<TextField3>41347 mclay rd</TextField3>

<TextField4>kachemak city, ak, 99603</TextField4>

<Answer>East Homer</Answer>

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<Answer/>

<Answer/>

<Answer>Downtown Homer</Answer>

<Answer/>

<Answer>Occasionally, about once or twice a month</Answer>

<Answer>Regularly, once or twice a week</Answer>

<Answer>Routine Errands</Answer>

<Answer/>

<TextField1/>

<TextField1/>

<TextField2>Chase Warren</TextField2>

<Question11>How about 30? Or, and I know the committee has little to do with this but, what if we actually enforced the speed limit? Make it a double fine zone. 25 is kinda pushy, considering nobody wants to go 35.</Question11>

<Question10>Good luck. If the cost, right of way issues, dealing with the airport, dealing with the bog, cooperation with HEA, and the time it would take to deal with all those things were not issues, then yes I am for it. Create a shoulder first, then tie yourselves up with this project for the next 10 years. </Question10>

<Question5>I am in full support of this option. Although it is not an ideal solution, as it does not safely open up the shoulder to children/families, or persons with special needs. However, the cost/effectiveness of this option for out way the others. A consistent shoulder width is not necessary to immediately alleviate the dangers of riding on the current uneven and rock/sand riddled shoulders. No fill is needed, which dramatically reduces the cost of creating a shoulder. In addition, I would propose more signs, both speed limit and be aware of pedestrian/cyclists signs.</Question5>

<Question3>The trail would promote tourism, the shore bird festival would benefit greatly. Perhaps increased traffic would cut down on blatant littering. Also the trail seems to cut right through areas currently being used as squatter camps, the remnants of these camps are evident by the bags of trash and weather logged materials scattered along the bluff. I'd rather see people appreciating the area, not abusing it. The downside of this option is that it really doesn't address the inherent safety hazards of riding and/or walking on K drive, and could distract from the real objective of the committee. </Question3>

<Question1>Ideally, a separated ADA approved path connecting E end road to the spit, with alternate nature trails headed north and through the bog that could be used as ski trails in the winter</Question1>

<Question2>Every year since I have lived here I have seen more cyclists and higher gas prices. If you want people to be able to afford to live here, something that has always been an issue, the city design should be able to accommodate alternative modes of transportation. </Question2>

<Question13>considerations made by the state/city/drivers who speed/drivers who pass a pedestrian or cyclists with another car coming in the other lane at the same time also, the condition or lack of shoulder. the lack of considerations by others could be alleviated by a sufficient shoulder</Question13>

<Question6>This would be absolutely negligent, which is my current opinion of the situation. K dr. has become a major through route for those working/ travelling to the spit or ocean drive. For everyone's safety there needs to be a shoulder. If nothing is done now, when there is the opportunity, any accidents in the future would reflect quite clearly that the state and the city has not been concerned enough about the safety of persons to do anything. </Question6>

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<RadioButtonList/>

<RadioButtonList>1</RadioButtonList>

<Question1>pave out to the edge of the dirt, re-stripe the road, narrow the lanes if at all possible, put up signs, enforce the current speed limit. any or all of these I feel would dramatically improve the situation as is</Question1>

<Question1>Your dealing with a situation that places people within 12-24" of being struck by a moving vehicle. I feel that no matter how difficult or significant the investment that the city has made some major oversights in letting this go on for so long and must do something before someone is hurt. I'm all for the narrow lanes and re-paving option!</Question1>

</form1>

Renee Krause

---

**From:** Hayley Norris <hayleybird412@gmail.com>  
**Sent:** Wednesday, July 06, 2011 11:16 AM  
**To:** Renee Krause  
**Subject:** Kachemak Drive Survey  
**Attachments:** Survey Kachemak Drive 07.06.11.xml

attached.



<?xml version="1.0" encoding="UTF-8"?>

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<TextField4>Homer, AK 99603</TextField4>

<Answer>East Homer</Answer>

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<Answer/>

<Answer/>

<Answer>Downtown Homer</Answer>

<Answer/>

<Answer>Occasionally, about once or twice a month</Answer>

<Answer>Occasionally, about once or twice a month</Answer>

<Answer>Routine Errands</Answer>

<Answer>Routine Errands</Answer>

<TextField1>and 'Trips to the Spit.'

<TextField1>and 'Trips to the Spit.'

<TextField2/>

<Question11>I think 25 mph is too low of a speed limit. I'd support 30 mph.</Question11>

<Question10>I do support this trail, but only after the narrower lane/shoulder option. This trail would accommodate pedestrians, older and younger, but not cyclists. I think cyclists must be accommodated for because the mode of travel is so beneficial to our environment and society. So, I only support this option if it is included with a plan to put in shoulders along Kachemak Drive for cyclists.</Question10>

<Question5>This is my favorite option and I whole-heartedly support it. There are so many benefits that could be realized with the implementation of this option. For one, the speed that drivers drive will be less with the narrower lanes. This makes things safer first off. Next, cyclists and pedestrians would have a designated spot to walk and ride if a shoulder is painted. This improves safety and encourages residents to get out and walk/ride that beautiful road. Also, this option seems that monetarily it would be relatively cheap compared to a separated bike path. The only thing not good about this option is that some kids and older people might not feels safe on a shoulder alone and this is why a separated path should still be considered as a long-term goal. This option could be a shorter-term goal.</Question5>

<Question3>I do support this option because it would be the beginning or end of a full-length Kachemak Drive pedestrian path. Also, locals and tourists could more easily enjoy the beautiful views and wildlife in the area. That stretch of Kachemak Drive is one of the most dangerous spots for walking and cycling on the road; therefore, a trail could make that safer for pedestrians at least.</Question3>

<Question1>I'd like to see bike lanes and a seperated path for other pedestrians. This will mean there is a loop of trails: the Spit, East End Road and Kachemak Drive. Maybe even some camp grounds and other nature, bird viewing trails.</Question1>

<Question2/>

<Question13>It is unsafe to walk or cycle along Kachemak Drive and it is an important road in our town.</Question13>

<Question6>I do not support this option. Kachemak Drive is an important road in our community and it needs to be safer. Kachemak Drive being safer makes this a better community.</Question6>

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# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW



Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

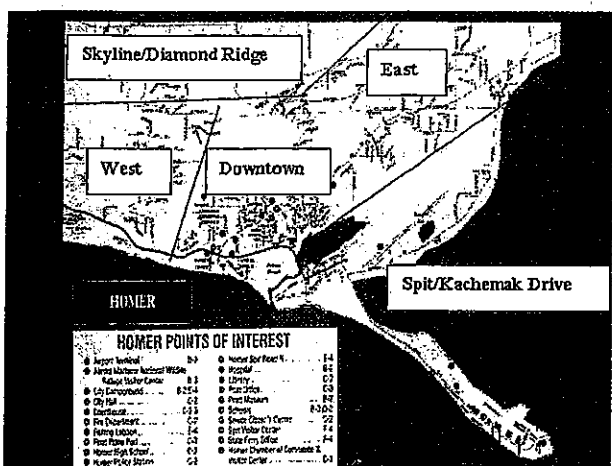
Cowles Council Chamber's City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

Name (Optional)

Address: (Optional)

City, State, Zip



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle or walk along Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike or walk, which of the following describes why you use Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

6. If you drive a car, which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

**7. If you could re-allocate space on the road for the following user groups, circle the action you would take:**

- | CARS   | PEDESTRIANS                                      | CYCLISTS   | OTHER VEHICLES                                   |
|--|--|--|--|
| <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input checked="" type="radio"/> Same Road Space |
| <input type="radio"/> More Road Space            | <input checked="" type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input type="radio"/> More Road Space            |
| <input checked="" type="radio"/> Less Road Space | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            |

**8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?**  
 I can't find where Airport Access Road is.

A better connection to FAA road would be good, esp. the crossing from the W-side of Ocean Drive (heading out the spit) onto the spit trail (E-side) could be improved. A round-a-bout would be a really good idea here.

**10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?**  
 Motorists tend to like this option because it gets bikes off "their" road, and inexperienced bikers like it because it gives them a (false!) sense of security.

Unfortunately, this is actually a bad idea in terms of bike safety. Drivers cannot see or do not notice bicycles that far off the road. Riding this kind of trail is often less safe than riding on the road

**12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?**  
 There's a need to improve Kachemak Drive. That said, I would not have given it the highest priority. Main Street, of all places, is an embarrassment for our town. Please go there, get out of the car, and take a walk. Now imagine pushing a baby stroller through the dirt. Now imagine doing this in winter with a foot of snow. It's downright scary.

**14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?**

**16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?**  
 A speed limit along with a narrower road for cars would be a great start. One without the other would be dangerous.

**9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike/Walking Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?**  
 Yes, I'd support this option. This is an economical and effective solution. By keeping bicyclists on the road, they are easier for motorists to see, making it safer for everybody.

When going for this option, it is important to implement it on both sides. Cycling in the opposite direction from car traffic is very dangerous because bikes are not expected to come from this direction and their speed is generally underestimated.

As with any of the other solutions, snow plowing and dirt can be

**11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?**  
 Good idea.

Why limit this to summer months? Driving conditions don't get better during the winter.

**13. What do you feel are the most pressing issues facing Kachemak Drive?**  
 Intersection with Spit Rd is dangerous.

**15. What do you want Kachemak Drive to look like in the next 10 or 20 years?**  
 Maintain the rural/wilderness character of Kachemak Drive. Widening this drive would be a sad mistake. This is a great scenic drive through wetlands, past baby moose, with views of the bluff and the the bay, and all that right next to town.

**17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.**  
 Round-a-bout at the base of the spit, intersection Kachemak Drive and Spit Rd. Not that big of an investment, really. Pay-off in smoother traffic and considerable fuel savings compared to the current stop-signs. This would also improve safety for motorists, cyclists and pedestrians.

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Submit by Email

Print Form

```

<?xml version="1.0" encoding="UTF-8"?>
<form1>
  <TextField3>41640 Gladys Ct</TextField3>
  <TextField4>Homer</TextField4>
  <Answer>East Homer</Answer>
  <Answer/>
  <Answer>Kachemak Drive and Spit</Answer>
  <Answer/>
  <Answer/>
  <Answer/>
  <Answer>Never</Answer>
  <Answer>Regularly, once or twice a week</Answer>
  <Answer> Other </Answer>
  <Answer>Trips to the Library, Museums, Spit, Parks, etc.</Answer>
  <TextField1>To access the spit.</TextField1>
  <TextField1/>
  <TextField2>Duane Howe</TextField2>
  <Question11>That would be too confusing to motorists to have changing speed limits. They
    already drive 50 mph in the 25 zone. </Question11>
  <Question10>That could work if the easements are far enough from the road to allow several feet
    of separation from the roadway. I walk frequently on the spit and along East Road, and I can
    tell you I would not feel safe with any less space than there is along those paths, and there is
    several feet most of the time. I have known two people who were killed trying to walk or ride
    a bike too close to traffic. I would not risk doing it myself.</Question10>
  <Question5>That would not allow enough space to walk or ride a bike safely. </Question5>
  <Question3>No. It would not be of much use just to go that far. </Question3>
  <Question1>Pretty much like it is now.</Question1>
  <Question22>That road is primarily to access the homes along it, and it should stay that way. There
    is little place for businesses along it because it is mostly wetland which should not be
    disturbed or filled in.</Question22>
  <Question13>Surface water drainage and domestic water supply.</Question13>
  <Question6>Since there is already a path on East End Road we may not need another one to go
    essentially to the same place. Extending the present one farther east would make more
    practical sense to me.</Question6>
  <RadioButtonList/>
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  <Question1>Improve the drainage and rezone the commercial portion to conservation. There
    should be no development in the wetlands. This would add to the recreational value of a path,
    but the cost would be questionable. I have seen groups of bikers that ride out via one route and

```

return via the other route, so this might be an excuse to improve Kachemak Drive to accommodate that sort of recreation. </Question1>

<Question1>Little investment should be made here because most of that land will eventually be eroded away along with the houses on it. There is no way to prevent it as we are learning in other parts of town.</Question1>

</form1>

<?xml version="1.0" encoding="UTF-8"?>

<form1>

JUL 01 2011 PM01:53

<TextField3/>

<TextField4/>

<Answer>East Homer</Answer>

<Answer/>

<Answer/>

<Answer/>

<Answer>Downtown Homer</Answer>

<Answer/>

<Answer>Infrequently; maybe every few months</Answer>

<Answer>Frequently, several times a week or every day</Answer>

<Answer> Other </Answer>

<Answer>Other</Answer>

<TextField1>exercise and to go birding</TextField1>

<TextField1>to go to the spit or businesses that are closer that way for me</TextField1>

<TextField2>Lani Raymond</TextField2>

<Question11>I definitely think you need to acknowledge that there is lots of bike and pedestrian traffic in winter also!! Not so much as summer, but still quite a bit. AND, it is a more dangerous situation because of ice on the road. This road is often quite icy and with the curves and limited visibility, can be challenging for drivers. Please also note that if you reduce the speed limit but don't enforce it, the situation will still be very dangerous.</Question11>

<Question10>This might be another good idea. Possibly safer but more costly.</Question10>

<Question5>I think there should be a narrowing of the road and make a walking/biking lane on ONE SIDE ONLY. The speed limit should be reduced and enforced. The speed limit should also be lower in winter because there is still lots of use (biking and walking) even in winter and with icy roads, the lower limit would still be needed. I think also some sort of "watch for pedestrians and bikers along this road" caution signs should be in place at each end.</Question5>

<Question3>It's a good idea. I walked it last week and there were several people camping down there. Concern about it being a possible homeless area? Also how maintained in winter?

</Question3>

<Question1>Not built up with lots of commercial stuff. It is beautiful as it is now. Hopefully there won't be too much more erosion. If it had a bike/walking path somewhere along it to use safely, it would be a fantastic asset. Plus being able to go from town out East End Rd, down Kachemak Dr then back into town as a circle (or triangle).</Question1>

<Question2>More use of Kachemak Drive for driving and walking and biking. More people wanting to use bikes and walk for various reasons--save gas, exercise, etc.</Question2>

<Question13>Safe travel for: bicyclists, walkers and vehicles. I want to say somewhere that your Question #3 might be going to give you a false sense of amount of use this road gets for walking and biking. AS IT IS NOW, I and many others I know avoid using Kachemak Drive. But if it were safe, there would be way, way more use!!!!</Question13>

<Question6>Obviously something needs to be done!!</Question6>

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<RadioButtonList/>

<RadioButtonList>1</RadioButtonList>

<Question1>Figure out what is most affordable and weigh the safety. I also think that you need to do something SOON!! Not just have an elaborate plan for 5 years down the road (pardon the pun there). Reducing the speed limit for vehicles is easy and cheap. People may complain but taking a little bit more time is not the end of the world. (But would have to be enforced.)

</Question1>

<Question1>Ideally there would be a bike path along the whole way but that might not be possible due to cost, land owners not wanting to cooperate, and the fact it is wetland part of the way. If enough people think about it and help plan, there will be a way found to accomplish this.</Question1>

</form1>

Renee Krause

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**From:** Adam Bauer <abauer@bauerhaus.ws>  
**Sent:** Friday, July 01, 2011 6:13 PM  
**To:** Renee Krause  
**Subject:** Kachemak Drive survey  
**Attachments:** survey.kdpc.pdf





# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW

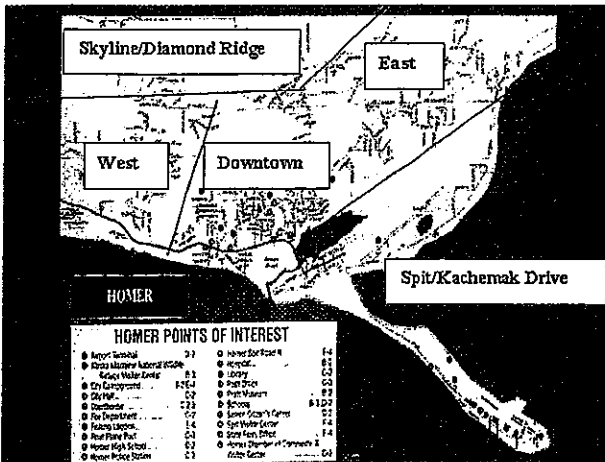


Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

Name (Optional)  Address: (Optional)   
City, State, Zip



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

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- Kachemak Drive and Spit

3. How often do you ride a bicycle or walk along Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike or walk, which of the following describes why you use Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

6. If you drive a car, which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
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**7. If you could re-allocate space on the road for the following user groups, circle the action you would take:**

- | CARS   | PEDESTRIANS                                      | CYCLISTS   | OTHER VEHICLES                                   |
|--|--|--|--|
| <input checked="" type="radio"/> Same Road Space | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input checked="" type="radio"/> Same Road Space |
| <input type="radio"/> More Road Space            | <input checked="" type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input type="radio"/> More Road Space            |
| <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            |

**8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?**

**9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike/Walking Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?**

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**12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?**

**13. What do you feel are the most pressing issues facing Kachemak Drive?**

**14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?**

**15. What do you want Kachemak Drive to look like in the next 10 or 20 years?**

The area will most likely lose more coastline to erosion there will most likely be fewer residents. I doubt there will be any more businesses. The road will become an important transportation link diverting traffic from East Road to Ocean Drive both of

**16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?**

**17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.**

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Submit by Email

Print Form

<?xml version="1.0" encoding="UTF-8"?>

<form1>

<TextField3/>

<TextField4>Homer, AK 99603</TextField4>

<Answer>Downtown Homer</Answer>

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<Answer>Kachemak Drive and Spit</Answer>

<Answer/>

<Answer/>

<Answer/>

<Answer>Frequently, several times a week or every day</Answer>

<Answer>Regularly, once or twice a week</Answer>

<Answer>Commuting - Work or School</Answer>

<Answer>Commuting to Work or School</Answer>

<TextField1/>

<TextField1/>

<TextField2>Ryan Briscoe</TextField2>

<Question11>Yes, as long as the speed limit is enforced. Although, you will still have cars that go around bicyclists/walkers in unsafe locations.</Question11>

<Question10>Yes, this would be the ideal situation and would encourage more user groups to use the trail.</Question10>

<Question5>If there is actually enough room to do this safely, then I would support it. I am skeptical that there is enough room with the current width of the road to make this feasible.</Question5>

<Question3>Yes, this seems to be the most dangerous spot since cars frequently go around me on my bicycle in the middle of the hill where they cannot see what is coming the other direction.</Question3>

<Question1>Kachemak drive should have a trail that connects the Spit trail to the East End Road trail. </Question1>

<Question2>I don't know the history beyond three years, so I can't speak to long term changes, but the city should provide safe travel options for multiple user groups.</Question2>

<Question13>Providing a safe road for all user groups (cars, walkers, bicycles, etc.).</Question13>

<Question6>I do not support taking no action.</Question6>

<RadioButtonList/>

<RadioButtonList>1</RadioButtonList>

<RadioButtonList/>

<RadioButtonList>1</RadioButtonList>

<RadioButtonList/>

<RadioButtonList/>

<RadioButtonList/>

<RadioButtonList>1</RadioButtonList>

<RadioButtonList/>

<RadioButtonList>1</RadioButtonList>

<RadioButtonList/>

<RadioButtonList/>

<Question1>For starters, you could add the half mile trail from the spit to the airport access road and widen the shoulders on the remainder of the road. </Question1>

<Question1>Ultimately, it would be best to have a trail connecting the spit to East End Road.</Question1>

</form1>

Renee Krause

---

**From:** Ryan & Erin Briscoe <rebriscoe602@hotmail.com>  
**Sent:** Thursday, June 30, 2011 10:38 AM  
**To:** Renee Krause  
**Subject:** Kachemak Drive Path survey  
**Attachments:** survey.kdpc\_.06.21.11\_0.xml

Hello,

I filled out the survey online and clicked on submit via email. It said to save file and attach to an email, so I did that. It saved it as an .xml file instead of a .pdf file. Hopefully, you can read the .xml file and see my comments.

Thanks,  
Ryan



Dear Homer Community Member,

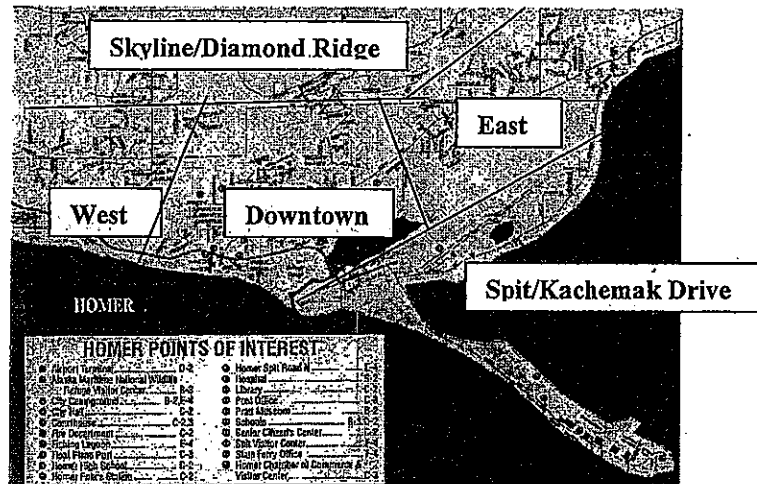
Thank you for attending the Kachemak Drive Proposed Bike Path Open House.

**Background:** Earlier this year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented tonight are ideas created and supported by the subcommittee, but not put forth as concrete plans. Your input and opinions will help us formulate further actions, if any, that should occur along this issue.

Please help our efforts by completing the survey form below.

1. Please refer to the map below and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge



Please refer to the map and indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

How often do you ride a bicycle on Kachemak Drive?

- Never
- Infrequently: maybe every few months
- Occasionally: about once or twice a month
- Regularly: once or twice a week
- Frequently: several times a week to every day

If you ride a bike, which of the following describes why you use it on Kachemak Drive. Check all those that apply.

- Regular exercise or workout
- Commuting to work or school
- Routine errands
- Trips to the library, museums, parks, and similar places
- Family outings or touring
- Other (please indicate)
- I do not ride a bike

How often do you drive a car on Kachemak Drive?

- Never
- Infrequently: maybe every few months
- Occasionally: about once or twice a month
- Regularly: once or twice a week
- Frequently: several times a week to every day

If you drive a car, which of the following describes why you use it on Kachemak Drive. Check all those that apply.

- Commuting to work or school
- Routine errands
- Trips to the library, museums, parks, and similar places
- Other (please indicate)

If you could re-allocate space on the road for the following user groups, circle the action you would take:

Space For	Less Road Space	Same Road Space	More Road Space
Cars	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pedestrians	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Cyclists	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
Buses	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>



The following page refers to the ideas presented at the Kachemak Drive Open House:

1. Half Mile Trail from base of the spit to the airport access road.

Do you have any comments or concerns about this option?

I LIKE IT CAN BE A NICE WALKABLE/BIKABLE  
RECREATIONAL ROUTE.

Do you support this option? Why or why not?

YES, VERY APPEALING GREAT EASY WALK CLOSE TO SPIT  
PARKING, A WALKABLE ACCESS TO GRAVEL BAR - FOR BIRDING

2. Narrowing width of road on Kachemak Drive and adding widened painted shoulder for bike lane.

Do you have any comments or concerns about this option?

I THINK IT CAN/SHOULD BE DONE, EASY TO  
ACCOMPLISH, RELATIVELY INEXPENSIVE

Do you support this option? Why or why not?

YES INCREASES SAFETY, CONNECTS EXISTING  
BIKE PATHS.

3. Creating a separated recreational trail following current water and sewer right of ways.

Do you have any comments or concerns about this option?

BEST OPTION UNTIL POWER LINE EASEMENT COULD  
BE UTILIZED.

Do you support this option? Why or why not?

YES, MAKES GOOD USE OF DISTURBED GROUND/  
PROPERTY

4. Decreasing speed to 25 mph during summer months (defined as non-studded tire months) and making it a "scenic byway" during this time.

Do you have any comments or concerns about this option?

A GOOD OPTION - WOULD BE MORE SCENIC WITH  
2-3 POCKET PARKS/OVERHOOKS

Do you support this option? Why or why not?

YES, INCREASES SAFETY, EASY TO IMPLEMENT

**5. Take no action on Kachamak Drive.**

Do you have any comments or concerns about this option?

NOT A VIABLE OPTION FOR ME, SOMETHING NEEDS TO BE DONE.

Do you support this option? Why or why not?

NO, IT MEANS GIVING UP, ACCEPTING NO FOR AN ANSWER

In addition, we would appreciate your thoughts on the following questions:

What do you feel are the most pressing issues facing Kachamak Drive?

SPEEDING, LACK OF BICYCLE/PEDESTRIAN PATH

How are the community and the uses of Kachamak Drive changing?

BICYCLE USE INCREASING, VEHICLE USE INCREASING MORE DEVELOPMENT IN GENERAL

How should we respond to these changes?

SLOW VEHICLE TRAFFIC PROVIDE SAFE OPTIONS FOR BICYCLES + PEDESTRIANS

What do you want Kachamak Drive to look like 10 and 20 years into the future?

A SCENIC BYWAY WITH A MIX OF BUSINESS, INDUSTRY, RESIDENTIAL - ACCESSED BY IMPROVED ROAD/BIKEL/PEDESTRIAN PATH

WILSON

4. Please identify any actions on Kachamak Drive that seem easy, affordable and effective.

WEEKLY PLACEMENT OF DIGITAL SPEED CAP, RADIO/NEWSPAPER EDUCATIONAL SPOTS, SHARE THE ROAD SIGNS SPEED LIMIT ENFORCEMENT, OTHER SIGNS, PEDESTRIAN'S BICYCLES DOUBLE PARKING

5. Please identify any actions on Kachamak Drive that you feel we need to take even though they seem hard, but worth it. These actions may be difficult to achieve or may require a significant investment.

PURCHASE TRAIL EASEMENT(S), PURCHASE PROPERTY FOR TRAILHEADS, PARKING, SCENIC OVERLOOKS ENCOURAGE BUSINESSES/HOMESOWNERS TO CLEAN UP PROPERTIES.

```

<?xml version="1.0" encoding="UTF-8"?>
<form1>
  <TextField3>PO Box 2355 </TextField3>
  <TextField4>Homer, AK 99603</TextField4>
  <Answer>Downtown Homer</Answer>
  <Answer/>
  <Answer/>
  <Answer/>
  <Answer>Downtown Homer</Answer>
  <Answer/>
  <Answer>Never</Answer>
  <Answer>Occasionally, about once or twice a month</Answer>
  <Answer/>
  <Answer>Routine Errands</Answer>
  <TextField1/>
  <TextField1/>
  <TextField2>Ryjil Christianson</TextField2>
  <Question11>No, if anything the speed limit should be lowered during the winter time when it's
    icy. I think the current speed limit is fine. I do think this would be a wonderful spot to make a
    Scenic Byway though. A trail or walking/bike lane should also be added. </Question11>
  <Question10>On Kachemak Drive? I think this would be wonderful. Kachemak Drive is a lovely
    stretch of road to walk or bike. Unfortunately, there is no room right now for walkers and
    bikers to safely travel. </Question10>
  <Question5>What road are you talking about? The base of the Spit or Kachemak Drive?
    Kachemak Drive is already a narrow road. I would be strongly in favor of adding a bike/
    pedestrian lane. But not if it means narrowing the roadway. The road at the base of the Spit
    may be wide enough to accommodate the a bike/walking lane. </Question5>
  <Question3>Extending this trail would be wonderful. Right now there is a narrow point between
    the Airport Access Road and the beginning of the Spit trail. I often feel uncomfortable walking
    or cycling this stretch. </Question3>
  <Question1>I would like to see turn out spots along to road for trucks towing boats. In the winter
    these areas could also be used as parking for people skating on the lake. </Question1>
  <Question2>When the road was paved the traffic speed seemed to increase drastically. This made
    it even more terrifying to walk or bike along the road in some respects. More people have
    discovered the lake as a great skating area in the winter. It is difficult to park though. More
    homes are being built along the roadway. </Question2>
  <Question13>Safety of walkers and bikers! This is a very scary roadway to travel if you are not in
    a car. </Question13>
  <Question6>NO Something should be done on Kachemak Drive. I have never felt safe walking or
    biking on that road. </Question6>
  <RadioButtonList/>
  <RadioButtonList>1</RadioButtonList>
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  <RadioButtonList>1</RadioButtonList>
  <RadioButtonList/>
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  <RadioButtonList/>
  <RadioButtonList>1</RadioButtonList>
  <RadioButtonList/>

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<RadioButtonList/>

<RadioButtonList/>

<RadioButtonList/>

<Question1>We could lower the speed limit until we build a seprate walking/ biking lane. I would not be thrilled by this but it would be an affordable change. </Question1>

<Question1>put in a walking/ biking lane that is set back from the main roadway and make the road a scenic byway (like the done along East End Road)</Question1>

</form1>

```

<?xml version="1.0" encoding="UTF-8"?>
<form1>
  <TextField3/>
  <TextField4>Homer, Alaska 99603</TextField4>
  <Answer>Downtown Homer</Answer>
  <Answer/>
  <Answer/>
  <Answer/>
  <Answer>Downtown Homer</Answer>
  <Answer/>
  <Answer>Never</Answer>
  <Answer>Infrequently; maybe every few months</Answer>
  <Answer/>
  <Answer>Other</Answer>
  <TextField1/>
  <TextField1>Occasionally to get from East End Road to the Spit or vice versa, or to Ocean
    Drive</TextField1>
  <TextField2>Anne Marie Holen</TextField2>
  <Question11>I would love to see traffic slow down but I don't think this is a realistic option.
    Narrowing the lanes would help (with visual cues). Scenic Byway status requires an
    application to Alaska DOT. I have never heard of a seasonal Byway designation. I doubt such
    a short section would be granted Scenic Byway designation. (I know something about this
    topic.)</Question11>
  <Question10>Clearly the best option in terms of non-motorized user experience. Undoubtedly
    more expensive. However, I think we need to quit thinking of non-motorized transportation
    infrastructure as "optional." For years, handicapped access to buildings was thought of as
    "optional" until enough pressure was put on public officials to make it mandatory. It should be
    the same with non-motorized transportation, for many reasons.</Question10>
  <Question5>Not as good/safe/pleasant as a separated trail, but better than current
    situation.</Question5>
  <Question3>I support all trail development in the Homer area, including this
    proposal.</Question3>
  <Question1>It should have a separated bike/walking/running trail along the entire
    length.</Question1>
  <Question2>not sure</Question2>
  <Question13>not sure</Question13>
  <Question6>I am glad that the Parks and Rec Commission has not let this issue (biking/pedestrian
    pathway) die. It would be a shame if that happened.</Question6>
  <RadioButtonList>1</RadioButtonList>
  <RadioButtonList/>
  <RadioButtonList/>
  <RadioButtonList>1</RadioButtonList>
  <RadioButtonList/>
  <RadioButtonList/>
  <RadioButtonList/>
  <RadioButtonList>1</RadioButtonList>
  <RadioButtonList/>
  <RadioButtonList/>
  <RadioButtonList/>

```

<RadioButtonList>1</RadioButtonList>

<Question1>Narrowing the lanes and creating bike/walking shoulders of a different color (this is important) would be easy and affordable but not as effective as a separated pathway.</Question1>

<Question1>Kachemak Drive is a State road, not a City road. The City needs to advocate strongly for improvements via the STIP (Statewide Transportation Improvement Plan) process.</Question1>

</form1>

# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY

## QUESTIONS BELOW



Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

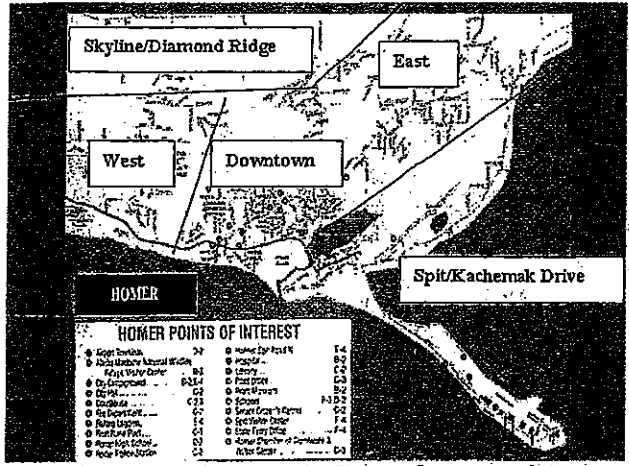
Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory Commission

Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Name (Optional)

Address (Optional)

City, State, Zip



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike, which of the following describes why you use it on Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

6. If you drive a car which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

7. If you could re-allocate space on the road for the following user groups, circle the action you would take:

CARS	PEDESTRIANS	CYCLISTS	OTHER VEHICLES
<input checked="" type="radio"/> Same Road Space	<input type="radio"/> Same Road Space	<input type="radio"/> Same Road Space	<input checked="" type="radio"/> Same Road Space
<input type="radio"/> More Road Space	<input checked="" type="radio"/> More Road Space	<input checked="" type="radio"/> More Road Space	<input type="radio"/> More Road Space
<input type="radio"/> Less Road Space	<input type="radio"/> Less Road Space	<input type="radio"/> Less Road Space	<input type="radio"/> Less Road Space

8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?

This doesn't make sense...  
 Why would anyone just want to bike to the airport.

9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?

Yes, concern is road is small to begin w/

10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?

Possibly depending on how far.

11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?

No! Will just create more traffic.

12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?

No - the shoulder needs to be paved at least!

13. What do you feel are the most pressing issues facing Kachemak Drive?

No Bike lane, or at least no paved shoulder

14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?

Bike commuters are more common - also tourist bike trips create hazard in summer - need safe path for the loop

15. What do you want Kachemak Drive to look like in the next 10 or 20 years?

Much the same but w/ Bike path.

16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?

Paving shoulders

17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.

YOU CAN MAIL THE COMPLETED SURVEY TO: CITY OF HOMER, KDPC ATTN. RENEE KRAUSE, CITY CLERK'S OFFICE 491 E. PIONEER AVENUE HOMER, ALASKA 99603 OR SUBMIT VIA EMAIL

Submit by Email

Print Form



# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW

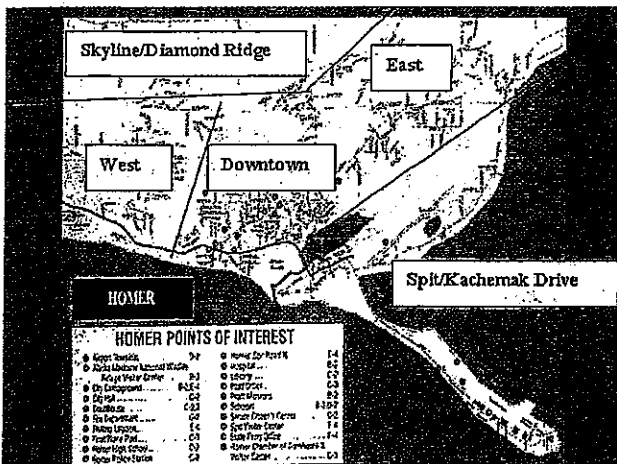


Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Name (Optional)  Address: (Optional)   
City, State, Zip



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
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- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
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- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

*running  
several  
times  
per  
week*

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike, which of the following describes why you use it on Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

6. If you drive a car which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

*go to boat harbor, athletic club, Starvin Marvin's, beach*

7. If you could re-allocate space on the road for the following user groups, circle the action you would take:

- | CARS   | PEDESTRIANS                                      | CYCLISTS   | OTHER VEHICLES                        |
|--|--|--|---------------------------------------|
| <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space |
| <input type="radio"/> More Road Space            | <input checked="" type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input type="radio"/> More Road Space |
| <input checked="" type="radio"/> Less Road Space | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space |

8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?

would be nice as continuation of spit bike trail - Homer needs to add bike paths whenever possible

9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?

The road is not very wide now - but this would be better than nothing

10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?

Yes - this would be best

11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?

No - drivers don't usually observe the speed limit now - but would be better than nothing also

12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?

Nope - needs something

13. What do you feel are the most pressing issues facing Kachemak Drive?

more use - needs to be upgraded

14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?

More bikers, runners - they need safer accomodations

15. What do you want Kachemak Drive to look like in the next 10 or 20 years?

Wider, with room for everyone

16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?

17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.

Bike/pedestrian path

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Print Form

# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW

JUL 19 2011 AM 08:54

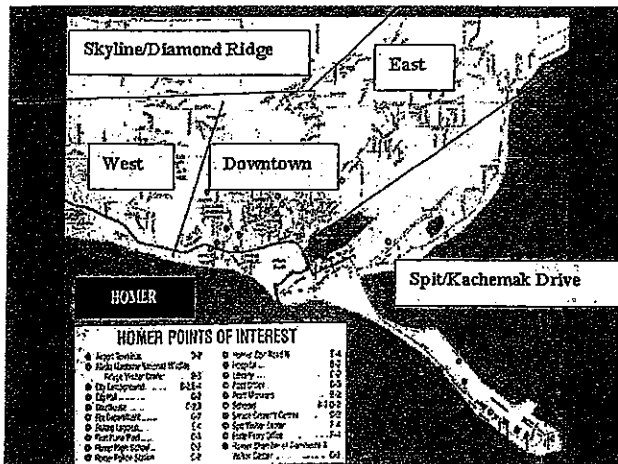


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Commission

Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Name (Optional) Bruce Bezon Address (Optional) 304 W. Pioneer  
City, State, Zip 99603



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- East Homer
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- Skyline/Diamond Ridge

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- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike

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- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

Other Bird watching 275

7. If you could re-allocate space on the road for the following user groups, circle the action you would take:

- | CARS                                  | PEDESTRIANS                                      | CYCLISTS   | OTHER VEHICLES                        |
|---------------------------------------|--|--|---------------------------------------|
| <input type="radio"/> Same Road Space | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space            | <input type="radio"/> Same Road Space |
| <input type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input checked="" type="radio"/> More Road Space | <input type="radio"/> More Road Space |
| <input type="radio"/> Less Road Space | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space            | <input type="radio"/> Less Road Space |

8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?

9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?

10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?

11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?

Yeah right!

12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?

13. What do you feel are the most pressing issues facing Kachemak Drive?

a bike path

14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?

more cyclists, & also more car traffic w/ little space. Bad mix!

15. What do you want Kachemak Drive to look like in the next 10 or 20 years?

16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?

17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.

YOU CAN MAIL THE COMPLETED SURVEY TO: CITY OF HOMER, KDPC ATTN. RENEE KRAUSE, CITY CLERK'S OFFICE 491 E. PIONEER AVENUE HOMER, ALASKA 99603 OR SUBMIT VIA EMAIL

Submit by Email

Print Form

# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW



Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

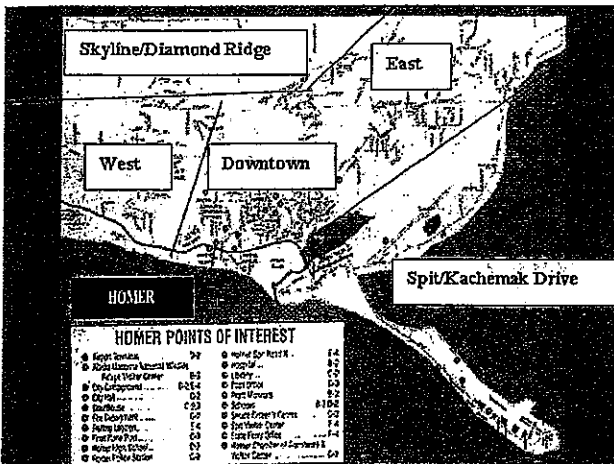
Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

Name (Optional)

Address: (Optional)

City, State, Zip



1. Please refer to the map and indicate the area of Homer where you live.

- West Homer
- Downtown Homer
- East Homer
- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle on Kachemak Drive?

*\*CURRENTLY TOO DANGEROUS*

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike, which of the following describes why you use it on Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

6. If you drive a car which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

7. If you could re-allocate space on the road for the following user groups, circle the action you would take:

CARS	PEDESTRIANS	CYCLISTS	OTHER VEHICLES
<input checked="" type="radio"/> Same Road Space	<input type="radio"/> Same Road Space	<input type="radio"/> Same Road Space	<input type="radio"/> Same Road Space
<input type="radio"/> More Road Space	<input checked="" type="radio"/> More Road Space	<input checked="" type="radio"/> More Road Space	<input type="radio"/> More Road Space
<input type="radio"/> Less Road Space	<input type="radio"/> Less Road Space	<input type="radio"/> Less Road Space	<input checked="" type="radio"/> Less Road Space

8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option.  
 Do you support this Option? Why or Why Not?  
 YES, FOR PEDESTRIAN/BYCECLE ACCESS TO LOCAL/CHARTER AIR SERVICES.

9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?  
 MAYBE, NOT CERTAIN IT WOULD IMPROVE SAFETY FOR ANYONE.

10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?  
 YES, A PEDESTRIAN/BYCLE PATH IS NEEDED TO COMPLETE THE LOOP BY TIEING EAST END RD TO SPIT TRAILS.

11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?  
 YES, WOULD IMPROVE SAFETY FOR ALL USERS.

12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?  
 NO

13. What do you feel are the most pressing issues facing Kachemak Drive?  
 SAFETY & DRAINAGE.

14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?  
 MORE & FASTER TRAFFIC, ESPECIALLY IN SUMMER - BOAT/TRAILOR TRAFFIC TO BOAT YARD + RVs.

15. What do you want Kachemak Drive to look like in the next 10 or 20 years?  
 MORE LIKE PORTION OF EAST END ROAD THAT HAS BIKE PATH.

16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?  
 ?  
 !

17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.  
 SEPARATED BIKE/PEDESTRIAN LANE

YOU CAN MAIL THE COMPLETED SURVEY TO: CITY OF HOMER, KDPC ATTN. RENEE KRAUSE, CITY CLERK'S OFFICE 491 E. PIONEER AVENUE HOMER, ALASKA 99603 OR SUBMIT VIA EMAIL

Submit by Email

Print Form

# PROPOSED KACHEMAK DRIVE NON-MOTORIZED PATH

PLEASE HELP OUR EFFORTS BY COMPLETING THE SURVEY  
QUESTIONS BELOW



Background: Late last year it was brought to the attention of the Parks and Recreation Advisory Commission that the current state of Kachemak Drive is unsafe for the traffic and recreation occurring there. A committee was formed to look at the safety issues on this road and to come up with creative ideas to increase safety. All four scenarios presented are ideas created and supported by the Committee members but are not to be considered concrete plans. Your input will help the Kachemak Drive Pedestrian Bike Path Committee present recommendations to the Parks and Recreation Advisory Commission and ultimately City Council for further action, if any, in the future.

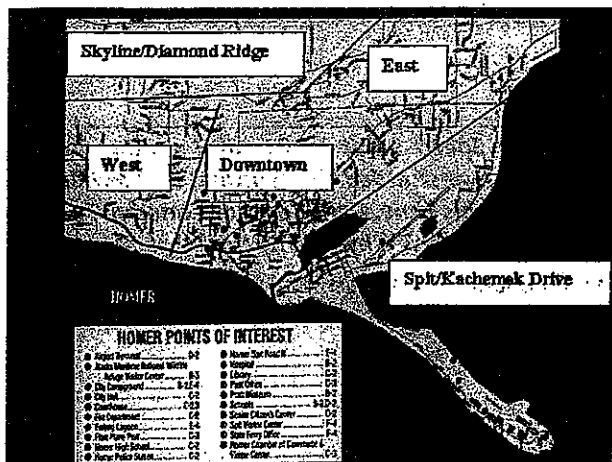
Kachemak Drive Pedestrian Bike Path  
A Committee of the Parks and Recreation Advisory  
Commission

Cowles Council Chambers City Hall  
491 E. Pioneer Avenue  
Homer, Alaska  
www.cityofhomer-ak.com

Name (Optional)

Address: (Optional)

City, State, Zip



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- West Homer
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- Kachemak Drive and Spit
- Skyline/Diamond Ridge

2. Referring to the map, indicate the area of Homer where your most frequent destination is located (workplace, office, school, etc.)

- West Homer
- Downtown Homer
- East Homer
- Skyline/Diamond Ridge
- Kachemak Drive and Spit

3. How often do you ride a bicycle or walk along Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

4. How often do you drive a car on Kachemak Drive?

- Never
- Infrequently; maybe every few months
- Occasionally, about once or twice a month
- Regularly, once or twice a week
- Frequently, several times a week or every day

5. If you ride a bike or walk, which of the following describes why you use Kachemak Drive. If more than one please note in "Other".

- Regular Exercise or Workout
- Family Outings or touring
- Commuting - Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- I do not Ride a Bike
- Other

6. If you drive a car, which describes why you use Kachemak Drive. If more than one please note in "Other".

- Commuting to Work or School
- Routine Errands
- Trips to the Library, Museums, Spit, Parks, etc.
- Other

**7. If you could re-allocate space on the road for the following user groups, circle the action you would take:**

CARS	PEDESTRIANS	CYCLISTS	OTHER VEHICLES
<input type="radio"/> Same Road Space	<input type="radio"/> Same Road Space	<input type="radio"/> Same Road Space	<input type="radio"/> Same Road Space
<input type="radio"/> More Road Space	<input checked="" type="radio"/> More Road Space	<input checked="" type="radio"/> More Road Space	<input type="radio"/> More Road Space
<input checked="" type="radio"/> Less Road Space	<input type="radio"/> Less Road Space	<input type="radio"/> Less Road Space	<input checked="" type="radio"/> Less Road Space

**8. Half Mile Trail from the Base of the Spit to the Airport Access Road. Comments and Concerns about this Option. Do you support this Option? Why or Why Not?**  
 Is this the beach trail option? This is a good pedestrian option, but only mountain bikers with lots of time would find cycle on this trail. I would strongly support a paved or crushed gravel surface parallel to the road - this is a very dangerous section as cars are going fast with limited visibility over the hill, and uphill bike riders may be going very slow and weaving a bit.

**9. Narrowing the Width of Road and Adding Widened Painted Shoulder for Bike/Walking Lane. Comments or concerns about this Option? Do you Support this Option? Why or Why Not?**  
 I strongly support this option as an immediate, low cost solution where the right of way and topography permit.

**10. Creating a Separated Recreational Trail following Current Water and Sewer Easements or Right of Ways. Comments or Concerns? Do you Support this Option? Why or Why Not?**  
 This is an excellent long term solution. Act fast, the easements on the west end are dug up and construction equipment is on site!

**11. Decreasing the Speed Limit to 25 MPH during Summer Months (defined as non-studded tire months) and Making it a Scenic Byway during this Time. Comments or Concerns? Do you Support this Option? Why or Why Not?**  
 I support this if it could be enforced. Making 9.5-10' lanes would help slow down traffic.

**12. Take No Action on Kachemak Drive. Comments and Concerns? Do you Support this Option? Why or Why Not?**  
 I travel this road frequently, both on a bike and by car. There is often a lot of car / truck traffic and they are going too fast. I often see 4-8 bicyclists on my trips along Kachemak Drive. I can not support no action.

**13. What do you feel are the most pressing issues facing Kachemak Drive?**  
 Safety, safety, and safety.

**14. How are the Community and the Uses of Kachemak Drive changing? How should the City respond to the changes?**  
 With the rising price of gas, more people are riding bikes.

**15. What do you want Kachemak Drive to look like in the next 10 or 20 years?**  
 I would like to see a separate, paved bike and pedestrian trail, similar to the spit trail. I would discourage an adjacent trail where possible, as the proximity of speeding cars and trucks detracts from a pleasant commuting / traveling experience.

**16. Please identify any actions on Kachemak Drive that seem easy, affordable and effective?**  
 Take advantage of the current construction activity at the west end of Kachemak Drive to eliminate mobe - demobe costs. Repaint the lines to allow up to 3' on each side for a paved shoulder for bikes and walkers.

**17. Please identify any actions on Kachemak Drive that you feel the City needs to take even though they appear hard but worth it? These actions may be difficult to achieve or may require a significant investment.**  
 Acquire necessary easements for trails under the power lines and over the sewer and water lines.

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Submit by Email

Print Form



# NEW BUSINESS



**RESOLUTION(S)**



1  
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**CITY OF HOMER  
HOMER, ALASKA**

Lewis

**RESOLUTION 12-034**

A RESOLUTION OF THE CITY COUNCIL OF HOMER,  
ALASKA, URGING THE NORTH PACIFIC FISHERY  
MANAGEMENT COUNCIL TO ADOPT MEASURES THAT  
REDUCE THE HALIBUT PROHIBITED SPECIES CATCH IN  
THE GULF OF ALASKA GROUND FISH FISHERIES.

WHEREAS, Halibut bycatch (prohibited species catch or PSC) limits in the Gulf of Alaska groundfish fisheries have not been significantly changed since 1989; and

WHEREAS, Currently there is a halibut bycatch limit of 2,300 metric tons (mt) in the Gulf of Alaska--or just over 5 million pounds; and

WHEREAS, A maximum reduction in the halibut PSC limit of 15% is being considered by the North Pacific Fishery Management Council for final action in June 2012; and

WHEREAS, Exploitable biomass--the portion of the halibut population that is available for harvest--has declined by 58% over the past decade; and

WHEREAS, Every pound of halibut caught as bycatch results in a direct loss of yield and spawning biomass of the halibut resource; and

WHEREAS, Cuts in catch limits have and will continue to have dramatic effects on our fisheries, businesses, economies and communities that depend on the halibut resource; and

WHEREAS, Halibut play a key role in the economy of the City of Homer;

NOW, THEREFORE, BE IT RESOLVED by the Homer City Council:

SECTION 1. That the Homer City Council urges the North Pacific Fishery Management Council to take meaningful final action now by reducing Gulf of Alaska halibut bycatch by at least 15% .

SECTION 2. That copies of this Resolution be provided to Governor Sean Parnell and all members of the North Pacific Fishery Management Council.

SECTION 3. That this Resolution takes effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 23<sup>rd</sup> day of April, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

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52 ATTEST:

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55  
56 JO JOHNSON, CMC, CITY CLERK

57  
58 Fiscal Note: N/A



43 ATTEST:

44

45

46

47 JO JOHNSON, CMC, CITY CLERK

48

49 Fiscal Note: Average lease revenues per year \$26,800.

50



**MEMORANDUM 12-066**

**TO:** Mayor Hornaday and Homer City Council  
**FROM:** Walt Wrede  
**DATE:** April 23, 2012  
**SUBJECT:** New Airport Lease Approval / Hertz Rental Cars

The airport concession lease for Hertz/ Pioneer Rental Cars expired on December 31, 2011. Hertz has continued to operate at the airport terminal on a month to month basis since that time. The City recently issued a Request for Proposals (RFP) for airport terminal concessions, including car rental businesses. Hertz submitted a proposal for a new five year lease. Five years is the maximum term permitted by the State Department of Transportation. (Leases within the airport terminal are subleases. The City leases the land the terminal sits on from the State).

The proposal submitted by Hertz / Pioneer Car Rentals is complete and fully responsive to the RFP. The proposal is included for your information. The credit report and the financial statement have been removed in order to protect the privacy of the owners and proprietary business information.

Hertz has been an excellent tenant at the airport. If this lease is approved, it would be the fourth consecutive 5 year lease for the company. Hertz generated \$29,000 in direct lease revenue for the City last year and the average over the past three years is \$26,800. Hertz's generates sales tax revenues, jobs, and spin-off economic activity. The owners have continually invested in the company and upgraded the rental car fleet. The company works hard to provide convenient and professional services to the travelling public and does a great deal to promote tourism and business in Homer.

Lease proposals for space within City owned buildings have not been reviewed by the Lease Committee in the past. These were always handled administratively. There are good reasons for that, especially at the airport terminal. The lease policies and the code are designed to address land leases and are not particularly well suited for leased space within buildings. In the past year, there has been some discussion about taking these lease proposals to the Lease Committee as well. I was prepared to do that this time but the Lease Committee was not able to muster a quorum on the scheduled meeting date. Since time is of the essence here (expired lease and summer season upon us), I decided to bring this resolution directly to the Council.

**RECOMMENDATION:** Approve a new five year lease at the Airport Terminal for Hertz/Pioneer Car Rentals and authorize the City Manager to execute the appropriate documents.



HERTZ/PIONEER CAR RENTALS INC.  
3720 FAA Road Suite 123  
Homer Alaska 99603  
Fax 907-235-8414  
907-235-0734

City of Homer  
RFP--Rental Car Concession

Application and related documentation from John Thompson for  
a new lease with the City of Homer.

1. Application and fee
2. Business plan
3. Experience
4. Proposal
5. Vehicles & Staffing
6. Business License
7. Credit report
8. Financial statement
9. Certificate of Incorporation
10. Corporation Board meeting minutes
11. Articles of Incorporation (Pioneer Car Rentals Inc)
- 12..By-Laws of Pioneer Car Rentals Inc

**CITY OF HOMER  
AIRPORT TERMINAL LEASE APPLICATION FORM**

Please type or print clearly and answer all the questions on this form, or put N/A (not applicable) in the spaces provided.

Applicant: John B. Thompson

Address: P.O. Box 189 Homer Alaska 99603

Telephone/Cell Phone 235-4204 399-4425

Email address: jbt43@xyz.net

Representative Name (if applicable): N/A

Address: \_\_\_\_\_

Telephone/E-mail Address: \_\_\_\_\_

Property Location: Homer Airport Terminal Space Number(s) 123

Type of business to be placed on the property: Car rental

Duration of lease requested: Ends Dec. 31, 2016

Special lease requirements: \_\_\_\_\_

Number of parking spaces required: Employee \_\_\_\_\_ Car Rental 17

**PROJECT SCHEDULE**

1.	Dates	Tasks
	<u>Jan. 1, 2012</u>	<u>Continue my car rental operation at the Homer Airport Terminal. I will rent cars, vans and SUV's. My hours of operation are from 6:30am until 7:30pm monday thru sunday.</u>

2. Insurance - Proof of insurability will be required upon signing of lease.

3. Fees-

Lease application Fee (\$30.00 non-refundable, submitted with Proposal)

The following fees must be submitted upon execution of a lease-

- a. Lease fee (\$300.00). Make check payable to City of Homer. Covers the cost of preparing and processing the actual lease (legal fees, administrative review).
- b. Lease fee (\$55.00). Make check payable to State of Alaska. Covers the cost of sublease fee for State of Alaska Department of Transportation and Public Facilities.

4. Financial Data - The applicant is a:

Sole proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation X \_\_\_\_\_  
Other (please explain) \_\_\_\_\_

a. Financial Statement - Attach a statement showing proof of ability of the potential lessee to meet the required financial obligations.

b. Surety Information - Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in your organization holding more than a ten percent interest? No

If yes, attach a statement naming the surety or bonding company, date, amount of bond, and the circumstances surrounding said default or performance.

c. Bankruptcy Information - Have you or any of the principals in your organization holding more than a ten percent interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? No

If yes, state date, court jurisdiction, amount of liabilities, and amount of assets

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Pending Litigation - Are you or any of the principals of your organization holding more than a 10% interest presently party to any pending litigation? No

If yes, provide detailed information for each claim, lien or judgment.

5. Partnership Statement - If applicant is a partnership, answer the following:

- a. Date of organization \_\_\_\_\_
- b. General partnership ( ) Limited partnership ( )

- c. Statement of partnership recorded? yes ( ) no ( )  
Where \_\_\_\_\_
- d. Has the partnership done business in Alaska? \_\_\_\_\_  
When \_\_\_\_\_  
Where \_\_\_\_\_
- e. Name, address and partnership share of each general and limited partner. If a partner is a corporation, complete page for corporation.  
Limited/  
General                      Name                      Address                      Share
- | Limited/<br>General | Name | Address | Share |
|---------------------|------|---------|-------|
|                     |      |         |       |
|                     |      |         |       |
|                     |      |         |       |
- f. Attach a complete copy of partnership agreement.

6. Corporation Statement - If applicant is a corporation, answer the following:

- a. Date of incorporation May 5, 1997
- b. Where incorporated State of Alaska
- c. Is the corporation authorized to do business in Alaska? yes  
If so, as of what date May 5, 1997
- d. The corporation is held: Publicly ( ) Privately (x)
- e. If publicly held, how and where is the stock traded? \_\_\_\_\_
- f. Furnish the name, title, and address of each officer and in addition, the same information for each principal stockholder owning more than ten percent of the corporation.

Name	Title	Address	Share
<u>John Thompson</u>	<u>Pres.</u>	<u>P.O.Box 189 Homer Ak.</u>	<u>95%</u>
<u>Sandra Thompson</u>	<u>Vice-pres.</u>	<u>P.O.Box 189 Homer Ak.</u>	<u>2 1/8%</u>
<u>Therese Pierce</u>	<u>Sec-Trea.</u>	<u>P.O.Box 2393 Homer Ak.</u>	<u>2 1/8%</u>

- g. Furnish copy of articles of incorporation and by-laws.
- h. Furnish the names of the Officers specifically authorized to execute contracts and other corporate commitments under the corporate articles and/or by-laws.  
John Thompson is authorized to execute and sign all pertinent documentation relating to the operation of Pioneer Car Rentals Inc.

7. Applicant's references - List four persons or firms with whom the applicant or its owners have conducted business transactions during the past three years. Two of the references named are to have knowledge of your financial management history of which at least one must be a financial institution. Two of the references must have knowledge of your business expertise.

Reference No. 1

Name: Kathy Kacher  
Firm: Aurora Taxes and Accounting  
Title: Owner  
Address: P.O.Box 664 Anchor Point Alaska 99556  
Telephone: 235-2411

Nature and magnitude of operation, purchase, sale, loan, business association, etc:  
She's my personal and business accountant

Reference No. 2

Name: Ron Chambers  
Firm: The Hertz Corporation  
Title: Western Regional Manager.  
Address: 1711 East Buckeye Road Phoenix Az. 85034  
Telephone: 1-602-267-4979

Nature and magnitude of operation, purchase, sale, loan, business association, etc:  
Ron has been my western regional manager for almost 14 years.  
He's been a guiding light over the years in helping me  
learn the car rental business.

Reference No. 3

Name: Teresa Winters  
Firm: Cal Worthington  
Title: Fleet Sales Mgr.  
Address: 1950 Gambell Anchorage Ak. 99501  
Telephone: 1-907-793-8216

Nature and magnitude of operation, purchase, sale, loan, business association, etc:  
I've been buying vehicles through Teresa for probably 12  
years.

Reference No. 4

Janna Davis  
AlaskaUSA Federal Credit Union  
Branch Manager  
135 Sterling Hwy. Homer Alaska 99603  
907-226-8835

I've known Janna since she became Branch Manager. She's familiar with my business and my banking with AlaskaUSA.

HERTZ/PIONEER CAR RENTALS INC.  
3720 FAA Road Suite 123  
Homer Alaska 99603  
Fax 907-235-8414  
907-235-0734

City of Homer

RFP----Rental Car Concession

Business Plan

I've been fortunate to have a good working relationship with all the Financial Institutions here in Homer. I've always paid all my obligations on time. My credit is A# with no exceptions. I have a credit line with Wells Fargo and Bank of America which I draw from to purchase vehicles. I also use business funds and personal savings to buy vehicles. I purchase most of my fleet thru Worthington Ford and Affordable Used Cars of Anchorage. I purchase vehicles wholesale and usually sell them above low book value.

I'm committed to my Hertz Franchise and the people who work for me. My business should continue to grow and I'm looking at operating this business for at least 20 years.



HERTZ/PIONEER CAR RENTALS INC.

3720 FAA Road Suite 123

Homer Alaska 99603

Fax 907-235-8414

907-235-0734

City of Homer

RFP---Rental Car Concession

Experience

My rental car experience consists of almost 14 years at the Homer Airport Terminal. I thoroughly understand the rental car industry as it pertains to Homer Alaska.

I've learned how to mix my fleet according to customer needs. Having purchased over 100 vehicles throughout these years has given me immense knowledge of automobiles. When I purchase vehicles I'm generally looking at ratings to include, mpg, visibility, storage, durability, safety, and resale value.

My business has steadily grown over the years. I feel that I'm an asset to the Airport Terminal and the city of Homer. I'm able to capitalize on a majority of the car rentals in Homer because of my Hertz Franchise. I'm the only national brand on the lower peninsula. I've held my rates fairly steady for the last three years. Most customers accept the fact that were off the main grid, and that our prices are going to be higher than Anchorage or the lower 48.

This will be my 4th, 5 year lease with the CITY of Homer. I'm looking forward to continuing my good relationship with the City of Homer.

HERTZ/PIONEER CAR RENTALS INC.  
3720 FAA Road Suite 123  
Homer Alaska 99603  
Fax 907-235-8414  
907-235-0734

City of Homer

RFP-----Rental Car Concession

Proposal

I've resided in Homer for 16½ years. My daughter her husband and three grand-children also reside in the area.

I plan on continuing operating Hertz Rent A Car of Homer for the foreseeable future. I've been successfully operating this Franchise for almost 14 years. Showing a profit for every year has taken diligence and experience. It took several years to learn the business along with catering to the public. The tourist season has enabled me to become a guide to Homer and the surrounding area. I direct people to lodging, restaurants, charters, and places of interest. I've gained a tremendous repeat business over the years from which I've formed close relationships with neumerous people. I take great pride in renting clean, mechanically sound, late model vehicles.

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City of Homer

RFP---Rental Car Concession

VEHICLES & STAFFING

I usually keep 15 vehicles in my fleet during the winter months from October to the end of April. My fleet increases to between 17 and 20 vehicles from May through September. According to Hertz guidelines I'm required to purchase late model vehicles with low mileage.

I currently have two employee's who work full time. Our hours of operation are from 6:15am until 7:30pm Monday thru Friday. Saturday and Sunday were currently open 8 hours per day covering all pertinent flights.

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**PIONEER CAR RENTALS INC**

PO BOX 189 HOMER AK 99603

owned by

PIONEER CAR RENTALS INC

is licensed by the department to conduct business for the period

October 28, 2011 through December 31, 2012  
for the following line of business:

53 - Real Estate, Rental and Leasing



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Susan K. Bell  
Commissioner

State of Alaska  
Department of Commerce and Economic Development  
Division of Banking, Securities and Corporations

**CERTIFICATE  
OF  
INCORPORATION  
Business Corporation**

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that Articles of Incorporation of

**PIONEER CAR RENTALS, INC.**

have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto the original copy of the Articles of Incorporation.

IN TESTIMONY WHEREOF, I execute this certificate  
and affix the Great Seal of the State of Alaska on

MAY 5, 1997.



William L. Hensley

COMMISSIONER OF COMMERCE  
AND ECONOMIC DEVELOPMENT

June 21, 1998

A meeting was called by the President of Pioneer Car Rentals Inc. This meeting is being held at 4239 Svedlund Homer Alaska.

The purpose of this meeting: To elect board members and appoint a chairman of ( Pioneer Car Rentals Inc.)

In attendance: John B. Thompson President  
Sandra K. Thompson Vice-President  
Therese M. Pierce-Sec/Treasurer

The President called the meeting to order at 7pm the 21st of June 1998.

A motion was put forth to elect (appoint board members for Pioneer Car Rentals Inc.)

After discussion it was muually agreed upon that the current officers of Pioneer Car Rentals Inc., being sole stockholders; should also be named as Board members.

A vote was taken and unanimously approved that all current officers of the Corporation will also hold the positions of the Board of Directors.

A vote was also taken to elect a Chairman and Vice Chairman, as well as Sec/Trea. of the Board of Directors.

John Thompson was elected Chairman of the Board.

Sandra K. Thompson was elected Vice-Chairman of the Board.

Therese M. Pierce was elected Sec/Treasurer of the Board.

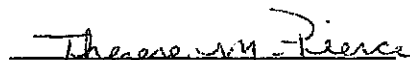
During this meeting it was also agreed upon that the Chairman of the Board of Directors should act as the agent of the Corporation. He will be responsible for signing all pertinent documents relating to the on going day to day operation of the Corporation.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Place: 4239 Svedlund Homer Alaska  
Date: June 21, 1998  
Time: 7 p.m.

  
President

  
Vice-President

  
Sec/Treasurer

PIONEER CAR RENTAL, INC.  
HERTZ OF HOMER  
PH. 907-235-0734  
FAX. 907-235-5420  
PO BOX 189  
HOMER, AK 99603-0189

896/1252

4416

DATE 3/29/12

PAY TO THE  
ORDER OF

CITY OF HOMER

\$ 30<sup>00</sup>

Thirty and 00/100

DOLLARS



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**ALASKA** MEMBER FDIC

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MEMO

LEAVE App. Fee

[Signature]

⑆ 25200060⑆ 2712 470 00 4416

# REQUEST FOR PROPOSAL

## Rental Car Concession

Homer Airport Terminal



**CITY OF HOMER, ALASKA**

James C. Hornaday, Mayor

**CITY MANAGER**

Walt Wrede



March 2012

**REQUEST FOR PROPOSAL FOR RENTAL CAR CONCESSION**

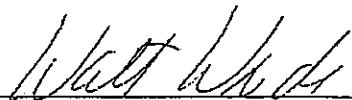
The City of Homer, Alaska has begun the competitive selection process for three Rental Car Concession spaces at the Homer Airport. The City is soliciting proposals and statements of qualifications from individuals or firms interested in this business opportunity.

Each designated area includes 111 square feet of concession space within the Homer Airport, as well as 10 on-site reserved parking spaces. The Lease will be awarded pursuant to a Request for Proposal process.

This RFP document contains:

- Instructions for submitting a Proposal
- Schedule of important dates and deadlines
- Evaluation Criteria
- Lease Application
- Lease Agreement

You are encouraged to review this RFP carefully so you may offer your feedback or request clarification prior to the submittal deadline. We look forward to your participation. If you have any questions, please don't hesitate to call.



Walt Wrede, City Manager

Request for Proposal

Rental Car Concession Lease

March 2012

**SCHEDULE**

**ACTIVITY**

**DATES**

**Publish Dates:**

Homer Tribune: March 28, 2012  
Homer News: April 5, 2012

**Submittal Deadline:**

Wednesday, April 11, 2012  
2:00 PM

**Submittal Address/Location:**

City Clerk  
Homer City Hall  
491 East Pioneer Avenue  
Homer, AK 99603

**Lease Committee Review:**

April 12, 2012

**Homer City Council Approval of Successful  
Proposals and Lease Agreements:**

April 23, 2012

**Estimated Lease Award Date:**

After April 23, 2012

Please note that this schedule is subject to change. Any date(s) may be extended by the City Manager when in the interest of the City to do so.

Request for Proposal

Rental Car Concession Lease

March 2012

**PART I**

Please note that the economic and other terms of this Concession Opportunity, including the provisions relating to rent, Lease term, deposits, insurance, and operational requirements, are described in more detail in the attached Lease.

**1. INTRODUCTION**

This RFP is intended to inform interested parties about the competitive selection process for a Rental Car Concession Opportunity at the Homer Airport Terminal. It is anticipated that the selection process will one month, culminating with the City Council's award of one to three Leases.

**2. DESCRIPTION OF THE RENTAL CAR CONCESSION LEASE**

In participating in this selection process, each Proposer will be seeking the opportunity to conduct the Permitted Use, as described in Section 1.3.b below, within the Airport pursuant to the Lease. The Lease describes the business and operational requirements of this Concession Opportunity, including the premises, rent, Lease term, deposits, insurance requirements, nondiscrimination requirements, and other important requirements.

The City Manager reserves the right to revise the form of the Lease prior to its execution to:

- (a) reflect the Concession Opportunity developed pursuant to this RFP,
- (b) incorporate any City requirements adopted or deemed applicable after the drafting of such draft Lease, and
- (c) incorporate any other non-substantive provisions desired by City Council.

**3. SUMMARY OF BUSINESS TERMS**

a. Term. Rental Car Concession Leases have a lease term of five years or less, which is negotiated with the Sublessee. The Rent Commencement Date refers to the date the Tenant takes possession of some or all of the Premises, as determined by the City Manager.

b. Permitted Use. The Lease is intended for the rental of vehicles, sale of personal accident insurance and parking of rental cars and for no other use without Landlord's consent. Without limiting the generality of the foregoing, Tenant shall operate the Premises in strict conformity with the requirements herein, including those set forth in the Lease. Business hours are not less than 4 hours per day, six days per week, excluding holidays.

Request for Proposal

Rental Car Concession Lease

March 2012

c. Rent. Per Lease Year, the base rent is structured as follows:  
**\$2,652.00**, plus taxes, payable in **monthly installments of \$221.00**, plus taxes.

In addition, **10% of Sublessee's Gross Sales** ("Percentage Rent"), but in no case shall the Percentage Rate be lower than \$500.00 per month.

d. Deposit Amount. At the time of execution of the Lease, the Sublessee is required to provide a **\$1000.00 security deposit**.

e. Utilities and Service. Water service for rental car cleaning will be provided at City discretion and only during the summer months.

f. Parking and Snow Removal. The City will designate 10 parking spaces for rental cars. If the City is able to provide additional car rental spaces, the Sublessee shall pay \$15 per space per month. City shall provide snow removal in the parking area, but Sublessee is responsible to move its parked cars to allow lot to be plowed.

g. Commercial General Liability, Automotive and Workers Compensation Insurance. Upon signing of lease, Sublessee is required to provide a one million dollar (\$1,000,000.00) general liability policy and automobile liability insurance for five hundred thousand dollars (\$500,000.00). The City of Homer and State of Alaska shall be named as additionally insured. If employees are hired, proof of workers compensation insurance is required.

**PART II**

**1. INQUIRIES REGARDING RFP**

Interested parties will be granted a Pre-Application Meeting upon request.

Inquiries regarding the RFP and all requests for written modification or clarification of the RFP must be directed to:

Walt Wrede, City Manager

Email: [citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

Phone: (907)235-8121 x 2222

Mail: 491 East Pioneer Avenue  
Homer, Alaska 99603

Request for Proposal

Rental Car Concession Lease

March 2012

**2. TIME AND PLACE FOR SUBMISSION OF PROPOSALS**

Proposals must be received by **2:00 p.m. on Wednesday, April 11<sup>th</sup>**. Postmarks will not be considered in judging the timelines of submission. Late submissions will not be considered. Proposals submitted by fax or email will not be accepted.

Proposals may be delivered in person or mailed to:

City Clerk  
Homer City Hall  
491 East Pioneer Avenue  
Homer, Alaska 99603

**3. FORMAT**

Proposals shall be submitted in a sealed envelope clearly marked, "CAR RENTAL LEASE PROPOSAL."

To be deemed responsive, Proposals must include:

1. Lease Application- provided by the City
2. Lease Application Fee (\$30 non-refundable fee submitted with proposal)
3. Proposer's Transmittal Letter- should list all items contained in the proposal
4. Business Plan- clear and precise narrative description of your plans, experience and stability.
5. Summary of Qualifications- attach information which demonstrates that the proposer has adequate qualifications and experience in successfully conducting a car rental business.
6. Financial Report- should demonstrate Proposer's ability to directly finance and/or obtain financing for proposed lease. List assets and liabilities, and note what assets are available to start a car rental agency.
7. Project Schedule- a specific time schedule for business activity to commence. Additionally, list hours of operation you intend to be open at the airport terminal, as well as how many employees will be hired.
8. Attachments Requested- per the application form, including, but not limited to the following documentation:
  - a. Partnership or corporate agreement
  - b. Business License
  - c. References and any other information that is directly pertinent to the Evaluation Criteria contained herein

Request for Proposal

Rental Car Concession Lease

March 2012

**PART III**

**1. PROPOSAL EVALUATION PROCESS - GENERAL**

To participate, each proposal must be submitted on or before the Submittal Deadline.

Proposals will be reviewed by staff to ensure the application is complete. If the application is incomplete, the proposal will be deemed nonresponsive. If the application is complete, the proposal will be reviewed and evaluated by the Lease Committee before recommendations are forwarded to City Council.

**2. EVALUATION CRITERIA**

Proposals will be evaluated on the following criteria and scored according to the point scale:

<b>Evaluation Criteria</b>	
<p><b>1. Proposed Concept</b></p> <ul style="list-style-type: none"> <li>• Description in narrative form of your plans, experience, and stability</li> <li>• Overall appeal of proposed concept</li> <li>• Conformance with concept sought in RFP, including compliance and timely submission of all documents requested</li> </ul>	<i>10 points</i>
<p><b>2. Business Plan</b></p> <ul style="list-style-type: none"> <li>• Financial report including credit history, listing your assets and liabilities. Also note what assets are available to support operations of this venture</li> <li>• Overall appeal and quality of plan</li> <li>• The development plan including all proposed improvements, and timetables to commence business activity</li> </ul>	<i>20 points</i>
<p><b>3. Vehicles and Staffing</b></p> <ul style="list-style-type: none"> <li>• Number of vehicles to be available for rental during peak months</li> <li>• Number of employees anticipated, and intended hours of operation</li> </ul>	<i>10 points</i>
<p><b>4. Experience</b></p> <ul style="list-style-type: none"> <li>• Qualifications and experience in the car rental industry</li> <li>• Current business and how you plan to incorporate your vision into the Homer Airport</li> <li>• Ability to maximize sales, revenue and customer satisfaction</li> <li>• Lease history</li> <li>• Current performance, if applicable</li> </ul>	<i>10 points</i>
<b>Total Possible Points</b>	
<b>50</b>	

**3. SELECTION OF TENANT(S) & NEGOTIATION AGREEMENT**

After evaluation and ranking of proposals by the Lease Committee, a recommendation will be forwarded to the City Council. If the Council approves, the City will offer the highest ranking proposer(s) an opportunity to negotiate lease agreements. The commencement date of the lease will be negotiated with the successful Proposer(s).

- a. If the City determines, at its sole discretion, that it will be unable to reach an acceptable agreement with a Proposer within an acceptable amount of time, the City may terminate negotiations with that Proposer and begin negotiations with the next highest ranking Proposer.
- b. The City may withdraw its solicitation of proposals to lease the property at any time before the City Council approves a definitive lease document.
- c. The City reserves the right to reject any or all responses, may waive any or all informalities or irregularities, and may permit the correction of errors or omissions in responses.
- d. A tour of the property will be provided prior to the Submittal Deadline, if requested by a Proposer, with sufficient notice.

**HOMER AIRPORT TERMINAL  
RENTAL CAR CONCESSION SUBLEASE**

**THIS SUBLEASE IS MADE** this \_\_\_\_ day of \_\_\_\_\_, 2012, between the City of Homer, Sublessor, (hereinafter referred to as "City") a municipal corporation, whose address is 491 East Pioneer Avenue, Homer, Alaska 99603-7624 and John Thompson dba Hertz/Pioneer Car Rental (hereinafter referred to as "Sublessee") whose address is 3720 FAA Road, Suite 123, Homer, Alaska 99603. The City is the lessee in that certain Lease Agreement No.ADA-06600, recorded at Book 222, Pages 124-140 of the Books and Records of the Homer Recording District, Third Judicial District, State of Alaska, between the State of Alaska, Department of Transportation and Public Facilities ("DOT/PF" or "State of Alaska"), lessor, and the City of Homer, lessee, as amended by Supplement No. 1, dated, February 28, 2002, and as may be further amended from time to time (collectively, the "Base Lease") to which all the terms, covenants, and conditions of this Sublease are subject. Sublessee will fully comply with all covenants, provisions, conditions, and terms of that Base Lease.

**CITY AND SUBLESSEE AGREE AS FOLLOWS:**

1. **DESCRIPTION.** City subleases to Sublessee and Sublessee subleases from City the premises consisting of 111 square feet of space as more fully described and/or depicted on Exhibit "A" attached hereto (hereinafter referred to as the "Premises"), located in the Homer Airport Terminal Building (hereinafter referred to as the "Building") located on Lot 5A, Block 800, HOMER AIRPORT TRACTS according to the official plats on file with the State of Alaska, Department of Transportation and Public Facilities, Division of Aviation (hereinafter referred to as the "Property"), for the term, the rent, and subject to the covenants and conditions hereinafter provided. This Sublease confers no rights either with regard to the subsurface of the land below the floor level of the Premises or with regard to airspace above the ceiling of the Premises.

2. **TERM.** (a) The term of this Sublease shall commence on \_\_\_\_\_, 2012 and shall end on the 31<sup>st</sup> day of December, 2016, unless sooner terminated as hereinafter provided.

(b) In any event, Sublessee may not occupy the Premises before DOT/PF consents to this Sublease in writing. If City is unable to deliver possession of the Premises by the date specified for the commencement of the term of this Sublease as a result of causes beyond its reasonable control, including without limitation any failure or delay in obtaining the consent of DOT/PF, City shall not be liable for any damage caused by failing to deliver possession, this Sublease shall not be void or voidable, and the term of this Sublease shall not be extended by the delay. The Sublessee shall not be liable for rent until City delivers possession of the Premises to Sublessee, but shall commence paying rent when City delivers possession.

3. **RENT.** Sublessee shall pay to City as annual rent, without deduction, setoff, prior notice or demand, the sum of \$2,652.00, plus taxes, payable in monthly installments of \$221.00, plus taxes, in advance on the first day of each month, commencing on the date the term of this Sublease commences. Monthly rent for the first month or portion of it shall be paid on the day the term commences.

Monthly rent for any partial month shall be prorated at the rate of 1/30th of the monthly rent per day. Rent not paid when due shall bear interest from the date when due at the rate of interest



specified in AS 45.45.010(a) as now enacted or hereinafter amended. Rent shall be paid at the address set forth for City in the introductory paragraph of this Sublease, or as otherwise directed from time to time by notices from City.

**4. USE OF PREMISES.** Sublessee shall use the Premises for counter space for rental of vehicles, sale of personal accident insurance and parking of rental cars and for no other use without Landlord's consent. Sublessee shall be open for business not less than four hours per day, six days per week (excluding holidays). Sublessee agrees to comply with all federal, state and local laws, ordinances and regulations. Sublessee agrees to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as City may hereafter from time to time make for the Building.

(a) Sublessee shall comply with all covenants, provisions, conditions, and terms of that certain Lease Agreement No. ADA-06600, recorded at Book 222, Pages 124-140 of the Books and Records of the Homer Recording District, Third Judicial District, State of Alaska, between the State of Alaska, Department of Transportation and Public Facilities ("DOT/PF" or "State of Alaska"), lessor, and the City of Homer, lessee, as amended by Supplement No. 1, dated February 28, 2002, and as may be further amended from time to time (collectively, the "Base Lease") to which all the terms, covenants, and conditions of this Sublease are subject. Sublessee will fully comply with all covenants, provisions, conditions and terms of that Base Lease. Sublessee shall not make or permit to be made any use of the premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of said Base Lease; nor will Sublessee commit any act, either by commission or omission, which would cause City to be in default of any covenant, provision, term or condition of the Base Lease. Sublessee hereby acknowledges receiving a copy of the Base Lease.

(b) Sublessee will not make any use of the Property or the Building, nor will Sublessee make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Sublease; which is forbidden by any federal, state or local law, ordinance or regulation; which may be dangerous to life, limb, or property; which would, in the reasonable judgment of City, in any way impair the character, reputation or appearance of the Building as an attractive and functional airport terminal building; or which would impair or interfere with or tend to impair or interfere with any of the services performed by City for the Property.

(c) Sublessee shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing except those articles and things reasonably connected with the stated use of the Premises set forth above by Sublessee without the advance consent of the City.

(d) Sublessee shall not display, inscribe, print, paint, maintain or affix in or about the Building or outside of the Premises any sign, notice, legend, direction, figure or advertisement, unless Sublessee shall first have obtained the consent of the City, and then only such names(s) and matter, and in such color, size, style, place and materials as shall first have been approved by City. City shall not unreasonably withhold prompt approval, but City's insistence on compliance with a uniform signage plan shall not be deemed unreasonable.

(e) No additional locks or similar devices shall be attached to any door or window without City's consent. No keys for any door other than those provided by City shall be made. If more than two keys for one lock are desired, City will provide the same upon payment by Sublessee. All keys must be returned to City at the expiration or termination of this Sublease.

(f) Sublessee shall not overload any floor. City may direct, within reason, the time and manner of delivery, routing and removal, and the location, of safes and other heavy articles.

(g) Unless City gives consent, Sublessee shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air conditioning apparatus in or about the premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein, or use any illumination other than electric light, or use or authorize to be brought into the Building any inflammable fluid such as gasoline, kerosene, naphtha, and benzene, or any explosives, radioactive materials or other articles deemed extra hazardous to life, limb or property, except in a manner which would not violate any federal, state or local law, ordinance or regulation. Sublessee shall not use the Premises for any illegal or immoral purpose.

(h) The sidewalks, halls, passages, exits, entrances and stairways shall not be obstructed by Sublessee or used for any purpose other than for ingress to and egress from the Premises. No Sublessee and no employees or invitees of any Sublessee shall go upon the roof of the Building.

(i) Sublessee shall not use, keep or permit to be kept any foul, explosive or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner unreasonably offensive or objectionable to the City or other occupants of the Building by reason of noise, odors, and/or vibrations, or unreasonably interfere in any way with other tenants or those having business therein; nor shall any animals or birds be brought in or kept in or about the Premises or the Building, unless for purposes of air transport, and then only in containers designed for transport of such animals or birds. Sublessee shall be responsible for enforcing the requirement that all animals and birds shall be kept in containers while in the Premises or the Building. Sublessee shall make all repairs and conduct all cleaning necessary as a result of the presence of birds or animals in the Premises or the Building in connection with air transport.

(j) Sublessee shall see that the doors and windows, if openable, of the Premises, are closed and securely locked before leaving the Building and must observe with strict care and caution that all water faucets or water apparatus are entirely shut off before Sublessee or Sublessee's employees leave the Building, and that all electricity shall likewise be carefully shut off so as to prevent waste or damage.

(k) In the event of any default or carelessness in performing the duties imposed by this paragraph, Sublessee shall make good all resulting injuries or losses sustained by other sublessees or occupants of the Building and City. In addition to all other liabilities for breach of any covenant of this paragraph, the Sublessee shall pay to the City an amount equal to any increase in insurance premiums payable by the City or any other tenant in the building, caused by such breach, but City shall have the burden of proving by a preponderance of the evidence that such increase is directly attributable to such breach.

**5. SECURITY DEPOSIT.** The Sublessee has deposited with City at the time of execution of this Sublease the sum of \$1,000.00 as a security deposit for the performance by Sublessee of the provisions of this Sublease. If Sublessee is in default, City can use the security deposit, or any portion of it, to cure the default or to compensate City for all damage sustained by City resulting from Sublessee's default. Sublessee shall immediately upon demand pay to City a sum equal to the portion of the security deposit expended or applied by City as provided in this

paragraph so as to maintain the security deposit in the sum initially deposited with City. Sublessee's failure to do so within five (5) days after demand by City shall be a default under this Sublease. If Sublessee is not in default at the expiration or termination of this Sublease, City shall return the security deposit to Sublessee. City's obligation with respect to the security deposit are those of a debtor and not those of a trustee or fiduciary. City may maintain the security deposit separate and apart from City's general funds or co-mingle the security deposit with City's general funds. City shall not be required to pay Sublessee interest on the security deposit. If City is required by law to maintain the security deposit in an interest bearing account, City shall be entitled to receive and retain the maximum amount permitted under applicable law as a bookkeeping and administrative charge.

**6. UTILITIES AND SERVICES.** City shall furnish to the Premises, at City's expense, except as otherwise provided in this Sublease, reasonable quantities of electricity and heat as required for Sublessee's use. City shall furnish water, sewer and garbage removal service to the Building, at City's expense; however, Sublessee shall be responsible for cleaning the Premises and taking its garbage to dumpsters provided for the Building. If City is required to construct new or additional utility installations including, without limitation, wiring, plumbing, conduits and mains, resulting from Sublessee's changed or increased utility requirements, Sublessee shall, on demand, pay to City the total cost of these items. City shall not be liable for failure to furnish utilities to the Premises when the failure results from causes beyond City's reasonable control, but in case of such failure City will take all reasonable steps to restore the interrupted utilities. Any such interruption of utilities shall never be deemed an eviction or disturbance of Sublessee's use and possession of the Premises, or any part thereof, or give Sublessee any right to abatement of rent, or otherwise relieve Sublessee from performance of any of Sublessee's obligations under this Sublease, except that Sublessee's obligation to pay rent shall be abated to the extent that any such interruption of the utilities exceeds fifteen (15) days. Sublessee shall pay for all telephone charges, including installation. Water service for rental car cleaning will be provided at City discretion and during the summer months only.

**7. CONDITION OF PREMISES.** Sublessee's taking possession of the Premises shall be conclusive evidence as against Sublessee that the Premises were in good order and satisfactory condition when Sublessee took possession, except as to latent defects. No promise of City to alter, remodel, repair or improve the Premises or the Building and no representation as to the condition of the Premises or the Building has been made by City to Sublessee, other than as may be contained in this Sublease or in a separate written agreement. At the termination of this Sublease, the Sublessee shall return the Premises clean and in as good order and condition as when the Sublessee took possession, ordinary wear and tear excepted, failing which the City may restore the Premises to such condition and the Sublessee shall pay the cost thereof on demand.

**8. MAINTENANCE AND REPAIRS.** City, at City's expense, shall maintain, in good condition, the structural parts of the Building which shall include only the foundation, bearing and exterior walls (excluding glass and doors to the Premises), subflooring, the unexposed electrical, plumbing and sewage systems, and the heating and ventilation system servicing the Premises. Sublessee, at Sublessee's expense, shall maintain, in good condition, the Premises, including, without limitation, all glass, doors to the Premises, electrical and plumbing fixtures, interior walls, signs and Sublessee's personal property.

**9. PARKING AND SNOW REMOVAL.** City shall designate a parking area for Sublessee's employees. No overnight parking of employee vehicles is allowed. City will also designate ten (10) parking spaces for Sublessee's rental cars. If City, in City's sole discretion, is

able to provide additional parking for rental cars, Sublessee shall pay additional rent of \$15 per month for each additional space. Additional rent is due at the same time the rent is due under paragraph 3 of the Sublease. City shall provide snow removal in the parking area, but Sublessee is responsible to move its parked cars to allow the lot to be plowed. Sublessee will be solely responsible to remove any snow left in its rental car parking area or around its parked cars if Sublessee fails to move them prior to City's snow removal.

**10. ALTERATIONS.** (a) Sublessee shall not make any alterations to the Premises without City's prior written consent, which shall not be unreasonably withheld. Requests for approval of alterations shall be made in writing and shall include three (3) copies of the plans and specifications. The City will approve or disapprove the proposed alterations within thirty (30) days. Approval of the alterations shall not constitute a building permit, nor shall a building permit constitute approval of the alterations. Any alterations (except Sublessee's trade fixtures) shall remain on and be surrendered with the Premises on expiration or termination of this Sublease, except that City can elect at any time to require Sublessee to remove any alterations that Sublessee has made to the Premises. If City so elects, Sublessee, at Sublessee's expense, shall restore the Premises to the condition designated by City in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later. If Sublessee proceeds to make any approved alterations to the Premises as provided in this paragraph, Sublessee shall notify City no less than five (5) days prior to the commencement of the work.

(b) Sublessee shall make no improvements or construction without the prior approval of DOT/PF. Sublessee shall provide City with copies of such written approval(s) prior to commencement of any improvements or construction.

**11. MECHANICS' LIENS.** Sublessee shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Sublease. Sublessee shall keep the Premises, the Building, and the Property free and clear of mechanics' liens resulting from construction done by or for Sublessee. Sublessee shall have the right to test the correctness or the validity of any such lien only if, immediately on demand by City, Sublessee procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of Alaska in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of AS 34.35.072 and shall provide for the payment of any sum that the claimant may recover on the claim, plus interest, costs and attorney's fees.

**12. INDEMNITY.** (a) Sublessee shall protect, indemnify and hold City and DOT/PF harmless from all damages, including costs and attorneys' fees, arising out of any injury to or death of any person or damage to or destruction of property occurring to, in, on or about the Premises, Building or Property, but only to the proportionate extent such damages, costs and fees may be caused by or contributed to by fault or other legal responsibility on the part of Sublessee, its employees, authorized representative, customers, invitees, or sublessees. Notwithstanding the first sentence of this paragraph, Sublessee shall not be liable to City or its insurers for, and Sublessee's obligation to protect, indemnify and hold City harmless shall not include any loss or damages, including costs and attorney's fees, covered and paid by City's fire insurance described in paragraph 16.

(b) Furthermore, Sublessee shall protect, defend, and indemnify and hold the State harmless to the same level and extent that the Sublessee would provide to the State if the Sublessee were a direct lessee of the State under the Base Lease.

**13. COMMERCIAL GENERAL LIABILITY, AUTOMOBILE, AND WORKERS' COMPENSATION INSURANCE.**

(a) Sublessee, at Sublessee's expense, shall maintain comprehensive general liability insurance with a single combined liability limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) insuring against all liability of Sublessee, its employees, and authorized representatives, arising out of or in connection with Sublessee's use or occupancy of the Premises.

(b) Sublessee, at Sublessee's expense, shall maintain automobile liability insurance with a single combined liability limit for bodily injury and property damage of not less than Five Hundred Thousand Dollars (\$500,000.00) insuring against all liability of Sublessee, its employees, and authorized representatives, arising out of and in connection with Sublessee's rental vehicles.

(c) All comprehensive general liability insurance and automobile policies shall insure performance by Sublessee of the indemnity provisions of paragraph 12; shall name City and DOT/PF as additional insureds; shall include a waiver of subrogation by the insurer against City and DOT/PF; and shall not contain any exclusion from coverage for Sublessee's liability for damages or loss incurred by City or DOT/PF because of their status as additional insureds.

(d) Sublessee, at Sublessee's expense, shall maintain workers' compensation insurance with policy limits not less than that required by statute.

(e) In addition to the foregoing, Sublessee must obtain and maintain such insurance covering the operations and activities of Sublessee to the same level and extent that Sublessee would be required to maintain if the Sublessee were the direct lessee of DOT/PF under the Base Lease. Sublessee must provide to DOT/PF, with a copy to City, such binders or certificates of insurance as may be required by DOT/PF to prove compliance with this subparagraph.

**14. USE OF HAZARDOUS SUBSTANCES.**

(a) Sublessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Sublessee or its authorized representatives, customers, invitees or sublessees, except for such Hazardous Material as is necessary or useful to Sublessee's lawful use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material. Such Hazardous Material shall be handled only by properly trained personnel.

(c) Sublessee shall not discharge, leak or emit, or permit its authorized representatives, customers, invitees or sublessees to discharge, leak or emit, any material into the atmosphere, ground, sewer system or any body of water, if such material does or may, unlawfully pollute or contaminate the same, or may unlawfully adversely affect (i) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the Property or any other real or personal property. The preceding sentence only applies to Sublessee's use of and operations on the Property.

(d) If any such discharge, leak, spill, emission, or pollution (referred to in subparagraph 14(c) above) occurs upon or from the Property during the Sublease term or any holdover, Sublessee will immediately notify City and all appropriate federal, state, and local authorities, and will act immediately to contain the spill, repair any damage, absorb and clean up the spill area and restore the Property to comply with the applicable portions of any federal, state, or local law or regulation then in effect.

(e) Sublessee hereby agrees that it shall be fully liable for all costs and expenses related to the handling, use, storage and disposal of Hazardous Material brought or kept on the Property by the Sublessee, its authorized representatives, customers, invitees and sublessees, and the Sublessee shall give immediate notice to the City of any violation or suspected violation of the provisions of subparagraphs 14(a), (b), (c) and (d).

#### **15. INDEMNITY FOR USE OF HAZARDOUS MATERIAL.**

(a) Sublessee shall protect, indemnify and hold City and DOT/PF and their officers, officials, and other employees harmless from and against any claims, demands, penalties, fines, judgments, settlements, liabilities, losses, damages, costs and expenses (including, without limitation, attorney, consultant and expert fees, court costs and other litigation expenses) (individually and collectively, "Environmental Damages") arising out of or related to (i) the presence, disposal or release of any Hazardous Material (as defined in subparagraph (c) below) on or impacting the Property; and (ii) any bodily injury (including death) or property damage (real or personal) caused by such presence, disposal or release; but only to the proportionate extent such Environmental Damages shall have been caused by or contributed to by fault or other legal responsibility on the part of Sublessee or its employees, agents, customers, invitees or contractors.

(b) City shall protect, indemnify and hold Sublessee and its directors, officers, and other employees harmless from and against any Environmental Damages arising out of or related to (i) the presence, disposal or release of any Hazardous Material on or impacting the Property; and (ii) any bodily injury (including death) or property damage (real or personal) caused by such presence, disposal or release; but only to the proportionate extent such Environmental Damages shall have been caused by or contributed to by fault or other legal responsibility on the part of City or its employees, agents, customers, invitees or contractors.

(c) For the purposes of paragraphs 14 and 15, "Hazardous Material" is defined as any substance that is toxic, ignitable, reactive, or corrosive that is regulated by any local government, the State of Alaska, or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" also includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

**16. CITY'S FIRE INSURANCE.** City shall, at City's expense, maintain on the Building a policy of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, up to the full replacement value. The policy shall provide that any proceeds shall be made payable solely to City. The "full replacement value" of the Building to

be insured under this paragraph shall be determined by the insurance company issuing the policy at the time the policy is initially obtained or subsequently renewed.

Sublessee shall not use the Premises for any purpose, nor do any acts in the Premises, which will increase the existing rate of insurance on the Building or cause the cancellation of any insurance policy covering the Building, or any part thereof, nor shall Sublessee sell, or permit to be kept, used or sold, on the Premises, any article, material or substance which may be prohibited by standard form fire and extended coverage insurance policies. Sublessee shall, at Sublessee's expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company, necessary for the maintenance of fire and extended coverage insurance covering the Building. Sublessee agrees to pay to City as additional rent any increase in premiums on policies which may be carried by City covering damage to the Building by fire and the perils normally included in extended coverage, but only to the extent City proves by a preponderance of the evidence that such increase is directly attributable to Sublessee's breach of the first two sentences of this subparagraph. In event of nonpayment of such additional rent, City shall have all the rights and remedies provided in this Sublease in case of nonpayment of rent.

**17. OTHER INSURANCE MATTERS.** All insurance required to be carried by Sublessee under this Sublease and the Base Lease shall be issued by insurance companies authorized to do business in the State of Alaska with a financial rating of at least "A" as rated in the most recent edition of Best's Insurance Reports, or an equivalent rating; shall be issued as a primary policy; and shall contain an endorsement requiring twenty (20) days prior written notice from the insurance company to both parties and before cancellation or change in the coverage, scope or amount of any policy. Sublessee shall furnish insurance certificates to City and DOT/PF at the commencement of the term of this Sublease, and on renewals. Sublessee shall promptly furnish copies of each policy to City and DOT/PF upon request.

**18. TAXES AND ASSESSMENTS.** City shall pay all general and special assessments. Sublessee shall pay all real estate taxes levied on Sublessee's interest in the Premises, Building or Property.

**19. DESTRUCTION.** If, during the term of this Sublease, the Premises or the Building are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, City shall restore the Premises or the Building to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the then existing laws and can be substantially completed within one hundred twenty (120) working days after the date of destruction. Such destruction shall not terminate this Sublease. If the restoration cannot be made in the time stated in this paragraph, either party shall have the right to terminate this Sublease by notice to the other party given at any time within thirty (30) days after the date of such destruction, or within thirty (30) days after it is determined that such restoration cannot be completed within the time stated, whichever is longer, except that if such destruction resulted from Sublessee's fault or negligence, Sublessee shall have no right to terminate this Sublease. If the then existing laws do not permit the restoration, either party shall have the right to terminate this Sublease by notice to the other party given at any time within thirty (30) days after the date of such destruction.

If a portion of the Building other than the Premises shall be totally or partially destroyed from any cause such that in the reasonable opinion of the City the Building should be restored in such a way as to alter the Premises materially, City may terminate this Sublease by notice to

Sublessee at anytime within thirty (30) days after the date of such destruction. In the event of giving effective notice pursuant to this paragraph, the term of this Sublease shall expire on the date thirty (30) days after the giving of such notice as fully and completely as if such date were set forth for the expiration of the term of this Sublease. If this Sublease is not so terminated, City shall restore the Premises and the Building within a reasonable time and this Sublease shall continue in full force and effect.

If City is required or elects to restore the Premises as provided in this paragraph, City shall not be required to restore alterations made by Sublessee, Sublessee's improvements, Sublessee's trade fixtures, and Sublessee's personal property, including without limitation, any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions and the like, such excluded items being the sole responsibility of Sublessee to restore.

In case of destruction there shall be an abatement or reduction of rent, between the date of destruction and the date of completion of the restoration or the date of termination of this Sublease based on the extent to which the destruction interferes with Sublessee's use of the Premises, except that if such destruction resulted from Sublessee's fault or negligence, Sublessee shall not be entitled to such abatement or reduction of rent.

If there is destruction to the Building that exceeds thirty-three and one-third percent (33 1/3%) of the then replacement value of the Building from any risk, City can elect to terminate this Sublease whether or not the Premises are destroyed. If, in the case of such destruction, Sublessee reasonably determines that such destruction unreasonably interferes with its use and occupancy of the Premises, Sublessee can elect to terminate this Sublease by written notice to City.

**20. CONDEMNATION.** If, during the term of this Sublease, there is a taking by condemnation (including condemnation by City) of all or any part of the Premises or Building, the rights and obligations of the parties shall be as follows:

If there is a taking of all or any part of the Premises, the term of this Sublease shall forthwith cease and terminate as of the date of vesting of title in the condemnor, and the City is entitled to receive the entire award from the condemning authority except that portion, if any, of the award which may be attributable to the loss of the value of the Sublessee's business and Sublessee's leasehold interest, which is given the Sublessee by virtue of this Sublease.

**21. DEFAULT.** Each of the following shall be deemed a default by the Sublessee and a breach of the Sublease:

(a) A default in the payment of the rent and additional rents due hereunder for a period of ten (10) days from the due date for such payment.

(b) A default in the performance of any other term, covenant or condition on the part of the Sublessee to be kept, performed, or observed for a period of fifteen (15) days after service by City on Sublessee of a notice specifying the particular default or defaults, provided, however, that no default on the part of the Sublessee in the performance of work or acts required by it to be done, or conditions to be modified, shall be deemed to exist if steps shall have in good faith been commenced promptly by the Sublessee to rectify the same and shall be prosecuted to completion with diligence and continuity.



(c) The entry of a decree or order for relief by a court having jurisdiction in respect of the Sublessee in an involuntary case under the federal bankruptcy laws, as now or hereinafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of or for the Sublessee or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs.

(d) The commencement by the Sublessee of a voluntary case under the federal bankruptcy laws, as now constituted or thereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of or for the Sublessee or for any substantial part of its property, or the making by Sublessee of any assignment for the benefit of creditors, or the failure of the Sublessee generally to pay its debts as such debts become due, or the taking of corporate action by the Sublessee in furtherance of any of the foregoing.

(e) The taking possession of the property of Sublessee by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Sublessee.

(f) The vacation or abandonment of the Premises by Sublessee.

(g) The assignment or subletting of the Premises by Sublessee without the prior written consent of City and the State of Alaska.

**22. CITY'S REMEDIES IN EVENT OF DEFAULT.** In the event of any default by Sublessee under this Sublease, City shall have the following rights and remedies, which shall be cumulative and all in addition to any rights and remedies that City may be given by statute, common law or otherwise:

(a) Distrain for rent due.

(b) Reenter the Premises and take possession thereof and remove all signs, other evidence of tenancy, and all personal property of Sublessee from the Premises.

(c) Declare the term of this Sublease ended.

(d) Relet the Premises in whole or in part for any period equal to or greater or less than the remainder of the term of this Sublease.

(e) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

(f) If Sublessee shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Sublease, City may, but shall not be obligated to, and without waiving or releasing Sublessee from any obligation under this Sublease, make such payment or perform such other act as may be reasonable in the circumstances, and in connection therewith to pay expenses and employ counsel.

All sums so paid by City and all expenses in connection therewith, together with interest thereon

at the rate of twelve percent (12%) per year or the current maximum legal rate of interest, whichever is less, from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter becoming due and City shall have the same rights and remedies for the nonpayment thereof, or of any other additional rent, as in the case of default in the payment of rent.

(g) Restrain by injunction any violation or attempted violation, or compel by injunction the performance of any of the covenants, agreements or conditions or terms of this Sublease.

(h) Recover, whether this Sublease be terminated or not, from Sublessee, damages provided for below constituting of items (i) and (ii), or, at City's election in lieu of (ii), item (iii):

(i) reasonable attorney's fees and other expenses incurred by City by reason of the breach or default by Sublessee;

(ii) an amount equal to the amount of all rent and additional rents reserved under this Sublease, less the net rent, if any, collected by City on reletting the Premises, which shall be due and payable by Sublessee to City on the days on which the rent and additional rents reserved in this Sublease would have become due and payable; that is to say, upon each of such days Sublessee shall pay to City the amount of deficiency then existing. Such net rent collected on reletting by City shall be computed by deducting from the gross rent collected all expenses incurred by City in connection with the reletting of the Premises, or any part thereof, including broker's commission and the cost of renovating or remodeling the Premises;

(iii) an amount to be due immediately on breach, equal to the amount, if any, by which the remaining rent due under this Sublease exceeds the fair and reasonable rental value of the Premises for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Premises for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year. If the Premises, or any part thereof, be relet by City for the unexpired term of this Sublease, or any part thereof, before presentation of proof of damages, the amount of rent reserved upon such reletting, in the absence of evidence to the contrary, shall be deemed to be the fair and reasonable rental value for the Premises, or any part thereof, so relet during the term of such reletting.

(i) Reentry or reletting of the Premises, or any part thereof, pursuant to this paragraph 22 shall not be deemed a termination of this Sublease, unless expressly declared to be so by City. If this Sublease shall be deemed terminated, Sublessee's liabilities shall survive and Sublessee shall be liable for damages as provided above.

The enumeration of the default rights of City above are not intended to imply that they are mutually exclusive, nor that they are in lieu of any or all statutory, common law or other rights.

### **23. BANKRUPTCY OR INSOLVENCY.**

(a) In the event that Sublessee shall file a petition, or an order for relief is entered against Sublessee, under Chapter 7 of the Bankruptcy Code, and the Trustee of Sublessee shall elect to assume this Sublease for the purpose of assigning the same, such election and/or assignment may only be made if all of the terms and conditions of subsections (c), (d) and (e) hereof are satisfied. If such Trustee shall fail to elect to assume this Sublease for the purpose of assigning the same within sixty (60) days after the order of relief, this Sublease shall be deemed to have been rejected. City shall be thereupon immediately entitled to exercise any remedies

available to it under paragraph 25 of this Sublease, and this Sublease shall be canceled, but City's right to be compensated for damages in such bankruptcy proceedings shall survive.

(b) In the event that Sublessee files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code or a proceeding filed by or against Sublessee under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding, and the Trustee of Sublessee or Sublessee as debtor-in-possession fails to assume this Sublease within sixty (60) days from the date of filing of the Petition or such conversion, the Trustee or debtor-in-possession shall be deemed to have rejected this Sublease. City shall be thereupon immediately entitled to exercise any remedies available to it under paragraph 22 of this Sublease, and this Sublease shall be canceled, but City's right to be compensated for damages in such bankruptcy proceedings shall survive. If the Trustee of Sublessee shall elect to assume this Sublease, such election may only be made if all of the terms and conditions of subsections (c) and (d) hereof are satisfied. If the Trustee of Sublessee shall elect to assign this Sublease after assuming it, such assignment may only be made if all of the terms and conditions of subsections (e) hereof are satisfied.

(c) No election to assume this Sublease shall be effective unless in writing and addressed to City and unless, in City's reasonable business judgment, all of the following conditions, which City and Sublessee acknowledge to be commercially reasonable, have been satisfied:

(i) The Trustee or the debtor-in-possession has cured or has provided City adequate assurance (as defined hereunder) that:

(A) within ten (10) days from the date of such assumption the Trustee or debtor-in-possession will cure all monetary defaults under this Sublease; and

(B) within thirty (30) days from the date of such assumption the Trustee or debtor-in-possession will cure all non-monetary defaults under this Sublease, or if the non-monetary default requires more than thirty (30) days to cure, the Trustee or debtor-in-possession will within thirty (30) days commence and proceed with diligence and continuity to cure the non-monetary defaults under this Sublease.

(ii) The Trustee or the debtor-in-possession has compensated, or has provided to City adequate assurance (as defined hereunder) that within ten (10) days from the date of assumption City will be compensated for any pecuniary loss incurred by City arising from the default of Sublessee, the Trustee, or the debtor-in-possession as recited in City's written statement of pecuniary loss sent to the Trustee or debtor-in-possession.

(iii) The Trustee or the debtor-in-possession has provided City with adequate assurance of the future performance of each of Sublessee's obligations under this Sublease; provided, however, that the obligations imposed upon the Trustee or debtor-in-possession shall continue with respect to Sublessee after the completion of bankruptcy proceedings.

(iv) City has determined that the assumption of the Sublease will not breach any provision in any other Lease by which City is bound relating to the Property.

(d) For purposes of subparagraph (c), adequate assurance shall mean:

(i) City shall reasonably determine that the Trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure City that the Trustee or debtor-in-possession will have sufficient funds to fulfill the obligations of Sublessee under this Sublease;

and

(ii) an order shall have been entered segregating sufficient cash payable to City and/or there shall have been granted a valid and perfected first lien and security interest in property of Sublessee, Trustee or debtor-in-possession, acceptable as to value and kind to City, to secure City the obligation of the Trustee or debtor-in-possession to cure the monetary and/or non-monetary defaults under this Sublease within the time period set forth above.

(e) (i) If the Trustee or debtor-in-possession has assumed the Sublease pursuant to the terms and provisions of subparagraphs (a) or (b), for the purpose of assigning (or elects to assign) Sublessee's interest under this Sublease, to any other person, such interest may be so assigned only if City shall acknowledge in writing that the intended assignee has provided adequate assurance as defined in this subparagraph (e) of future performance of all of the terms, covenants and conditions of this Sublease to be performed by Sublessee.

(ii) For purposes of this subparagraph (e), adequate assurance of future performance shall mean that City shall have reasonably ascertained that each of the following conditions has been satisfied:

(A) the assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by City to assure the future performance by such assignee of Sublessee's obligations under this Sublease;

(B) if requested by City, the assignee shall have obtained guarantees in form and substance satisfactory to City from one or more persons whom City determines to be creditworthy;

(C) the assignee has submitted in writing evidence, satisfactory to City, of substantial business experience in business operations of the same kind and comparable size to the business contemplated under this Sublease; and

(D) City has obtained all consents or waivers from any third party necessary to permit such assignment under any lease or agreement by which City is bound.

(f) Neither Sublessee's interest in this Sublease, nor any lesser interest of Sublessee herein, shall pass to any Trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Sublessee ("state law") unless City shall consent to such transfer in writing. No acceptance by City of rent or other payments from any such Trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive, the need to obtain City's consent or City's right to terminate this Sublease for any transfer of Sublessee's interest under this Sublease without such consent.

(g) In the event Sublessee shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if a receiver or Trustee of the property of Sublessee shall be appointed under state law by reason of Sublessee's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Sublessee's property for the benefit of creditors under state law; then and in such event City may, at its option, terminate this Sublease and all rights of Sublessee hereunder without further obligation to Sublessee, by giving Sublessee written notice of the election to so terminate.

**24. SURRENDER OF POSSESSION.** If, after termination of this Sublease, Sublessee shall vacate the Premises without removing all of its property, any and all property that remains may be removed from the Premises by City and may be handled, removed or stored by City at the risk, cost and expense of Sublessee, and City shall in no event be responsible for the value,

preservation or safekeeping thereof or for any loss or damage to Sublessee occasioned thereby. Sublessee shall pay to City, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in City's possession or under City's control. Any such property of Sublessee not removed from the Premises or retaken from storage by Sublessee within thirty (30) days after the end of the term of this Sublease or of Sublessee's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Sublessee and either may be retained by City as its property or may be disposed of in such manner as City may see fit.

**25. QUIET ENJOYMENT.** So long as Sublessee shall observe and perform the covenants and conditions contained in this Sublease, Sublessee shall, at all times during the term of this Sublease, peacefully and quietly have and enjoy possession of the Premises without any disturbance or hindrance by, from or through City, but subject to any rights of the State of Alaska in the Base Lease.

**26. ASSIGNMENT AND SUBLETTING.** (a) Sublessee shall not assign, hypothecate, or encumber its interest in this Sublease or in the Premises. Sublessee shall not sublease all or any part of the Premises, or allow any other person or entity (except Sublessee's authorized representatives) to occupy or use all or any part of the Premises without first obtaining City's written consent, which will not unreasonably be withheld, and the written consent of DOT/PF. No sub-sublessee may occupy the Premises before DOT/PF grants written consent. Any assignment, encumbrance or hypothecation of the Sublease is void, and any sub-sublease without such consent by the City and DOT/PF is voidable and, at City's election, shall constitute a default. No consent to any sublease shall constitute a further waiver of the provisions of this paragraph.

(b) Any proposed sublease must be submitted to the City for approval in three (3) copies, each bearing the original notarized signature of all parties. Each sublease shall be expressly subject and subordinate to the Sublease and the Base Lease and the rights of the City and DOT/PF respectively, and shall require the sublessee to assume the Sublessee's obligations hereunder and shall not release the Sublessee from liability hereunder. Each sublease shall be expressly terminable by City in its sole discretion at the end of the term of this Sublease. If approved by City, the proposed sublease will be forwarded to DOT/PF for approval. No consent to sublease is effective until given in writing by both the City and DOT/PF.

**27. RIGHTS RESERVED TO CITY.** City reserves the following rights:

(a) To name or to change the name of the Building.

(b) To install and maintain or to allow installation and maintenance of signs on the exterior or interior of the Building, excluding the interior of the Premises.

(c) To have pass keys to the Premises.

(d) To have access to the Premises for purposes of inspection upon reasonable prior notice.

(e) On reasonable prior notice to Sublessee, to exhibit the Premises to prospective tenants during the last six (6) months of the term of this Sublease, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a

legitimate interest at any time during the term of this Sublease.

(f) At any time in the event of an emergency and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the Premises or to the Building as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or City's interest, or as may be necessary or desirable in the operation or improvement of the Building, or in order to comply with laws, orders and requirements of governmental or other authority.

**28. ESTOPPEL CERTIFICATES.** Either party shall at any time and from time to time upon not less than fifteen (15) days prior request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Sublease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

**29. HOLDING OVER.** If Sublessee remains in possession of the Premises after expiration of the term of this Sublease, or after the date in any notice given by City to Sublessee terminating this Sublease, such possession by Sublessee shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice given at any time by either party. The provisions of this paragraph do not exclude City's rights of re-entry or any other right under this Sublease.

**30. SUBORDINATION OF SUBLEASE.** The rights of Sublessee under this Sublease shall be and are subordinate at all times to the Base Lease and all ground leases and/or underlying leases, if any, now or hereafter in force against the Property and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Sublessee shall promptly execute such further instrument as may be reasonably requested by City. Sublessee, at the option of any mortgagee, agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof.

**31. NOTICES.** All notices, demands and requests from one party to another shall be delivered in person or sent by mail addressed to the other party at the address set forth below, or at such other address as either party may notify the other in writing pursuant to this paragraph.

If to City:

Airport Terminal Manager  
491 East Pioneer Avenue  
Homer, Alaska 99603-7624  
Telephone: 907-235-8121x 2222  
Facsimile: 907-235-3148  
E-mail:terminalmanager@cityofhomer-ak.gov

If to Sublessee:

John Thompson  
Hertz/ Pioneer Car Rental  
3720 FAA Road, Suite 123  
Homer, AK 99603  
Telephone: 907-235-0734  
Facsimile: 907-235-8414

Telephone, facsimile, and e-mail addresses are provided for informational purposes, and may not be used in lieu of mail or personal delivery for formal notices, demands, and requests.

32. **WAIVER.** No failure by either City or Sublessee to insist upon the strict performance by the other of any term, covenant or condition of this Sublease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach or right, unless in writing, shall affect or alter this Sublease, but each and every term, covenant and condition of this Sublease shall continue in full force and effect with respect to any other then existing or subsequent breach.

The receipt and acceptance by City of delinquent rent shall not constitute a waiver of any other defaults; it shall constitute only a waiver of timely payment of the particular installment of rent involved. No act or conduct of City, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Sublessee before the expiration of the term of this Sublease. Only a notice from City to Sublessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of the term of this Sublease.

33. **SALE OR TRANSFER OF PREMISES.** If City sells or transfers the Building or the Premises, on consummation of the sale or transfer, City shall be released from any liability thereafter accruing under this Sublease. If any security deposit or prepaid rent has been paid by Sublessee, City can transfer the security deposit or prepaid rent to City's successor and on such transfer City shall be discharged from any further liability in reference to the security deposit or prepaid rent.

#### 34. **MISCELLANEOUS PROVISIONS.**

(a) Time is of the essence of each provision of this Sublease.

(b) This Sublease shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, except as otherwise provided in the Sublease.

(c) This Sublease shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

(d) This Sublease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties hereto.

(e) It is understood and agreed that this Sublease shall not be binding until and unless all parties have signed it.

(f) If Sublessee is a corporation, Sublessee shall deliver to City and DOT/PF on execution of this Sublease a certified copy of a resolution of its board of directors authorizing the execution of this Sublease and naming the officers that are authorized to execute this Sublease on behalf of the corporation or other proof reasonably satisfactory to City and DOT/PF.

(g) Any litigation arising out of the performance of the parties under this Sublease, or its interpretation, shall be brought in the Superior Court for the State of Alaska, Third Judicial District at Homer.

(h) All provisions contained in this Sublease, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(i) This Sublease may be executed in several counterparts, each of which shall be deemed an original and may be used as such, and such counterparts shall constitute but one and the same instrument.

**35. NON-DISCRIMINATION.** Sublessee covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age or gender will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal, state or local law. To the extent required by applicable law, regulation, or government contract, Sublessee shall furnish services on a fair, reasonable and not unjustly discriminatory basis, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, however, that Sublessee may make reasonable and nondiscriminatory discounts, rebates and similar types of price reductions to volume purchasers. The Sublessee recognizes the right of the City to take any action necessary to enforce this covenant, including actions required pursuant to any federal, state or local law.

(a) This agreement is subject to requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

(b) The concessionaire agrees to include the above statements in any subsequent concession agreement that it enters and cause those businesses to similarly include the statements in further agreements.

**36. RADIO INTERFERENCE.** At the City's request, Sublessee shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

**37. REGULATIONS.** Sublessee agrees to abide by all reasonable regulations now or hereafter established by the City or DOT/PF, or both, concerning the use, operation and maintenance of the Premises, Building and the Property.

**38. STATE DOT/PF APPROVAL.** Pursuant to the terms of the Base Lease this Sublease shall not become effective until approved in writing by the State of Alaska, Department of Transportation and Public Facilities.

**39. TERMINAL CHANGES AND IMPROVEMENTS.**

(a) The Sublessee understands and agrees that the requirements of the Building as an airport terminal in such matters as passenger volume, freight volume, flight frequencies, aircraft size, operating procedures, efficient baggage handling and passenger movements, aircraft and vehicle parking requirements, etc., may from time to time change, sometimes substantially, and consequently the City does hereby reserve the right and option to rebuild, remodel, relocate or otherwise effect such changes in the Premises and the Building. Sublessee agrees that upon thirty (30) days advance written notice given by City to relocate to new premises within the Building as may be reasonably assigned by City as deemed necessary or advisable; subject, however, to the conditions that the new premises shall be situated on the same floor in the Building and on the same concourse or hallway as the Premises, and further that the area of the new premises shall not be less than ninety percent (90%) of the area of the Premises unless



Sublessee shall consent to a greater reduction.

(b) Sublessee shall receive no compensation but shall receive reimbursement of reasonable expenses for any such move required by City. Moreover, if the area of the new premises is less than the area of the Premises, rent shall be reduced by a fraction, the numerator of which is the difference between the area of the Premises and the area of the new premises and the denominator of which is the area of the Premises. During the term of this Sublease (not including any extensions or renewals thereof) the Sublessee shall not be required to pay any increased rent resulting from any such move required by City, even if the new premises are larger than or have a higher rental rate than the Premises.

(c) The Sublessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours, moving, and the like, caused by or associated with the construction, remodeling, rebuilding, or relocation of the Premises or other portions of the Building shall not constitute a breach of quiet enjoyment of the Premises, nor shall they be grounds for an abatement of rental except in cases of interruption of the Sublessee's business or activities of longer than five (5) days in any calendar month in which case the rent shall be abated to the extent of 1/30th of the monthly rental per each day of interruption of the Sublessee's business or activity.

(d) In the event Sublessee is required to move to new premises, City will exert its best efforts to provide new premises comparable to the Premises but in the event Sublessee reasonably believes the move will have a substantially adverse effect on the activities or business of the Sublessee conducted in the Premises, the Sublessee may terminate this Sublease by giving written notice of termination to the City within thirty (30) days after the City has given the Sublessee the foregoing notice that the Sublessee must move.

40. **SPECIAL COVENANTS.** Special Covenants including renewal and rent adjustment provisions, if any, are set forth in Exhibit "B" attached hereto and incorporated by reference in this Sublease.

**IN WITNESS WHEREOF**, City and Sublessee have signed this Sublease as of the day and year first above written.

ATTEST:

**CITY:**  
**CITY OF HOMER, ALASKA**

\_\_\_\_\_  
Jo Johnson, CMC, City Clerk

\_\_\_\_\_  
Walt Wrede, City Manager

**SUBLESSEE:**

\_\_\_\_\_  
By: John Thompson, Owner

**STATE OF ALASKA  
THIRD JUDICIAL DISTRICT**

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Walt Wrede, known to me to be the City Manager of the City of Homer, and he acknowledged to me that he was authorized to execute the foregoing document by authority granted him by the City of Homer for the uses and purposes therein set forth.

**WITNESS** my hand and notary seal the day and year first hereinabove written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires:

**STATE OF ALASKA  
THIRD JUDICIAL DISTRICT**

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John Thompson, known to me to be the individual named in and who executed the foregoing document and he/she acknowledged to me that being duly authorized to do so he/she executed the foregoing document as his/her free and voluntary act and deed for the uses and purposes therein set forth.

**WITNESS** my hand and notary seal the day and year first hereinabove written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires:

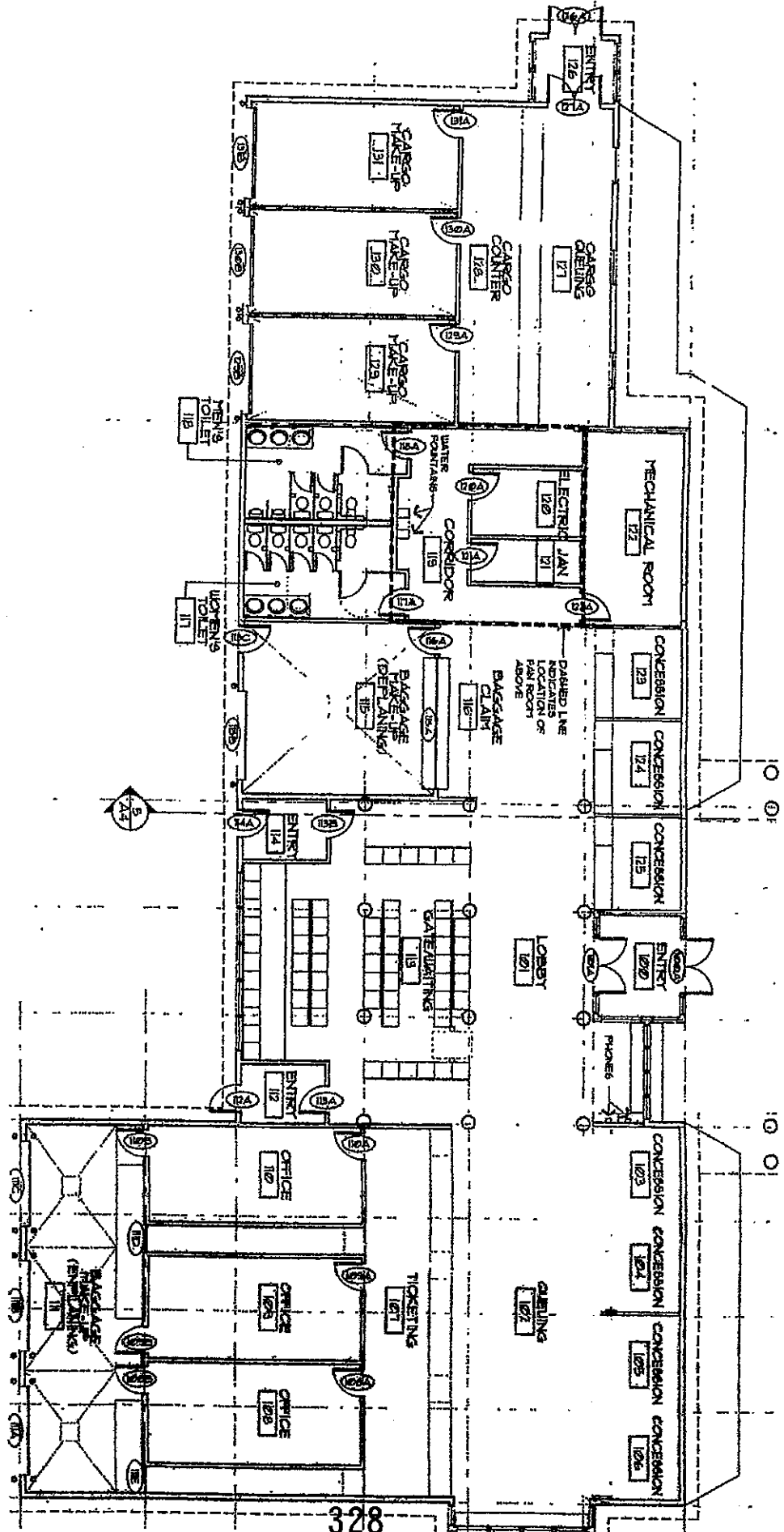
**EXHIBIT A**  
**HOMER AIRPORT TERMINAL**  
**RENTAL CAR CONCESSION SUBLEASE**

The legal description of the Premises is as follows:

Car Rental Concession area #123 and 10 parking spaces in the area designed for Car Rental Parking at the Homer Airport Terminal Building, Homer Airport located in Township 6S, Range 13W, Seward Meridian, Section 21, Homer Recording District, Homer, Alaska, all situated on Lot 5A, Block 800, HOMER AIRPORT TRACTS according to the official plats on file with the State of Alaska, Department of Transportation and Public Facilities, Division of Aviation.

The attached drawing depicts the Premises being subleased.

City of Homer  
 Airport Terminal Floor Plan



**EXHIBIT B**  
**HOMER AIRPORT TERMINAL**  
**RENTAL CAR CONCESSION SUBLEASE**  
**SPECIAL CONVENANTS**

Rent adjustment is as follows:

1. In addition to the rents specified in Paragraph 3 of the Sublease the Sublessee shall pay the City rent equal to ten percent (10%) of Sublessee's Gross Sales ("Percentage Rent") but in no case shall the Percentage Rate be lower than \$500.00 per month.

(a) "Gross Sales" means the actual rental price or sales price of all vehicles, insurance, damage waivers, goods, or merchandise rented or sold and the actual charges for all services performed by the Sublessee, in, at, from or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, trade-ins, barter, or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, all rentals, sales and services, regardless of whether deliver or performance is made from the Premises or from some other place, where the orders therefore originate (a) in, from, or arising out of the use of the Premises, or (b) by mail, telephone, facsimile, E-mail, Internet connection, or otherwise, that Sublessee or any reasonable person in the normal and customary course of its business would credit or attribute to its operations at the Premises. Any sums deposited with and forfeited to Sublessee shall be included in Gross Sales. Each installment or credit sale or rental shall be treated as a sale or rental for the full price in the month during which such sale or rental is made, regardless of whether or when Sublessee receives payment therefore.

Gross Sales shall not include (a) reasonable fuel charges, (b) amounts received in payment or reimbursement for actual vehicle damage or loss, (c) cash or credit refunds to customers on transactions (not to exceed to actual price of the sale or rental) otherwise included in Gross Sales, (d) sales of trade fixtures, machinery, and equipment, including vehicles retired from service, after use thereof in the conduct of Sublessee's business, and (e) amounts collected and paid by Sublessee to any government for any sales or excise tax.

(b) Sublessee shall deliver to City, within ten days after the end of each calendar month, a written report signed by the Sublessee or by an authorized officer or agent of Sublessee showing the Gross Sales made in the preceding calendar month and calculating the Percentage Rent due. City shall have the right, upon reasonable notice to Sublessee, to exam and audit Sublessee's records to determine the accuracy of Sublessee's reports.

(c) All payments of Percentage Rent shall be made monthly within ten (10) days after the end of the month, accompanied by the report described in subparagraph (b). If Sublessee's report of Gross Sales or calculation of Percentage Rent are found to be incorrect, any additional amount determined to be due the City shall be immediately paid to the City by the Sublessee, and any amount of overpayment by the Sublessee shall be credited against the next monthly payment due the City under this Lease.

HOMER RECORDING DISTRICT

MEMORANDUM OF SUBLEASE

CITY OF HOMER ("City"), whose mailing address is 491 East Pioneer Avenue, Homer, Alaska 99603, and John Thompson dba Hertz/ Pioneer Car Rental, ("Sublessee"), whose mailing address is 3720 FAA Road, Suite 123, Homer, Alaska 99603, entered a Sublease dated \_\_\_\_\_ ("the Sublease").

1. **Leased Premises.** Under the terms of the Sublease, City leases to Sublessee the premises consisting of 111 square feet of space as more fully described and/or depicted on Exhibit "A" attached hereto, located in the Homer Airport Terminal Building located on Lot 5A, Block 800, HOMER AIRPORT TRACTS, Homer Recording District, State of Alaska, according to the official plats on file with the State of Alaska, Department of Transportation and Public Facilities, Division of Aviation.

2. **Term of Lease.** The term of the Sublease commences on \_\_\_\_\_, 2012 and terminates on December 31, 2016.

IN WITNESS WHEREOF, the parties to Sublease set their hands and seals the dates set forth below.

ATTEST:

CITY:  
CITY OF HOMER

\_\_\_\_\_  
Jo Johnson, CMC, City Clerk

\_\_\_\_\_  
Walt Wrede, City Manager

SUBLESSEE:  
HERTZ/ PIONEER CAR RENTAL

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

\_\_\_\_\_  
By: John Thompson, Owner

**STATE OF ALASKA  
THIRD JUDICIAL DISTRICT**

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Walt Wrede, known to me to be the City Manager of the City of Homer, and he acknowledged to me that he was authorized to execute the foregoing document by authority granted him by the City of Homer for the uses and purposes therein set forth.

WITNESS my hand and notary seal.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires:

**STATE OF ALASKA  
THIRD JUDICIAL DISTRICT**

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared John Thompson, known to me to be the individual named in and who executed the foregoing document and he/she acknowledged to me that being duly authorized to do so he/she executed the foregoing document as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notary seal.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires:





**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 12-036**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A NEW SHORT TERM LEASE (SIX MONTHS) FOR PENINSULA SCRAP AND SALVAGE ON A PORTION OF LOT 12, HOMER SPIT SUBDIVISION NO. 5, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Peninsula Scrap and Salvage has been conducting operations on a portion of the chip pad under the terms of a short term lease which expired on January 7, 2012 and has continued its tenancy on a month to month basis under Section 2.02 of the lease since that time; and

WHEREAS, Peninsula Scrap and Salvage has requested a new short term lease for the same square footage with a term beginning May 1, 2012 and ending November 1, 2012; and

WHEREAS, Peninsula Scrap and Salvage has been a very good tenant and it has generated revenue for the port, created jobs, and provided a valuable public service with its community clean-up and recycling business; and

WHEREAS, Section 11 (G) (3) of the Lease Policies provide that “no consecutive short term leases for the same property to the same lessee may be issued without approval of the City Council”; and

WHEREAS, The administration recommends a new short term lease based upon the performance and business plan of the lessee and the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a new short term lease for Peninsula Scrap and Salvage on a portion of Lot 12, Homer Spit Subdivision No. 5, and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of April, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Lease revenues for six month period: \$16,350.

## MEMORANDUM 12-067

**TO:** Mayor Hornaday and Homer City Council

**FROM:** Walt Wrede

**DATE:** April 17, 2012

**SUBJECT:** New Short Term Lease, Peninsula Scrap and Salvage

Peninsula Scrap and Salvage has been operating on the chip pad under a short term lease (six months) which expired on January 7, 2012. Since that time, the company has been operating under the Hold Over Clause provisions contained in Section 2.02 of the lease. This basically means that the company is a month to month tenant. The extra time was needed in order to wait for the arrival of a transport ship and other matters.

Peninsula Scrap and Salvage has determined that there is still enough scrap metal to be salvaged and recycled in the Homer area to justify a new short term lease for one fourth of the chip pad; the same square footage and location that it is presently leasing. The company has requested a new short term lease with a term beginning May 1, 2012 and ending November 1, 2012. The company has determined, and the City agrees, that a lease with a longer term is not warranted under present circumstances. A short term lease best meets the needs of both the company and the City. The rental rate would be 60 cents per square foot which translates into \$16,350 for the six month term or \$2,725 per month.

Section 11(G) ( 3) of the Lease Policies states as follows: “ Short term leases shall not include renewable options and no consecutive short term leases for the same property to the same lessee may be issued without approval of the City Council.” The administration strongly recommends a new short term lease. Peninsula Scrap and Salvage has been a very good tenant in all respects. It is creating jobs and revenue for the port and providing a valuable public service. The City has been proud to partner with the company and the Kenai Peninsula Borough in what is probably the largest clean-up and recycling project the Kenai Peninsula has ever seen. Last year alone over 6,000 crushed cars, several derelict vessels, and thousands of pounds of scrap metal were recycled and transported over the Deep Water Dock.

**RECOMMENDATION:** Approve a new short term lease (six months) for Peninsula Scrap and Salvage and authorize the City Manager to execute the appropriate documents.



**GROUND LEASE AND SECURITY AGREEMENT**

**BETWEEN**

**CITY OF HOMER, ALASKA**

**AND**

**PENINSULA SCRAP & SALVAGE COMPANY**

**July, 2011**

## GROUND LEASE AND SECURITY AGREEMENT

THIS GROUND LEASE AND SECURITY AGREEMENT ("Lease") is made as of the 7th day of July, 2011, between the CITY OF HOMER, 491 East Pioneer Avenue, Homer, Alaska 99603, a municipal corporation organized under the laws of the State of Alaska, hereinafter referred to as "Landlord" and Peninsula Scrap and Salvage Company, a corporation organized under the laws of the state of Alaska, whose address is 44196 K-Beach Road, Soldotna, AK 99669 ("Tenant").

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to Exhibit A are a certificate of good standing issued by the state under whose laws Tenant is organized, and, if Tenant is a foreign entity, a certificate of authority issued by the State of Alaska. Attached as **Exhibit B** is a true and correct copy of a resolution of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

Landlord and Tenant agree as follows:

### 1. PROPERTY

#### 1.01. Property

Subject to the terms, covenants, conditions, rights and obligations set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property:

**The Northeast One Quarter of Lot 12, Homer Spit Subdivision  
No. 5 Homer Recording District, State of Alaska, as depicted on  
Exhibit F.**

Also known as Kenai Peninsula Borough Tax Parcel No. 18103220.

The described parcel contains approximately 54,450 square feet, more or less, and is referred to herein as the "Property."

#### 1.02. Quiet Enjoyment, Restrictions, Easements, Etc.

Landlord covenants and agrees that Tenant, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on Tenant's part to be kept or performed, will lawfully and quietly hold, occupy and enjoy the Property during the term of this Lease without hindrance or molestation, subject, however, to the rights and reservations expressed in the U.S. or State patent to the Property, the existing easements for roads, gas, electric, water, sewer and other utility lines, restrictions of record and to encroachments ascertained by physical inspection of the Property.

#### 1.03. Property Accepted "As Is"

Tenant acknowledges that it has inspected the Property and accepts the same "as is" and without reliance on any representations or warranties of Landlord, its agents, servants, or

employees as to the physical condition of the Property, including, but not limited to, subsurface and soil conditions, the presence of any hazardous waste as defined in paragraph 16.03, or as to the habitability or fitness of the Property for any particular purpose.

#### **1.04. No Subsurface Rights**

This Lease confers no mineral rights or rights with regard to the subsurface of the land below the level necessary for the use of the Property as stated in this Lease. Landlord makes no warranty or representation as to whether the Property is open or closed to mineral claims or leases under state or federal law.

### **2. TERM**

#### **2.01. Lease Term**

The term of this Lease is 6 months, commencing on the 7th day of July, 2011 and ending on the 7<sup>th</sup> day of January, 2012 (the "Term").

#### **2.02. Hold-Over**

If Tenant holds over after the expiration of the term of this Lease and Landlord accepts payment of rent, Tenant's occupancy will be deemed a tenancy from month to month, terminable upon 30 days written notice given by either party at any time, subject to all the terms, covenants and conditions of this Lease, and will not operate as a renewal or extension of this Lease. Landlord is not required to accept Tenant's tender of rent or to agree to any extended tenancy.

#### **2.03. Surrender of Possession**

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant must promptly and peaceably surrender the Property, and all buildings and improvements thereon, except as provided in paragraph 6.01. Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the Property and all such buildings and improvements thereon under paragraph 6.01.

### **3. RENT, TAXES, ASSESSMENTS AND UTILITIES**

#### **3.01. Compensation**

(a) **Compensation.** In lieu of the base rent rate of \$16,335.00 for the six month lease term, Tenant agrees to disassemble, remove and dispose of the F/V HONCHO and the F/V SPANKY PAIN in their entirety at no charge. Tenant will be exempt from dock use fees and wharfage fees associated with the use of the north corner log loading ramp for the purpose of and period of time required to complete the disassembly, removal and disposal of the two named fishing vessels.

#### **3.02. Tenant to Pay Taxes**

Tenant agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located any applicable real property taxes levied or assessed upon or

against the Property and all buildings and improvements thereon during the term of this Lease. Tenant further agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located all applicable personal property taxes on personal property situated on the Property and placed thereon by Tenant, its agents, servants, or employees. Tenant further agrees to pay prior to delinquency any other taxes for which it may be liable. Tenant must, within thirty (30) days after any such tax, assessment or other charge, whether or not constituting a lien on the Property, becomes due and payable, produce and exhibit to Landlord satisfactory evidence of payment thereof.

Tenant acknowledges that it is subject to and will pay applicable municipal taxes, including property tax on Tenant's leasehold interest in the Property.

### **3.03. Tenant to Pay Assessments**

Not applicable.

### **3.04. Proration of Taxes and Assessments**

If Tenant's obligation to pay taxes or assessments commences or ends during a tax year by reason of commencement or termination of this Lease, such taxes or assessments will be prorated between Landlord and Tenant.

### **3.05. Contest**

Tenant has the right to contest any taxes or assessments that Tenant is obligated to pay under paragraphs 3.02 or 3.03 of this Lease. Such proceedings must, if instituted, be conducted promptly at Tenant's own expense and free from all expense to Landlord. Before instituting any such proceedings, Tenant must pay under protest any such taxes or assessments, or must furnish to Landlord a surety bond written by a company acceptable to Landlord or other security acceptable to Landlord, sufficient to cover the amount of such taxes or assessments, with interest for the period that such proceedings may reasonably be expected to take, and costs, securing the payment of such taxes or assessments, interest and costs in connection therewith when finally determined. Notwithstanding the furnishing of any such bond or security, Tenant must pay any such taxes or assessments at least thirty (30) days before the time when the Property or any part thereof, might be forfeited. The proceedings referred to in this paragraph 3.05 may include appropriate appeals from any order or judgments therein, but all such proceedings must be begun as soon as reasonably possible after the imposition or assessment of any such taxes or assessments and must be prosecuted to final adjudication promptly. In the event of any reduction, cancellation or discharge, Tenant must pay the amount that is finally levied or assessed against the Property or adjudicated to be due and payable, and if there is any refund payable by the governmental authority with respect thereto, Tenant will be entitled to receive and retain the same, subject, however, to apportionment as provided in paragraph 3.04 of this Lease. Landlord, at Landlord's option, may, but is not obligated to, at Landlord's own expense contest any such taxes or assessments that are not contested by Tenant as set forth above, and, unless Tenant promptly joins with Landlord therein, Landlord will be entitled to receive and retain any refund payable by any governmental authority with respect thereof.



### **3.06. Tenant to Pay Utility Charges**

Tenant must pay or cause to be paid all charges for gas, oil, electricity, water, sewer, heat, snow removal, refuse removal and any and all other utilities or services used upon the Property throughout the term of this Lease, including any connection fees.

### **3.07. Tenant to Pay for City Services Related to the Property or to Tenant's Operations**

(a) Tenant must pay for all services provided by the City of Homer that are related to the Property or to Tenant's operations, including but not limited to Port and Harbor services, whether incurred by Tenant, or any business entity owned in whole or in part by Tenant or by one or more partners of Tenant, except for those services and/or fees specifically exempted in Section 3.01.

(b) Tenant must pay for wharfage at the rate of \$4.50 per short ton, crane use, ice, and other Port and Harbor services at the rates published in the Port and Harbor of Homer Terminal Tariff, which is subject to change from time to time, except for those services and/or fees specifically exempted in Section 3.01. In the event the City of Homer changes the method of establishing or publishing any or all such rates, then Tenant must pay for such services at the rates so established by such changed method. Tenant further agrees to provide the City of Homer with the necessary information to determine wharfage, crane use, ice and other Port and Harbor service charges, to keep written records of such information for not less than six years after such charges are due, and, upon request, to make such records available to the City of Homer for audit.

### **3.08. Additional Rent and Landlord's Right to Cure Tenant's Default**

All costs and expenses that Tenant assumes or agrees to pay pursuant to this Lease will, at Landlord's election, be treated as additional rent, and in the event of nonpayment, Landlord will have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of condition, at Landlord's election. If Tenant defaults in making any payment required to be made by Tenant or defaults in performance of any term, covenant or condition of this Lease on the part of Tenant to be kept, performed or observed that involves the expenditure of money by Tenant, Landlord at Landlord's option may, but is not obligated to, make such payment, or, on behalf of Tenant, expend such sum as may be necessary to keep, perform or observe such term, covenant or condition, and any and all sums so expended by Landlord, with interest thereon at the legal rate of interest from the date of such expenditure until repaid, will be, and will be deemed to be, additional rent and must be repaid by Tenant to Landlord, on demand, provided, however, that no such payment or expenditure by Landlord will be deemed a waiver of Tenant's default, nor will it affect any remedy of Landlord by reason of such default.

### **3.09 Security Deposit**

Tenant will deposit with Landlord 10% of the Base Rent (the sum of \$1,633.00) on July 7, 2011 for the lease dated July 7, 2011 to January 7, 2012 as security for the performance of Tenant's obligations under that Lease. Landlord will retain this security deposit and invest the security deposit in an interest bearing account in Landlord's name, subject to Tenant's approval, which will not be unreasonably withheld. If Tenant is in default with respect to any covenant or condition of this Lease, including but not limited to the

payment of rent, Landlord may apply all or any portion of the security deposit, including interest earned thereon, to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of Tenant's default. Tenant must upon demand deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term or Renewal Term of this Lease. If Tenant has fully complied with all of the covenants or conditions of the Lease, the Landlord will remit to the Tenant the security deposit, including any interest on deposit, within thirty days after the expiration or termination of this Lease.

#### **4. GRANT OF SECURITY INTEREST**

To secure Tenant's obligation for payment of rent and all other sums agreed to be paid by Tenant under this Lease, Tenant hereby grants to Landlord a lien and security interest in the following collateral: (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon against environmental contamination or pollution; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; and (4) all rents from Tenant's subletting of all or a part of the Property. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies afforded a secured party under the UCC. Tenant must execute, as debtor, such financing statement or statements as Landlord may now or hereafter reasonably request further evidencing said security interest.

#### **5. USE AND CARE OF THE PROPERTY**

##### **5.01. Use**

Tenant warrants that it has not entered into this Lease for purposes of speculation or for reserve for future uses, but rather to immediately and fully use and develop the Property. Except as otherwise provided herein, Tenant must use the Property for the following purposes:

Temporary storage of scrap metal awaiting shipment. Scrap materials will be free of all contaminants and toxic substances. Tracked vehicles will be equipped with street pads to prevent damage to the cement. Care will be taken when loading and unloading scrap metal to prevent damage to cement. Parking for vehicles, equipment and 20' storage container.

Tenant must use the Property for no other purposes without the Landlord's written consent, which consent will not be unreasonably withheld. Tenant's use must comply with the zoning code. Tenant must not use the Property for any unlawful purpose and must comply with all applicable statutes, laws and ordinances during the entire term of the lease and any extension or renewal thereof. If Tenant ceases to use the Property for the approved purposes, Landlord may, as one of its remedies, terminate this Lease upon thirty days written notice.

### **5.02. Care of the Property**

Tenant at its own cost and expense must keep the Property and all buildings and improvements that at any time may be situated thereon in good condition and repair during the term of this Lease, ordinary wear and tear excepted. The Property must always be kept by Tenant neat, clean and free of litter.

### **5.03. Restoration or Removal of Damaged Buildings and Improvements**

Except as provided in paragraph 6.02, in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant must at Tenant's expense restore the same to good and tenable condition or must remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed eighteen (18) months nor may the period of removal exceed forty-five (45) days.

### **5.04. Property Returned to Previous Condition**

At the termination of this Lease, Tenant must remove all debris and return the Property clean and in as good order and condition as when the Tenant took possession, failing which Landlord may restore the Property to such condition and Tenant must pay the cost thereof on demand. This paragraph does not require the removal of buildings, improvements, or fixtures upon termination of the Lease, which are governed by other provisions of this Lease.

### **5.05. Access Rights of Landlord**

Landlord, its agents, servants, or employees, have the right to enter into and upon the Property and all buildings or improvements situated thereon upon reasonable notice to Tenant and during normal business hours (defined as 9 a.m. to 5 p.m. Monday through Friday, except for holidays as defined in paragraphs 17.06 of this Lease) for the purpose of inspecting the Property and all buildings and improvements situated thereon for compliance with the terms of this Lease.

### **5.06. Nuisances Prohibited**

Tenant must immediately remove from the Property any abandoned or junk vehicles, buildings, improvements, equipment, machinery or fixtures. Tenant must not permit any nuisance or public nuisance to exist or to be created or maintained on the Property. Tenant agrees that any nuisance or public nuisance, under the common law, statute, or as defined by the Homer City Code, or any other code or regulations incorporated therein or otherwise adopted by ordinance or resolution of the City of Homer, may, after fifteen (15) days written notice to Tenant, or after four (4) hours notice in writing, by telephone, facsimile, or in person to Tenant if Landlord makes a written finding that such nuisance or public nuisance constitutes a threat of imminent harm to public health, safety or welfare, be removed or abated by Landlord without Tenant's further permission, with use of force if necessary, and without incurring any civil or criminal liability therefor. All the costs of such removal must be paid by Tenant to Landlord as additional rent under the terms of this Lease. This paragraph may not be construed as any limitation on any other legal rights or remedies available to the City of Homer to abate any nuisance or to prosecute any violation of the Homer City Code.

### **5.07. Compliance with Laws**

Tenant must comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting Tenant's activities on the Property or any buildings or other improvements that may be situated thereon. Tenant agrees to comply with federally mandated security requirements.

### **5.08. Radio Interference**

At Landlord's request, the Tenant must discontinue the use of any machine or device that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

### **5.09. Signs**

Tenant may erect signs upon the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

### **5.10 Garbage Disposal**

Tenant is responsible for removing all garbage generated by Tenant's business to a Kenai Peninsula Borough solid waste facility or transfer station. Tenant must not use the Landlord's Homer Spit garbage disposal facilities.

## **6. IMPROVEMENTS**

### **6.01. Ownership of Buildings and Improvements**

(a) Any and all buildings, fixtures, and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and any Renewal Terms and may be removed or replaced by Tenant, subject, however, to the obligations concerning the Required Improvements set forth in paragraph 6.02.

(b) Upon the expiration or termination of the Lease, all buildings, improvements, and fixtures must remain upon the Property and must be surrendered with the Property to Landlord, unless Landlord elects to require the removal of any or all of such property. If Landlord requires that buildings, improvements, and fixtures, or any part of them, be removed, Tenant must remove the same at its expense and repair or pay Landlord the cost of repairing any damage resulting from such removal. Landlord requires removal of all security fencing and the 20' container from the property. Approximately 60 days prior to the Tenant's scheduled vacation of the Property, Landlord and Tenant will meet and Landlord will advise Tenant what additional items must be removed and what items must remain.

### **6.02. Required Improvements**

(a) Tenant must, at Tenant's sole expense, construct certain Required improvements on the Property. Tenant must at all times during the Term and any Renewal Term keep and maintain the Required Improvements, or their equivalent of equal or greater value, as the minimum development on the Property. The Required Improvements are:

Portable Toilet on site for the Tenant's employees.

**6.03. Definitions**

As used in this Article 6 of this Lease, the following terms and phrases will have the meanings given here, unless the context requires otherwise:

"Complete" and "Completion" mean that construction is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including, but not limited to, the receipt of any applicable certificate of occupancy and other applicable permits, licenses, certificates, or inspection reports necessary to the improvement's legally authorized use. The existence of a contractor's punch list of items to be performed to finish the project will not prevent the construction from being Complete if the improvement otherwise meets the requirements of this definition.

"Excusable Delay" means delay due to strikes, act of God, inability to obtain labor or materials, governmental requirements, such as laws and requirements of any governmental authority having jurisdiction over the improvements or over any permits or licenses needed for Tenant's proposed operations, removal of Hazardous Materials discovered at any time after the Commencement Date, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

**6.04 Extensions of Time for Completion of Required Improvements**

An extension of the time to Complete the Required Improvements will be granted for the period of time of any Excusable Delay (as defined in paragraph 6.05); provided Tenant has commenced construction in a timely manner and is proceeding diligently to complete construction.

**7. RESERVED**

**8. RESTRICTIONS ON TRANSFER**

**8.01. Assignment or Sublease Without Consent Generally Prohibited**

Tenant must not voluntarily assign, encumber or sublease its interest in this Lease or in the Property without first obtaining Landlord's consent. Any assignment, encumbrance or sublease without Landlord's consent will be voidable and, at Landlord's election, will constitute a default. Any request for Landlord's consent must be made to Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment, encumbrance or sublease. No consent to any assignment, encumbrance or sublease will constitute a further waiver of the provisions of this paragraph. Any assignment effected pursuant to this paragraph 8.01 must require the assignee to assume the Tenant's obligations hereunder. An assignment will not release the Tenant from liability hereunder unless specifically so provided in writing and approved by Landlord. Tenant must promptly deliver to Landlord a copy of any instrument or must promptly notify Landlord of any unwritten agreement, that assigns, encumbers or subleases the Property. Landlord's consent to assign, encumber or

sublease the Property will not be withheld unreasonably. This section does not apply to a "Permitted Mortgage" as that term is defined in Section 14.01.

### **8.02. Change of Ownership**

If Tenant is a partnership or limited liability company a withdrawal or change, voluntary, involuntary or by operation of law, of any partner(s) or member(s) owning twenty-five percent (25%) or more of the entity, or the dissolution of the entity, will be deemed a voluntary assignment under paragraph 8.01. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of twenty-five percent (25%) of the value of the assets of Tenant, will be deemed a voluntary assignment under paragraph 8.01. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least twenty-five percent (25%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors. As to a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of such a Tenant corporation will not be deemed to be a voluntary assignment.

### **8.03. Costs of Landlord's Consent to be Borne by Tenant**

Tenant must pay Landlord's reasonable costs, including attorney's fees, and the expenses of due diligence inquiries, incurred by Landlord in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant.

### **8.04. Additional Rent For Sublease.**

If Landlord gives its written consent, Tenant may sublet all or a portion of the Property. If any rent accrues to Tenant as the result of such sublease that exceeds the pro rata share of rent then being paid by Tenant for the portion of the Property being sublet, then 25% of such excess rent must be paid by Tenant to Landlord as additional rent.

## **9. PROHIBITION OF LIENS**

Tenant must not suffer or permit any liens, including without limitation, mechanic's or materialmen's liens, to be recorded against the Property. If any such liens are recorded against the Property, Tenant must cause the same to be removed, or, in the alternative, if Tenant in good faith desires to contest the same, Tenant will be privileged to do so, but in such case Tenant hereby agrees to indemnify and save Landlord harmless from all liability for damages occasioned thereby and must, in the event of a judgment or foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease may be construed to be a waiver of the provisions of AS 09.38.015(c), as may be amended from time to time. This section does not apply to a "Permitted Mortgage" as that term is defined in Section 14.01.

## **10. INDEMNITY**

### **10.01. Indemnity Generally**

Tenant agrees to protect, indemnify and hold Landlord harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever

occurring on the Property during the Term or during Tenant's possession of the Property, or arising out of or relating to the Tenant's use of the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorneys fees, incidental to the defense of and by Landlord therefrom, excepting only liability arising from the sole negligence of Landlord. If any action or proceeding is brought against Landlord by reason of any such occurrences, Landlord will promptly notify Tenant in writing of such action or proceeding.

#### **10.02. Indemnity For Emergency Service Costs**

Without limiting the generality of paragraph 10.01, in the event of a major fire or other emergency, Tenant must reimburse Landlord for the cost of providing fire fighting and other emergency service to Tenant or the Property, or elsewhere if the fire or emergency requiring response arises from or is related to the use of the Property or Tenant's operations. For purposes of this paragraph, a major fire or other emergency is one that requires more than five hours of effort by the Homer Department of Public Safety or its successors.

### **11. INSURANCE**

#### **11.01. Liability Insurance**

(a) Tenant must procure and at all times maintain, at its expense, public liability insurance covering Tenant's operations and the Property in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence to protect against liability for bodily injury, death or property damage that might arise from the construction, occupancy or use of the Property and the operations conducted on, from, or related to it. Such insurance must include coverage for comprehensive general liability; bodily injury and property damage liability; premises and operations liability, including underground, products and completed operations; broad form property damage liability; blanket contractual liability; personal injury liability; and comprehensive automobile liability including without limitation bodily injury and property damage and all owned, hired, and non-owned automobiles. Such insurance policy or policies must be additionally endorsed to provide sudden and accidental pollution coverage for claims or losses arising out of activities or events taking place on the Property or arising out of Tenant's operations, wherever conducted in the City of Homer.

(b) Tenant must procure and at all times maintain, at its expense, environmental remediation and environmental impairment liability insurance, including sudden and accidental coverage and gradual pollution coverage. Such coverage must also include clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property. Tenant must maintain limits of liability of ONE MILLION DOLLARS (\$1,000,000.00) for any one accident or occurrence. Environmental impairment liability insurance must extend to loss arising as a result of: (i) liability of others assumed by Tenant under contract or agreement; (ii) clean-up operations; (iii) activities performed by or on behalf of Tenant while Tenant has care, custody, possession, or control of vessels, equipment, people, supplies, products or materials for which Tenant performs services or upon which Tenant performs actions; and (iv) the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

## **11.02. Worker's Compensation and Employer's Liability Insurance**

Tenant must procure and at all times during the term of this Lease maintain, at its expense, Worker's Compensation Insurance as required by statute and Employer's Liability Insurance.

## **11.03. Named Insured, Notice to Landlord, and Waiver of Subrogation**

All insurance policies required to be maintained by Tenant under paragraph 11.01 must name Landlord, and its officers, employees and agents, as additional insured, but they must not contain any exclusion from coverage for Tenant's liability for damages or loss incurred by Landlord because of Landlord's status as an additional insured. All policies issued under paragraph 11.01 must contain a waiver of any subrogation rights any insurer might have against Landlord. All policies issued under paragraphs 11.01 or 11.02 must contain an agreement by the insurers to provide at least thirty (30) days prior written notice to Landlord of cancellation, expiration or substantial changes in policy conditions and coverage. Tenant must furnish insurance certificates and copies of all such insurance policies to Landlord promptly after the issuance thereof.

## **11.04. Fire and Extended Coverage Insurance; Builder's Risk Insurance**

(a) Except as provided in subparagraphs 11.04(b) and (c), Tenant may at its own expense and in its own name obtain insurance against loss or damage by fire and such other risks as it determines to cover buildings, equipment, inventory, fixtures, personal property and improvements made to the Property by Tenant subsequent to Tenant's taking possession of the Property under this Lease.

(b) During construction of the Required Improvements and during any subsequent restorations, alterations, or changes in the Required Improvements at a cost in excess of \$250,000 per job, Tenant must procure and maintain builder's all risk insurance in an amount reasonably satisfactory to Landlord.

## **11.05 Required Endorsements and Authorization**

In addition to, and without limiting the requirements of paragraphs 11.01 through 11.04, Tenant must at all times maintain and give to the Landlord, for Landlord's benefit, current insurance endorsements substantially in the form of **Exhibit C** and **Exhibit D**. Tenant must also grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord an authorization substantially form of **Exhibit E**. Tenant must, from time to time, execute and deliver to Landlord such additional authorizations (**Exhibit E**) that Landlord may request.

## **12. CONDEMNATION**

### **12.01. Condemnation**

In the event the Property, or any part thereof or interest therein, is taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article 12.



## **12.02. Total Taking**

If all of the Property is taken or so transferred, this Lease and all the right title and interest thereunder of Tenant will cease on the date title to the Property vests in the condemning authority.

## **12.03. Partial Taking - Termination of Lease**

In the event the taking or transfer of part of the Property leaves the remainder of the Property in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the opinion of the Tenant for the purpose of operation thereon of Tenant's business, then this Lease and all of the right, title and interest thereunder of Tenant will cease on the date title to the Property vests in the condemning authority, and the condemning authority enters into possession.

## **12.04. Partial Taking - Continuation of Lease**

In the event the taking or transfer of a part of the Property leaves the remainder of the Property in such location and in such form, shape or size, or so accessible as to be effectively and practicably usable in the opinion of Tenant for the purpose of operation thereon of Tenant's business, this Lease will terminate and end as to the portion of the Property so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but will continue in full force and effect as to the portion of the Property not so taken or transferred. If there is a partial taking and this Lease is not terminated, then the annual rent payable under this Lease will abate for the portion of the Property taken in the proportion that such portion bears to all of the Property.

## **12.05. Compensation**

If any compensation is payable as a result of eminent domain proceedings or a transfer in lieu thereof, Landlord and Tenant may each make a claim against the condemning or taking authority for the amount of any just compensation due to each of them, respectively. Tenant must make no claim against Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that in the event of a single award to Landlord that includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

## **13. DEFAULT**

### **13.01. Default**

Each of the following events will be deemed an event of default by the Tenant under this Lease and a breach of the terms, covenants and conditions of this Lease:

(a) A default in the payment of the rent and additional sums due under this Lease, or any part thereof, for a period of ten (10) days from the due date for the payment of such rent or additional sums.

(b) A default in the performance of any other term, covenant or condition on the part of the Tenant to be kept, performed or observed for a period of fifteen (15) days after Landlord gives to Tenant a written notice specifying the particular default or defaults; provided, however, that any default on the part of Tenant in the performance of work or acts required to be done, or conditions to be modified, will be deemed to be cured if steps are taken promptly (and in no event later than thirty (30) days after such notice has been given) by Tenant to rectify the same and are prosecuted to completion with diligence and continuity.

(c) The use of the Property or buildings and improvements thereon for purposes other than those enumerated herein, to which Landlord has not given its written consent.

(d) The abandonment of the Property by Tenant. If the Property is deserted or Tenant does not use the Property for the purposes stated in paragraph 5.01 for 12 months or more, it will be deemed abandoned, even if Tenant continues to pay rent.

(e) Tenant making an assignment for the benefit of creditors, filing a petition in bankruptcy, petitioning or applying to any tribunal for the appointment of a custodian, receiver, or any trustee for it or a substantial part of its assets, or commencing any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or the filing of any such petition or application, or the commencing of any such proceeding against it, in which an order for relief is entered or that remains undismissed for a period of 30 days or more; or Tenant by any act or omission indicating its consent to, approval of, or acquiescence in any such petition, application, or proceeding or order for relief or the appointment of a custodian, receiver, or any trustee for it or any substantial part of any of its properties, or the suffering of any such custodianship, receivership, or trusteeship to continue undischarged for a period of 30 days or more.

(f) Tenant being generally unable to pay its debts as such debts become due.

(g) Tenant having concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or making or suffering a transfer of any of its property that may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or suffering or permitting, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint that is not vacated within 30 days from the date thereof.

### **13.02. Landlord's Remedies**

In the event of any default by Tenant as recited in paragraph 13.01 of this Lease, Landlord will have all of the below-enumerated rights and remedies, all in addition to any rights and remedies that Landlord may be given by statute, common law or otherwise. All rights of Landlord are cumulative, and none will exclude any other right or remedy. Landlord's rights and remedies include the following:

(a) Landlord may declare the term of this lease ended by written notice to Tenant. Upon such termination of this Lease, Tenant must surrender possession and vacate the Property immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Property in such event with or without process of law and to repossess Landlord of the Property and to expel or remove Tenant and any others who may be occupying or within the Property and to remove any and

all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) Landlord may by written notice declare Tenant's right to possession of the Property terminated without terminating this Lease. Upon such termination of Tenant's right to possession, Landlord will have all the rights to repossess the Property and remove Tenant and Tenant's property that are enumerated in paragraph 13.02 (a).

(c) Landlord may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term or Renewal Term, as applicable, for any sum that Landlord may deem reasonable, except as provided in (e) of this paragraph.

(d) Landlord may collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover, whether this Lease be terminated or not, from Tenant, damages provided for below consisting of items (i), and (ii), or, at Landlord's election in lieu of (ii), item (iii):

(i) actual attorney's fees and other expenses incurred by Landlord by reason of the breach or default by Tenant; and

(ii) an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by Landlord on reletting the Property, that shall be due and payable by Tenant to Landlord on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days Tenant must pay to Landlord the amount of deficiency then existing. Such net rent collected on reletting by Landlord will be computed by deducting from the gross rent collected all expenses incurred by Landlord in connection with the reletting of the Property, or any part thereof, including broker's commission and the cost of renovating or remodeling the Property or the buildings or improvements thereon, provided, however, Landlord must take diligent effort in reletting the Property to obtain a rental rate as close to or above that required of Tenant under this Lease or else Landlord will not have access to the remedy set out in this subparagraph 13.02(e)(ii); or

(iii) an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Property for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Property for the period for which such installment was payable will be discounted to the date of such breach at the rate of eight percent (8%) per year.

(f) Reentry or reletting of the Property, or any part thereof, will not be deemed a termination of this Lease, unless expressly declared to be so by Landlord.

(g) If this Lease is deemed terminated, Tenant's liabilities will survive and Tenant will be liable for damages as provided in this paragraph 13.02.

### **13.03. Assignment of Rents to Landlord**

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under the Lease, all rent from any subletting of all or a part of the Property as permitted by this Lease, and Landlord, as assignee and attorney-in-fact for Tenant or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligation under this Lease, except that, until the occurrence of an act of default by Tenant, Tenant will have the right to collect such rent.

### **14. RESERVED**

### **15. REMOVAL OF TRADE FIXTURES, EQUIPMENT, AND MACHINERY UPON EXPIRATION OR TERMINATION OF LEASE**

#### **15.01. Removal Upon Expiration**

Trade fixtures, machinery, equipment, and other items of personal property owned by Tenant will be considered Tenant's property at all times during this Lease and must be removed by Tenant at its own expense from the Property upon the expiration of the Term or Renewal Term of this Lease, unless Landlord gives written consent to allow such property to remain on the Property. If the removal of Tenant's trade fixtures, machinery, equipment and other items of personal property causes injury or damage to the Property, including buildings or improvements that will remain on the Property, Tenant must repair such injury or damage or pay Landlord the full amount to repair the same. In the event Tenant, without Landlord's written consent, fails to remove such property on or before the expiration of this Lease, the Landlord may, at its election, immediately (i) declare all or any part of the property abandoned, in which case title to such property will vest in Landlord, or (ii) to the extent Landlord does not elect to declare it abandoned and take title to such property, Landlord may, in any manner that it sees fit, remove, store, destroy, or otherwise dispose of the property at the Tenant's expense and without liability to Tenant for any loss, damage, value, or other compensation claimed by Tenant as a consequence.

#### **15.02. Removal After Early Termination**

In the event this Lease terminates for any reason before the scheduled expiration of the Term or Renewal Term, as applicable, Tenant must within one month after such early termination date remove Tenant's trade fixtures, machinery, equipment and other items of personal property, unless Landlord gives written consent to allow such personal property to remain on the Property. If the removal of Tenant's trade fixtures, machinery, equipment and other items of personal property causes injury or damage to the Property, including buildings or improvements that will remain on the Property, Tenant must repair such injury or damage or pay Landlord the full amount to repair the same. On or before the end of such one month period, Tenant may extend the time for removal of such personal property for an additional one month upon written notice to Landlord accompanied by payment of compensation for the entire two month period following the early termination date at a rate equal to 125% of the monthly rental rate in effect on the early termination date (i.e., monthly rental rate x 125% x 2 months). Acceptance of such compensation will not extend the term of the Lease nor create a month-to-month tenancy. In the event Tenant fails to remove such property within one month after the early termination of this Lease, or within two months if Tenant elects to extend by giving timely notice and paying compensation, the Landlord may, at its election, immediately (a) declare all or any part of the property abandoned, in which case title to such

property will vest in Landlord, or (b) to the extent Landlord does not elect to declare abandoned and take title to such property, Landlord may, in any manner that it sees fit, remove, store, destroy, or otherwise dispose of the property at the Tenant's expense and without liability to Tenant for any loss, damage, value, or other compensation claimed by Tenant as a consequence.

## **16. HAZARDOUS MATERIALS**

### **16.01. Use of Hazardous Materials on the Property**

(a) Tenant must not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Tenant or its authorized representatives, customers, invitees or sublessees, except for such Hazardous Material as is necessary or useful to Tenant's lawful use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, must be handled, used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material. Such Hazardous Material must be handled only by properly trained personnel.

(c) Tenant must not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by the Landlord, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (i) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the Property or any other real or personal property.

(d) If any discharge, leak, spill, emission, or pollution of any type occurs upon or from the Property during the Lease term or any holdover, Tenant will immediately notify Landlord and all appropriate federal, state, and local authorities, and will act immediately to contain the spill, repair any damage, absorb and clean up the spill area and restore the Property to comply with the applicable portions of any federal, state, or local law or regulation then in effect.

(e) Tenant hereby agrees that it will be fully liable for all costs and expenses related to the handling, use, storage, and disposal of Hazardous Material brought or kept on the Property by the Tenant, its authorized representatives, customers, invitees and sublessees, and the Tenant must give immediate notice to the Landlord of any violation or potential violation of the provisions of subparagraphs 16.01 (a), (b), (c) and (d).

### **16.02. Indemnification of Landlord**

Any other provisions of the Lease to the contrary notwithstanding, Tenant must defend, indemnify and hold harmless Landlord and its authorized representatives, from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind of nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the Property, soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any bodily injury (including wrongful death) or property damage (real or personal) arising out of

or related to such Hazardous Material; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material; and/or (d) any violation of any laws applicable thereto. However, this paragraph will apply only if the acts or omissions giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses: (i) occur in whole or in part during the Term of this Lease or during any time of Tenant's possession or occupancy of the Property prior to or after the term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors. The provisions of this paragraph will be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and will survive the termination of this Lease.

### **16.03. Hazardous Material Defined**

"Hazardous Material" is any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Alaska, or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" also includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

## **17. GENERAL PROVISIONS**

### **17.01. Estoppel Certificates**

Either party must at any time and from time to time upon not less than thirty (30) days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. The cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees, must be paid by the requesting party.

### **17.02. Conditions and Covenants**

All the provisions of this Lease will be deemed as running with the land, and will be construed to be "conditions" as well as "covenants," as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

### **17.03. No Waiver of Breach**

No failure by either Landlord or Tenant to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach will affect or alter this Lease, but

each and every term, covenant and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent breach.

#### **17.04. Attorney's Fees**

(a) If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant must pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party must reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

#### **17.05. Time of Essence**

Time is of the essence of the Lease and of each provision.

#### **17.06. Computation of Time**

The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

#### **17.07. Successors in Interest**

Each and all of the terms, covenants and conditions in this Lease will inure to the benefit of and will be binding upon the successors in interest of Landlord and Tenant.

#### **17.08. Entire Agreement**

This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement of promise made by any party that is not contained in the Lease will be binding or valid.

#### **17.09. Governing Law and Venue**

This Lease will be governed by, construed and enforced in accordance with the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, must be brought in the Third Judicial District of the State of Alaska.

#### **17.10. Partial Invalidity**

If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated, unless such provisions are

considered by Tenant to be integral to Tenant's use of the Property for the purposes stated herein in which case Tenant will have the authority to terminate this Lease upon thirty (30) days written notice to Landlord.

#### **17.11. Relationship of Parties**

Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

#### **17.12. Interpretation**

The language in all parts of this Lease must in all cases be simply construed according to its fair meaning and not for or against Landlord or Tenant as both Landlord and Tenant have had opportunity for the assistance of attorneys in drafting and reviewing this Lease.

#### **17.13. Number and Gender**

In this Lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.

#### **17.14. Mandatory and Permissive**

"Shall," "must," "will," and "agrees" are mandatory; "may" is permissive.

#### **17.15. Captions**

Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

#### **17.16. Amendment**

This Lease is not subject to amendment except in writing executed by all parties hereto.

#### **17.17. Delivery of Notices - Method and Time**

All notices, demands or requests from one party to another must be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, or (ii) facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission) to the addresses stated in paragraph 17.18 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.



**17.18. Notices**

All notices, demands and requests from Tenant to Landlord must be given to Landlord at the following address:

City Manager  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603  
Facsimile: (907) 235-3148

All notices, demands or requests from Landlord to Tenant must be given to Tenant at the following address:

Ronald Smith  
Peninsula Scrap and Salvage Co.  
44196 K-Beach Road  
Soldotna, AK 99669  
Facsimile: 907 262-7734

**17.19. Change of Address or Agent**

Each party may, from time to time, to designate a different address or different agent for service of process by notice given in conformity with paragraph 17.17.

**17.20. Multi-Party Tenant**

If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

**17.21 Access to Property**

Landlord will allow vehicle access across the western half of Lot 12, Homer Spit Subdivision No. 5 as long as there is no other lease in place.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates hereinbelow set forth.

**Landlord:**

**CITY OF HOMER**

Date: 7/7/11

Walt Wrede  
Walt Wrede, City Manager

**Tenant:**

**PENINSULA SCRAP & SALVAGE COMPANY**

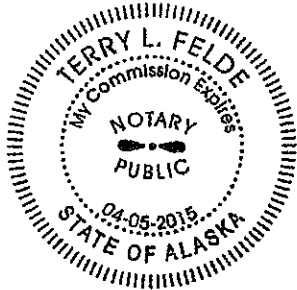
Date: 7/7/11

Ronald S. Smith  
Ronald S. Smith, Owner

**ACKNOWLEDGMENTS**

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

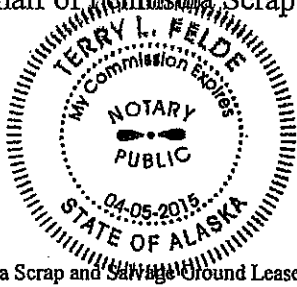
The foregoing instrument was acknowledged before me on July 7, 2011, by Walt Wrede, City Manager of the City of Homer, on behalf of the City of Homer.



Terry L. Felde  
Notary Public in and for Alaska  
My Commission Expires: 4-5-15

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

The foregoing instrument was acknowledged before me on July 7, 2011, by Ronald S. Smith, as owner of Peninsula Scrap and Salvage, Inc. a State of Alaska corporation on behalf of Peninsula Scrap and Salvage Company.



Terry L. Felde  
Notary Public in and for Alaska  
My Commission Expires: 4-5-15

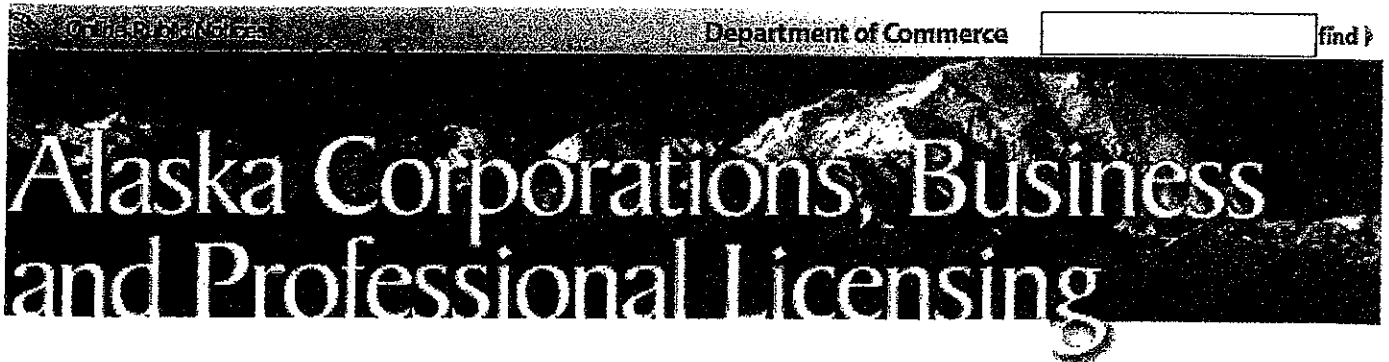
**EXHIBIT A**

**SCHEDULE OF ORGANIZATION, OWNERS,  
PERCENTAGE OF OWNERSHIP**

Tenant, Peninsula Scrap and Salvage Company, is a corporation organized under the laws of the state of Alaska. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached.

**EXHIBIT B**

**CONFORMED COPY OF RESOLUTION AUTHORIZING LEASE  
AND AUTHORIZING SIGNERS TO SIGN LEASE AGREEMENT ON  
BEHALF OF TENANT**



- Search
- By Entity Name
  - By AK Entity #
  - By Officer Name
  - By Registered Agent
  - Verify
  - Verify Certification
  - Biennial Report
  - File Online
  - Initial Biennial Report
  - LLC
  - File Online
  - Business Corporation
  - File Online
  - Online Orders
  - Register for Online
  - Orders
  - Order Good Standing
  - Name Registration
  - Register a Business
  - Name Online
  - Renew a Business Name

Date: 6/29/2011

**Filed Documents**

(Click above to view filed documents that are available.)

**Entity Name History**

Name	Name Type
Peninsula Scrap & Salvage Company	Legal

**Business Corporation Information**

<b>AK Entity #:</b>	111328
<b>Status:</b>	Active - Good Standing
<b>Entity Effective Date:</b>	09/28/2007
<b>Primary NAICS Code:</b>	423930: Recyclable Material Merchant Wholesalers
<b>Home State:</b>	AK
<b>Principal Office Address:</b>	44196 K-Beach Rd. Soldotna AK 99669
<b>Expiration Date:</b>	Perpetual
<b>Last Biennial Report Filed Date:</b>	4/21/2011
<b>Last Biennial Report Filed:</b>	2011

**Registered Agent**

<b>Agent Name:</b>	Smith, Ronald S
<b>Office Address:</b>	44196 Kalifonsky Beach Rd Soldotna AK 99669-8266
<b>Mailing Address:</b>	
<b>Principal Office Address:</b>	44196 K-Beach Rd. Soldotna AK 99669

Officers, Directors, 5% or more Shareholders, Members or Managers

**Name:** Ronald S Smith  
**Address:** 44196 Kalifornsky Beach Rd  
Soldotna AK 99669  
**Title:** President  
**Owner Pct:** 50

---

**Name:** Ronald S Smith  
**Address:** 44196 Kalifornsky Beach Rd  
Soldotna AK 99669  
**Title:** Director  
**Owner Pct:** 50

---

**Name:** Ronald S Smith  
**Address:** 44196 Kalifornsky Beach Rd  
Soldotna AK 99669  
**Title:** Secretary  
**Owner Pct:** 50

---

**Name:** Ronald S Smith  
**Address:** 44196 Kalifornsky Beach Rd  
Soldotna AK 99669  
**Title:** Treasurer  
**Owner Pct:** 50

---

**Name:** Ronald Smith  
**Address:** 44196 Kalifornsky Beach Rd  
Soldotna AK 99669-8266  
**Title:** Incorporator  
**Owner Pct:** 0

---

#### Officers & Directors

E-mail the Corporations Staff (907) 465-2550

## License Detail

**LicNum:** 746232  
**Business Name:** PENINSULA SCRAP & SALVAGE COMPANY  
**Address:** 44196 K-BEACH RD  
SOLDOTNA AK 99669  
**Status:** ACTIVE  
**Original Issue:** 09/27/2007  
**Current Issue:** 10/11/2010  
**Expiration:** 12/31/2012  
**Business Type:** CORPORATION  
**Tobacco Endorsements:** 0  
**Line Of Business:** Trade  
**Primary Activity:** 423930  
**Secondary Activity:**  
**Note:**  
**Owners:** PENINSULA SCRAP & SALVAGE COMPANY

Contact Phone: (907) 465-2550 Email Professional Licensing

**EXHIBIT C**  
**GENERAL LIABILITY INSURANCE ENDORSEMENT**



**EXHIBIT D**  
**WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT**



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DC

DATE (MM/DD/YYYY)

07/06/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

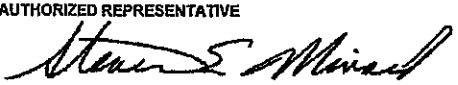
<b>PRODUCER</b> 602-273-1625 <b>Minard-Ames Ins Svcs/INSURICA</b> 4646 E. Van Buren St., #200 Phoenix, AZ 85008 Dixie Cude		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #: PENS01N</b>	
<b>INSURED</b> Peninsula Scrap & Salvage Co 44196 K-Beach Road Soldotna, AK 99669		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A: Evanston Insurance Company</b> <b>INSURER B: Illinois National Insurance Co</b> <b>INSURER C: Cornhusker Casualty Company</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	11PKG0248	05/05/11	05/05/12	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000	
						PRODUCTS - COMP/OP AGG \$ 1,000,000	
B	AUTOMOBILE LIABILITY	X	06-CA-019046194-0	05/05/11	05/05/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS					\$	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		11EFX00251	05/05/11	05/05/12	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000	
	DEDUCTIBLE					\$	
	RETENTION \$					\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	AKW001225	05/24/11	05/24/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pollution Liability			11PKG0248	05/05/11	05/05/12	Ea Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Scrap & Salvage Contract; Certificate Holder is Additional Insured on GL per attached #MEGL 1542 04/11 and is also Additional Insured on Auto and a Waiver of Subrogation is provided for same on the Work Comp per attached #WC 00 03 13 04/84 \*\*\*\*REVISED\*\*\*\*

<b>CERTIFICATE HOLDER</b>  CITH020  City of Homer 491 E Pioneer Avenue Homer, AK 99603		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	
--	--	--	--

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## Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (BLANKET)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name of Person or Organization:**

Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured(s) scheduled above.

B. With respect to coverage provided to these additional insureds by this endorsement, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

1. All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations, including materials, parts or equipment furnished in connection with such work, has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any and all party's requiring a Waiver of Subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 5/24/2011

Policy No.: AKW001225

Endorsement No.:

Insured: PENINSULA SCRAP & SALVAGE COMPANY

Premium \$INCLUDED

Insurance Company: CORNHUSKER CASUALTY COMPANY Countersigned by: \_\_\_\_\_

**EXHIBIT E**

**PERMISSION TO OBTAIN INSURANCE POLICIES**

The City of Homer is hereby granted permission to request and obtain copies of Peninsula Scrap & Salvage Company ("Tenant") insurance policies from Tenant's broker and/or insurers: Minard-Ames Ins Svcs/INSURICA; Evanston Insurance Company; Illinois National Insurance Company; Cornhusker Casualty Company;. Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant's insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant's broker and/or insurer; however, such revocation will constitute a default of Tenant's lease from the City of Homer.

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

7/7/11

**PENINSULA SCRAP & SALVAGE  
COMPANY**

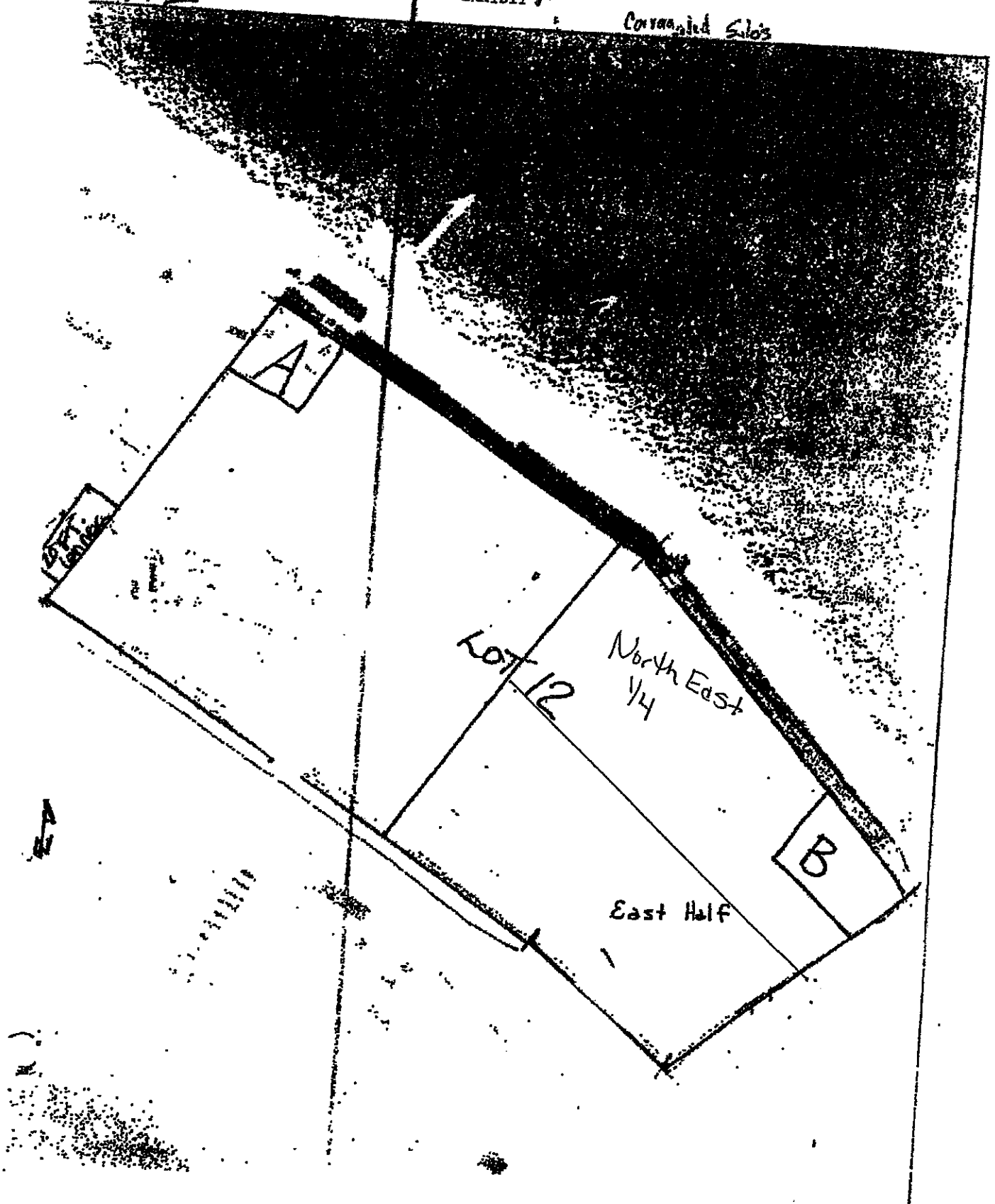
Ronald S. Smith  
Ronald S. Smith, Owner

**EXHIBIT F**  
**PROPERTY DRAWING**

A-1

EXHIBIT F

Conveyed Silos







CITY OF HOMER  
PROPERTY MANAGEMENT  
POLICY AND PROCEDURES

CHAPTER 11: LENGTH OF LEASES / OPTIONS

11.1 POLICY

It is the policy of the City of Homer that the duration of all leases including all options shall be consistent with the provisions of Chapter 18.08 of the Homer City Code and the provisions of these policies and procedures.

11.2 PROCEDURES

- A. The initial term of leases shall be related to a large degree upon the magnitude of the lessee's financial investment and the value and usefulness of improvements that lessee will make and leave on the property upon the termination of the lease. It shall also be related, to a lesser degree, upon lessee's financing and the reasonable amortization requirements of the lessee and financing agency. Generally speaking, the larger the investment, and the greater the value and usefulness of permanent improvements that will remain on the property after termination of the lease, the longer the lease period.
- B. Leases that extend beyond 30 years (including all options) will be treated as exceptional and shall be evaluated on a case by case basis.
- C. Leases shall contain no more than two options for renewal and each option shall be for no more than 25% of the length of the initial base term. The exercise of any option shall be dependent upon lessee not being in breach of any provisions of the lease at that time.
- D. If the lease or the lessee's approved development plan provides for utilization of the lot for several months a year and the lessee installs improvements or infrastructure, occupies the lot (by persons or things), or does anything else that precludes or devalues utilization of the lot for the remainder of the year by the City or another party, the lessee shall pay either a premium rent for the months the parcel is actually in use or fair market rental for the entire lease year.
- E. It is the policy of the City that equal opportunities should be provided to compete for leasing available public property. A lessee whose initial lease and all options have expired shall have no automatic right of further renewal or extension. In general, it is the policy of the City that the Lease Committee shall offer such properties to the public through the RFP/competitive bidding process described herein.
- F. Lease Renewals: The City Council, after reviewing a recommendation from the Lease Committee, may elect to not require a competitive bidding process for a property whose lease has expired (including all options) if it finds that it is in the best interest of the City to enter into a new lease agreement with the current lessee. If the current lessee is interested in entering into a new lease agreement, he/she must indicate so in writing to the City Manager at least 12 months prior to

the expiration of the lease and submit a formal lease application/proposal for evaluation by the Lease Committee. The City will review the application but is under no obligation to enter into a new lease. If the Council chooses to approve such a new lease without a competitive process, it must approve such new lease by resolution within six months that includes a finding that it is in the public interest to do so, after consideration of relevant facts including, but not limited to, the following:

1. The lessee's past capital investment and binding commitment to future capital investment
2. The lessee's financial condition and prior lease history
3. The number of persons employed and the prospects for future employment
4. Tax revenues and other financial benefits to the City of Homer anticipated in the future if the lease is renewed.
5. Consistency of the past use and intended future use with all applicable land use codes and regulations, the Comprehensive Plan, and Overall Economic Development Plan
6. Other opportunities for use of the property that may provide greater benefits to the City of Homer.
7. Other social, policy, and economic considerations as determined by the Council

G. Short Term Leases

1. A short term lease of 6 months or less may be approved by the City Manager after review and recommendations by the Lease Committee.
2. Short term leases are not required to go through the competitive bidding/PFP process described herein
3. Short term leases shall not include renewable options and no consecutive short term leases for the same property to the same lessee may be issued without the approval of the City Council.
4. Applicants for short term leases must go through the formal application process described herein.
5. The City Manager will advise the Council through memorandum or the Manager's report of all short term leases.

H. At the expiration or termination of a lease the City may negotiate to reimburse the lessee for improvements at fair market value, and then issue a request for proposals offering the lot and improvements as a package.

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





