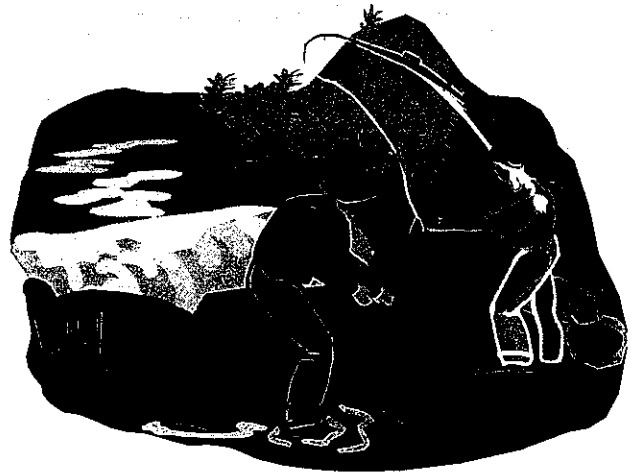
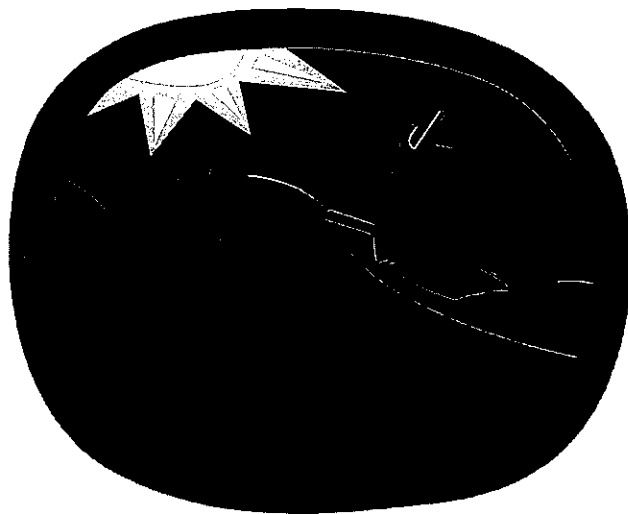


City Council
June 25, 2012
Monday



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



Produced and
Distributed by the City Clerk's Office -6/20/2012-rk

June/July 2012

| | |
|----------------------------------|--|
| Monday 25th | CITY COUNCIL Special Meeting 4:00 p.m., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m. |
| Tuesday 26th | KACHEMAK DRIVE PATH COMMITTEE Meeting 5:30 p.m. |
| Wednesday 27th | PORT AND HARBOR ADVISORY COMMISSION Regular Meeting 6:00 p.m. |
| Thursday 28th | LIBRARY LANDSCAPE COMMITTEE Noon – 1:00 p.m. at Library. |
| | PUBLIC ARTS COMMITTEE Special Meeting 5:00 p.m. |
| Tuesday 3rd | LIBRARY ADVISORY BOARD Regular Meeting 5:00 p.m. |
| Wednesday 4th | CITY OFFICES CLOSED IN OBSERVANCE OF INDEPENDENCE DAY. |
| Thursday 5th | KAREN HORNADAY PARK COMMITTEE Meeting 5:30 p.m. |
| Tuesday 10th | ECONOMIC DEVELOPMENT ADVISORY COMMISSION Worksession 5:00 p.m. and Regular Meeting 6:00 p.m. |
| | WATER AND SEWER RATE TASK FORCE Worksession 5:15 p.m. |
| Wednesday 11th | KACHEMAK DRIVE PATH COMMITTEE Meeting 5:30 p.m. |
| Thursday 12th | LEASE COMMITTEE Regular Meeting 3:00 p.m. |
| Tuesday 17th | WATER AND SEWER RATE TASK FORCE Meeting 5:15 p.m. |
| Wednesday 18th | PLANNING COMMISSION Worksession 5:30 p.m. and Regular Meeting 6:30 p.m. |
| Thursday 19th | PARKS AND RECREATION ADVISORY COMMISSION Regular Meeting 5:30 p.m. |
| Monday 23rd | CITY COUNCIL Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m. |

Regular Meeting Schedule

City Council 2nd and 4th Mondays 6:00 p.m.

Library Advisory Board 1st Tuesday 5:00 p.m.

Economic Development Advisory Commission 2nd Tuesday 6:00 p.m.

Parks and Recreation Advisory Commission 3rd Thursday of the month with exception of December 5:30 p.m.

Planning Commission 1st and 3rd Wednesday 6:30 p.m.

Port and Harbor Advisory Commission 4th Wednesday 5:00 p.m.

Transportation Advisory Committee Quarterly 3rd Tuesday 5:30 p.m.

Public Arts Committee Quarterly 3rd Thursday 5:00 p.m.

Lease Committee Quarterly 2nd Thursday 3:00 p.m.

Permanent Fund Committee Quarterly 2nd 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 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



SPECIAL MEETING
4:00 P.M. MONDAY
JUNE 25, 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.**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)
3. **PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**
4. **NEW BUSINESS**
 - A. **Memorandum 12-099**, From City Clerk, Re: Request for Executive Session Pursuant to AS §44.62.310(C)(1 & 2), Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Government Unit and Subjects that Tend to Prejudice the Reputation and Character of Any Person, Provided the Person May Request a Public Discussion. (City Attorney Contract/Update on Tony Neal vs. City of Homer re: Deed Restriction Ben Walters Park - Beluga Lake Ice Skating) Page 7
5. **PENDING BUSINESS**
 - A. **Resolution 12-053**, A Resolution of the City Council of Homer, Alaska, Extending the Contract for General Counsel Legal Services with the Firm of Birch, Horton, Bittner, Inc. for the Period of August 1, 2012 through July 31, 2013 in the Amount of \$11,000.00 per Month and Authorizing the Mayor to Execute the Contract. City Clerk. Page 9

Resolution 12-053(S), A Resolution of the City Council of Homer, Alaska, Extending the City Attorney Contract with Birch, Horton, Bittner, Inc. for the Period of August 1, 2012 through July 31, 2016 in the Amount of \$11,000.00 per Month through July 31, 2014 and \$11,550.00 per Month Thereafter, and Authorizing the Mayor to Execute the Contract. City Clerk. Page 11
5. **COMMENTS OF THE AUDIENCE**

6. ADJOURNMENT

Next Regular Meeting is Monday, July 23, 2012 at 6:00 p.m. and Committee of the Whole 5:00 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 12-099

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: JO JOHNSON, CMC, CITY CLERK

A handwritten signature in black ink, appearing to read "Jo Johnson", is written over the "FROM:" line.

DATE: JUNE 18, 2012

SUBJECT: REQUEST FOR EXECUTIVE SESSION PURSUANT TO AS §44.62.310(C)(1 & 2), MATTERS, THE IMMEDIATE KNOWLEDGE OF WHICH WOULD CLEARLY HAVE AN ADVERSE EFFECT UPON THE FINANCES OF THE GOVERNMENT UNIT AND SUBJECTS THAT TEND TO PREJUDICE THE REPUTATION AND CHARACTER OF ANY PERSON, PROVIDED THE PERSON MAY REQUEST A PUBLIC DISCUSSION. (CITY ATTORNEY CONTRACT/ UPDATE ON TONY NEAL VS. CITY OF HOMER RE: DEED RESTRICTION BEN WALTERS PARK - BELUGA LAKE ICE SKATING)

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 "City Attorney Contract/ Update on Tony Neal vs. City of Homer re: Deed Restriction Ben Walters Park - Beluga Lake Ice Skating" for the Special Meeting of June 25, 2012. This has been publicly and internally noticed since that time.

Attorney Klinkner will be present by phone.

RECOMMENDATION:

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

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3 **CITY OF HOMER**
4 **HOMER, ALASKA**

City Clerk

5
6 **RESOLUTION 12-053**
7

8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT
10 WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD
11 OF AUGUST 1, 2012 THROUGH JULY 31, 2013 IN THE
12 AMOUNT OF \$11,000.00 PER MONTH AND AUTHORIZING
13 THE MAYOR TO EXECUTE THE CONTRACT.
14

15 WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1,
16 2008, selected and hired by the City Council; and
17

18 WHEREAS, It is the recommendation of administration that the contract be extended
19 from August 1, 2012 to July 31, 2013; and
20

21 WHEREAS, The City Attorney requested no changes for the 2012 contract.
22

23 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
24 extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period of August 1,
25 2012 through July 31, 2013 in the amount of \$11,000.00 per month for 50 hours and hourly rates
26 for work above and beyond fifty hours per month for specialized services at the rate of \$205.00
27 for shareholders and members; \$180.00 for associates; and \$100.00 for paralegals and authorizes
28 the Mayor to execute the contract as follows:
29

30 1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without
31 limitation the following:

- 32 • Serve as the legal advisor of and be responsible to the Council; advise the Manager and
33 City Clerk concerning matters affecting the City Administration and perform other duties
34 prescribed by the Council.
- 35 • Prepare legal documents, including but not limited to ordinances, resolutions, contracts,
36 conveyances, leases, easements and legal opinions as needed.
- 37 • Be readily available for consultation by the Council, Manager and City Clerk.
- 38 • Provide limited representation in court and manage the activities of other attorneys who
39 may represent the City in court.
- 40 • Assist the Manager in negotiations on the City's behalf and handle other legal matters
41 that may arise.
- 42 • Draft opinion letters regarding, among other things, the interpretation of the City Code,
43 state and federal laws, and policies.
- 44 • Perform other such duties as may be prescribed for the City Attorney by ordinance or by
45 direction of the Council and/or Manager.
- 46 • Work effectively with the Council, Manager, City Clerk and with all other public
47 agencies and other entities with which the City has a legal relationship.
- 48 • Attend at least one Council meeting per month and others telephonically as requested.

49 B. All representation of the City shall continue until the matters or cases assigned are
50 either closed out by mutual consent or are recalled by the Council.

51 C. The Firm shall not engage any consultant, expert, or other third-party service
52 without the prior approval of the Manager or Council.

53 D. Provide toll-free telephone access to the City.
54

55 2. Compensation. For the services described in paragraph A of this Agreement and based on a
56 budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly
57 fixed fee of \$11,000.00. For work above and beyond 50 hours per month or for specialized
58 services (i.e., litigation): Shareholders and members: \$205.00; associates: \$180.00; paralegals:
59 \$100.00. The Law Firm will submit itemized monthly statements to the City for all fees and costs
60 incurred during the preceding calendar month. Payment of monthly statements will be remitted
61 to the Firm within 30 days. A late charge on amounts past due for 30 days or more will be
62 assessed at the rate of .88% per month.
63

64 Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house
65 expenses and third-party expenses incurred on the City's behalf. Such expenses may include
66 applicable filing fees, recording fees, facsimile services, courier services, photocopying at \$0.20
67 per page, long distance telephone charges, postage, expedited mail or delivery services, travel
68 expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted
69 legal research fees, title insurance premiums, and other similar charges.
70

71 6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally
72 responsible for performing or supervising the work to be done by the Firm on the City's behalf
73 and who will be the City's principal contact with respect to contract administration and billing.
74 The responsible attorney will not be changed without the consent of the City. The responsible
75 attorney may, in his discretion, assign additional Firm attorneys, paralegals, and law clerks to
76 perform legal services under his supervision
77

78 7. Term of Agreement. The Term of this Agreement shall be one year commencing August 1,
79 2012 through July 31, 2013. This agreement may be terminated earlier for convenience by the
80 City, by mutual consent of the parties, or for cause.
81

82 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
83

84 CITY OF HOMER
85

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87
88 _____
89 JAMES C. HORNADAY, MAYOR

89 ATTEST:
90

91
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93 _____
94 JO JOHNSON, CMC, CITY CLERK

95 Fiscal information: Budgeted, Mayor and Council, Professional Services, 100.100.5210.
96

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3 **CITY OF HOMER**
4 **HOMER, ALASKA**

City Clerk

5
6 **RESOLUTION 12-053(S)**
7

8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT
10 WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD
11 OF AUGUST 1, 2012 THROUGH JULY 31, 2016 IN THE
12 AMOUNT OF \$11,000.00 PER MONTH THROUGH JULY 31,
13 2014 AND \$11,550.00 PER MONTH THEREAFTER, AND
14 AUTHORIZING THE MAYOR TO EXECUTE THE
15 CONTRACT.
16

17 WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1,
18 2008, selected and hired by the City Council; and
19

20 WHEREAS, It is the recommendation of administration that the contract be extended
21 from August 1, 2012 to July 31, 2016 at the same rates until July 31, 2014, and with all rates
22 increased by 5% thereafter; and
23

24 WHEREAS, The City Attorney has agreed to extend the contract on the terms stated
25 above, and with no other changes to the contract.
26

27 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
28 extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period from August
29 1, 2012 through July 31, 2016 in the amount of \$11,000.00 per month for 50 hours and hourly
30 rates for work above and beyond fifty hours per month for specialized services at the rate of
31 \$205.00 for shareholders and members; \$180.00 for associates; and \$100.00 for paralegals
32 through July 21, 2014, and with all rates increased by 5% thereafter; and authorizes the Mayor to
33 execute the contract as follows:
34

35 1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without
36 limitation the following:

- 37 • Serve as the legal advisor of and be responsible to the Council; advise the Manager and
38 City Clerk concerning matters affecting the City Administration and perform other duties
39 prescribed by the Council.
- 40 • Prepare legal documents, including but not limited to ordinances, resolutions, contracts,
41 conveyances, leases, easements and legal opinions as needed.
- 42 • Be readily available for consultation by the Council, Manager and City Clerk.
- 43 • Provide limited representation in court and manage the activities of other attorneys who
44 may represent the City in court.
- 45 • Assist the Manager in negotiations on the City's behalf and handle other legal matters
46 that may arise.
- 47 • Draft opinion letters regarding, among other things, the interpretation of the City Code,
48 state and federal laws, and policies.
- 49 • Perform other such duties as may be prescribed for the City Attorney by ordinance or by
50 direction of the Council and/or Manager.

- 51 • Work effectively with the Council, Manager, City Clerk and with all other public
- 52 agencies and other entities with which the City has a legal relationship.
- 53 • Attend at least one Council meeting per month and others telephonically as requested.
- 54 B. All representation of the City shall continue until the matters or cases assigned are
- 55 either closed out by mutual consent or are recalled by the Council.
- 56 C. The Firm shall not engage any consultant, expert, or other third-party service
- 57 without the prior approval of the Manager or Council.
- 58 D. Provide toll-free telephone access to the City.
- 59

60 2. Compensation. For the services described in paragraph A of this Agreement and based on a
61 budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly
62 fixed fee of \$11,000.00 through July 31, 2014, and a monthly fixed fee of \$11,550.00 thereafter.
63 For work above and beyond 50 hours per month or for specialized services (i.e., litigation):
64 Shareholders and members: \$205.00; associates: \$180.00; paralegals: \$100.00 through July 31,
65 2014, and with each hourly rate increased by 5% thereafter. The Law Firm will submit itemized
66 monthly statements to the City for all fees and costs incurred during the preceding calendar
67 month. Payment of monthly statements will be remitted to the Firm within 30 days. A late charge
68 on amounts past due for 30 days or more will be assessed at the rate of .88% per month.

69
70 Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house
71 expenses and third-party expenses incurred on the City's behalf. Such expenses may include
72 applicable filing fees, recording fees, facsimile services, courier services, photocopying at \$0.20
73 per page, long distance telephone charges, postage, expedited mail or delivery services, travel
74 expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted
75 legal research fees, title insurance premiums, and other similar charges.

76
77 6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally
78 responsible for performing or supervising the work to be done by the Firm on the City's behalf
79 and who will be the City's principal contact with respect to contract administration and billing.
80 The responsible attorney will not be changed without the consent of the City. The responsible
81 attorney may, in his discretion, assign additional Firm attorneys, paralegals, and law clerks to
82 perform legal services under his supervision

83
84 7. Term of Agreement. The Term of this Agreement shall be four years commencing August 1,
85 2012 through July 31, 2016. This agreement may be terminated earlier for convenience by the
86 City, by mutual consent of the parties, or for cause.

87
88 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.

89
90 CITY OF HOMER

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93
94 JAMES C. HORNADAY, MAYOR

95 ATTEST:

96
97
98
99 JO JOHNSON, CMC, CITY CLERK

100 Fiscal information: Budgeted, Mayor and Council, Professional Services, 100.100.5210.
101

COWLES COUNCIL CHAMBERS
491 E. PIONEER AVENUE
HOMER, ALASKA
www.cityofhomer-ak.gov



COMMITTEE OF THE WHOLE
5:00 P.M. MONDAY
JUNE 25, 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.**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)
3. **REGULAR MEETING AGENDA**
4. **COMMENTS OF THE AUDIENCE**
5. **ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, July 23, 2012 at 6:00 p.m. and Committee of the Whole 5:00 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



REGULAR MEETING
6:00 P.M. MONDAY
JUNE 25, 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

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

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

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 Regular Meeting minutes of June 11, 2012. City Clerk.
Recommend adoption. Page 23
- B. **Memorandum 12-100**, from Deputy City Clerk, Re: New Liquor License for Pho &
Thai Restaurant. Page 45

C. **Memorandum 12-101**, from Mayor, Re: Appointment of Donald Stead and Reappointment of Roberta Highland to the Planning Commission. Page 55

6. **VISITORS**

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

A. **Mayor's Recognition** – City Manager Walt Wrede Page 61

B. **Mayor's Proclamation** – July as Parks and Recreation Month Page 63

C. Letter from City Clerk: Re: Nicholas Schmitt as EDC representative on the Lease Committee. Page 65

D. Borough Report

E. 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)**

A. **Ordinance 12-21**, An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service. City Manager/Public Works Director. Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012. Page 69

Memorandum 12-089 from Public Works Inspector as backup. Page 73

- B. **Ordinance 12-22**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission. City Clerk. Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Page 85

- C. **Ordinance 12-23**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief. Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Page 93

Memorandum 12-092 from Police Chief as backup.

Page 97

- D. **Ordinance 12-24(A)**, An Ordinance of the City Council of Homer, Alaska, Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation. City Manager. Introduction June 11, 2012, Referred to Parks and Recreation Advisory Commission, Public Hearing and Second Reading June 25, 2012.

Page 107

- E. **Ordinance 12-25**, An Ordinance of the Homer City Council Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road. City Manager/Public Works Director. Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Page 113

9. **ORDINANCE(S)**

- A. **Ordinance 12-26**, An Ordinance of the City Council of Homer, Alaska, Amending Table 3 Permitted Sign Characteristics by Zoning District, Following Homer City Code 21.60.060, Signs on Private Property, to Permit Changeable Copy Signs for Institutional Uses Permitted in the RR, UR And RO Zoning Districts. Planning. Recommended dates: Introduction June 25, 2012, Public Hearing and Second Reading July 23, 2012.

Page 149

Memorandum 12-102 from City Planner as backup.

Page 153

B. **Ordinance 12-27**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Community Coastal Impact Assistance Program (CIAP) Grant from the State of Alaska in the Amount of \$448,116 for the Beluga Slough Trail Reconstruction Project, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommended dates: Introduction June 25, 2012, Public Hearing and Second Reading July 23, 2012. Page 171

Memorandum 12-104 from Public Works Director as backup. Page 175

C. **Ordinance 12-28**, An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$30,000 from the Parks and Recreation Depreciation Reserve Fund for the Relocation of the Mariner Park Driveway Access. Recommended dates: Introduction June 25, 2012, Public Hearing and Second Reading July 23, 2012. Page 203

Memorandum 12-105 from Public Works Director as backup. Page 207

D. **Ordinance 12-29**, An Ordinance of the Homer City Council Amending Homer City Code Chapter 15.10.010 to Exclude Oscar Munson Subdivision Lot 34 from the Ocean Drive Loop Special Service District. Lewis/Wythe. Recommended dates: Introduction June 25, 2012, Public Hearing and Second Reading July 23, 2012. Page 213

E. **Ordinance 12-30**, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating a Legislative Grant in the Amount of \$8,150,000 for Construction of the Natural Gas Pipeline from Anchor Point to Homer and Kachemak City. City Manager. Recommended dates: Introduction June 25, 2012, Public Hearing and Second Reading July 23, 2012. Page 225

10. CITY MANAGER'S REPORT

A. City Manager's Report Page 229

B. Bid Report

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
- G. Water and Sewer Rate Task Force

13. PENDING BUSINESS

- A. **Resolution 12-050**, A Resolution of the City of Homer Authorizing the Initiation of a Special Service District in the Lillian Walli Estate Subdivision Identified as HM 0880017 T06S R14W S24 Lillian Walli Estate Subdivision Lots 39 - 42, and 51 -77, for the Purposes of Preparing the Lots Owned by the City of Homer for Sale and Further Residential Development. Wythe. (Postponed from May 29, 2012.) Page 233

Memorandum 12-106 from City Manager as backup. Page 235

If not completed at Special Meeting:

- B. **Resolution 12-053**, A Resolution of the City Council of Homer, Alaska, Extending the Contract for General Counsel Legal Services with the Firm of Birch, Horton, Bittner, Inc. for the Period of August 1, 2012 through July 31, 2013 in the Amount of \$11,000.00 per Month and Authorizing the Mayor to Execute the Contract. City Clerk. Page 259

Resolution 12-053(S), A Resolution of the City Council of Homer, Alaska, Extending the City Attorney Contract with Birch, Horton, Bittner, Inc. for the Period of August 1, 2012 through July 31, 2016 in the Amount of \$11,000.00 per Month through July 31, 2014 and \$11,550.00 per Month Thereafter, and Authorizing the Mayor to Execute the Contract. City Clerk. Page 261

14. NEW BUSINESS

15. RESOLUTIONS

- A. **Resolution 12-057**, A Resolution of the City Council of Homer, Alaska, Expressing Support for the Creation and Establishment of the Kachemak Bay Water Trail, a 125 Mile Water Trail that Inspires Exploration, Understanding and Stewardship of the Natural Treasure that is Kachemak Bay. Lewis/Parks and Recreation Advisory Commission. Page 265

- B. **Resolution 12-058**, A Resolution of the City Council of Homer, Alaska, Approving and Accepting the Renewal of the Special Services Contract for FY 2013 with the Alaska Department of Public Safety in the Amount of \$36,000.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief.

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Memorandum 12-103 from Police Chief as backup.

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- C. **Resolution 12-059**, A Resolution of the City Council of Homer, Alaska, Awarding a Contract to _____, of _____, _____, in the Amount of \$ _____ for the Deep Water Dock Fender Replacement Project and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director.

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- D. **Resolution 12-,060** A Resolution of the City Council of Homer, Alaska, Awarding a Contract to _____, of _____, _____, in the Amount of \$ _____ for the Beluga Slough Trail Reconstruction Project and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director.

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- E. **Resolution 12-061**, A Resolution of the City Council of Homer, Alaska, Approving the Kenai Peninsula Borough School District Agreement for Joint Use of Equipment and Facilities for the Period July 1, 2012 through June 30, 2014, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

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- F. **Resolution 12-062**, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Apply for and Accept Special Act Appropriations Project (SAAP) Funds in the Form of a Grant (45% Matching Requirement) in the Amount of \$485,000 for the Purpose of Completing Water Distribution/Storage Improvement Projects. City Manager/Public Works Director.

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Memorandum 12-107 from Public Works Director as backup.

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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, July 23, 2012 at 6:00 p.m. and Committee of the Whole 5:00 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

CONSENT AGENDA

Session 12-16 a Regular Meeting of the Homer City Council was called to order on June 11, 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, LEWIS, ROBERTS,
WYTHE, ZAK

ABSENT: HOWARD (excused)

STAFF: CITY MANAGER WREDE
CITY CLERK JOHNSON
CITY ATTORNEY KLINKNER
COMMUNITY & ECONOMIC DEVELOPMENT
COORDINATOR KOESTER
FINANCE DIRECTOR MAURAS
LIBRARY DIRECTOR DIXON
POLICE CHIEF ROBL
PORT AND HARBOR DIRECTOR HAWKINS
PUBLIC WORKS DIRECTOR MEYER

Councilmember Howard has requested excusal.

Mayor Hornaday ruled Councilmember Howard as an excused absence. There was no objection from the Council.

Council met for a Worksession from 4:04 p.m. to 4:57 p.m. to discuss Natural Gas Line Distribution System Financing. From 5:01 p.m. to 5:49 p.m. Council met as a Committee of the Whole to discuss Regular Meeting agenda items.

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 agenda was approved by consensus of the Council.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Kevin Walker, Homer resident, supports the concept of the water trail, as does the Yacht Club. A system of trails and facilities on shore will make sailing and boating better.

Kris Holdried, city resident, supports the water trail. There are possibilities for marketing, making boating more safe, and building recreation beyond what Homer offers. It will give folks a chance to enjoy Kachemak Bay and spend their money.

Donna Rae Faulkner, city resident, opposes being in the Ocean Drive Loop special service district and asked Council to remove them from the roll or abolish the district. Grounds for removal are cited in her letter. She is asking for a good faith transfer and to be left alone.

Don McNamara, city resident, told Council they were given a price of \$450 per lineal ft. to build the Seawall, quoted \$630 when done, and paid \$518. The material, Superlock, had a 50 yr. warranty. Maintenance was not talked about; homeowners knew they were responsible 100%. They paid \$140 per lineal foot for the wall. The City was supposed to stay above the 19.5 ft. tide line and moved the wall below. They bought 2,000 feet and got 1,733 ft. of seawall. An estimate from Carey Meyer is around \$20,000 per year for maintenance on the wall. Three-fourths of the steel plates are missing at \$500 apiece. They have maintained their lot.

Paul Hueper, city resident, opposes Resolution 12-051 as it will put them at the highest mill rate within the state. The City mismanaged the project. He will pay five times as much as his neighbor for maintenance of the Seawall even though everyone paid the same for the wall. It is pure socialism. The City now wants to attach a mill rate of 10 at the same time asking the Corps of Engineers to drop the permit altogether. The City does not have easements to maintain the wall, never has had them. The City dropped insurance last year.

RECONSIDERATION

- A. **Reconsideration issued by Councilmember Howard - Resolution 12-037, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.**

Mayor Hornaday called for a motion to reconsider Resolution 12-037.

WYTHE/ROBERTS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

See Resolutions.

- B. **Reconsideration issued by Councilmember Howard - Resolution 12-038, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of Repaying a Revenue Bond and**

Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.

Mayor Hornaday called for a motion to reconsider Resolution 12-038.

WYTHE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

See Resolutions.

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 May 29, 2012. City Clerk. Recommend adoption.

Mayor Hornaday called for a motion for the approval of the recommendations of the consent agenda as read.

WYTHE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

- A. **Dave Brann**, Kachemak Bay Water Trails Association, proposed Water Trail, 10 minutes.

Memorandum 12-091 from Parks and Recreation Advisory Commission as backup.

Dave Brann, Co-Chair of the Kachemak Bay Water Trail Steering Committee, thought the resolution for the water trail was before Council for approval. He is here to support it. The Kachemak Bay Water Trail is envisioned as an adventure at the end of the road for visitors and residents. It is an economic driver, point of pride, and will create recreational experiences. The

trail is 125 miles of scenic boating from the Homer Spit to Seldovia. One could do a loop or a combination of transport on the trail. A logo has been developed and the committee has applied for and received a \$25,000 grant for a website to serve as a model for water trails around the country. Vision and goals include promoting safety on the water and stewardship dedicated to low impact on flora and frond in the bay (leave no trace). The water trail will be an economic development possibility. He is not asking the City to maintain the trail, but may ask for designation of a trailhead point. He would like to see the City utilize a how can we help you achieve your goal attitude.

There are six potential types of users: paddle boarders, kayakers, skiffs, rowboats, canoes, and yachts. There are five months to use the bay, which could for the six types of users amount to 4,500 user days. If each user group could generate \$100 per day it would amount to \$450,000 in revenues. He encouraged Council to support the concept.

Aqua Kids TV will be here filming in August in Homer and around the bay. It will be an economic stimulus to the community.

Councilmember Zak suggested a water trail from Anchor Point to Homer.

Councilmember Lewis will sponsor the resolution that will come before Council on June 25.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORTS

REPORT/COMMISSION

Mayor Hornaday gave a shout out to the Lady Mariners softball team for placing second in State.

- A. **Mayor's Recognition** - Community Recreation Kayaking Instructor Tom Pogson, National Water Safety Congress Award of Merit & Community Recreation Program Instructor.

Mayor Hornaday read the recognition and presented it to Tom Pogson.

Mayor Hornaday gave a shout out to Fire Chief Painter for inventing the Kids Don't Float program.

- B. **Mayor's Recognition** – Homer Playground Project, Deb Cox and Miranda Weiss & Community Volunteers.

Mayor Hornaday read the recognition and presented it to Deb Cox and Miranda Weiss.

- C. **Borough Report**

Kenai Peninsula Borough Assemblyman Bill Smith reported the Assembly appropriated \$73M for the FY 12 budget; \$43M for the school district. There was \$8M+ for solid waste. The South Peninsula Hospital has come to an agreement with RBM Evolution for a 20-year lease agreement for the \$4.7M radiation/oncology facility they are building. The Legislature contributed \$2M to

the project that is to be completed next April. People needing radiation will not have to travel to Anchorage. Assemblyman Smith complimented Tom Pogson for a well deserved recognition.

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

PUBLIC HEARING(S)

ORDINANCE(S)

- A. **Ordinance 12-21**, An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service. City Manager/Public Works Director. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Memorandum 12-089 from Public Works Inspector as backup.

Councilmember Burgess declared a potential conflict of interest due to extensive financial dealings with Bald Mountain.

Mayor Hornaday ruled Councilmember Burgess as excused and there was no objection from the Council. Councilmember Burgess excused himself from discussion.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-21 for introduction and first reading by reading of title only.

LEWIS/WYTHE - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Burgess returned to the bench.

- B. **Ordinance 12-22**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission. City Clerk. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-22 for introduction and first reading by reading of title only.

WYTHE/ROBERTS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Ordinance 12-23**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Memorandum 12-092 from Police Chief as backup.

Councilmember Burgess declared a potential conflict of interest as he is a commercial vehicle operator and there are not too many of them.

Mayor Hornaday ruled Councilmember Burgess as excused.

City Attorney Klinkner advised that Council is accepting a grant to finance a vehicle inspection program. If the program applies to the public at large it does not implicate the ethics code. Unless the number of commercial vehicle operators is extremely limited, the general public exception would apply.

Police Chief Robl commented there are hundreds of commercial vehicle operators.

Mayor Hornaday withdrew his ruling to exclude Councilmember Burgess from discussion.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-23 for introduction and first reading by reading of title only.

LEWIS/WYTHE - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

D. **Ordinance 12-24**, An Ordinance of the City Council of Homer, Alaska, Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation. City Manager. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-24 for introduction and first reading by reading of title only.

WYTHE/LEWIS - SO MOVED.

WYTHE/BURGESS - MOVED TO REFER TO PARKS AND RECREATION FOR INPUT.

WYTHE/BURGESS – MOVED TO WITHDRAW THE MOTION.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/ROBERTS – MOVED TO AMEND LINE F TO READ: THE POSSESSION OF ALCOHOLIC BEVERAGES WITHIN THE PARK SHALL BE KEPT TO QUANTITIES REASONABLE FOR PERSONAL USE, AND CONSUMPTION SHALL BE KEPT WITHIN THE ILLEGAL ESTABLISHED LIMITS FOR DETERMINING INTOXICATION FOR DRIVING.

Mayor Hornaday commented he would veto the motion if passed.

Councilmember Wythe explained there is a mechanism in place to test the legal limits for intoxication for drivers. That is why the terminology was used.

Councilmember Burgess suggested there are already laws that prohibit disorderly conduct and inappropriate public behavior if someone was acting inappropriately in a park.

Police Chief Robl advised we have laws to govern disorderly conduct. There is no law to govern public intoxication that applies to the park.

Councilmember Lewis asked if it was possible to ban alcohol from certain areas of the park, such as the playgrounds.

Police Chief Robl answered it would make enforcement more difficult. In Wisconsin there are some parks that are connected to campgrounds and alcohol use is legal in the campground but not in the park.

Councilmember Lewis suggested alcohol could be banned when youth activities were happening, but allowed during adult activities.

Mayor Hornaday commented there are already drunks and druggies at the park. If you make alcohol legal up there it will make the situation worse.

VOTE: (amendment) YES. ROBERTS, WYTHER, LEWIS

VOTE: NO. ZAK, BURGESS

Motion failed.

WYTHER/ROBERTS - MOVED TO AMEND TO ADD ITEM L: DUMPSTERS PROVIDED AT PARK FACILITIES ARE INTENDED FOR PARK USE ONLY.

There was no discussion.

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

Motion carried.

BURGESS/ZAK - MOVED TO AMEND TO STRIKE ITEM F COMPLETELY.

There was no discussion.

VOTE: (amendment) YES. LEWIS, WYTHER, ZAK, BURGESS

VOTE: NO. ROBERTS

Motion carried.

Police Chief Robl confirmed there are no open container laws, except for within a vehicle. Disorderly conduct is a state statute and will always apply.

WYTHER/ZAK – MOVED TO SEND TO THE PARKS AND RECREATION FOR THEIR REVIEW AND INPUT WITH THE HOPE THAT IT WILL BE BACK TO US PRIOR TO THE JUNE 25 MEETING.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- E. **Ordinance 12-25**, An Ordinance of the Homer City Council Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road. City Manager/Public Works Director. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-25 for introduction and first reading by reading of title only.

WYTHE/LEWIS – SO MOVED.

City Manager Wrede told Council this is the first step in receiving the rest of the money for the Spit trail. We now have \$2.5M for the project. A fiscal note for \$13,215 is for annual maintenance.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

CITY MANAGER'S REPORT

A. City Manager's Report

1. Load and Launch Ramp: You will recall that ADF&G has access to funding to completely rebuild and refurbish the Load and Launch Ramp at the harbor. The City will apply for funding through the Municipal Harbor Matching Grant Program to cover the 25% match required for construction. ADF&G has secured the funds to do engineering and design and the Council recently approved an MOU with authorizing the agency to take the lead on that work. This week I received a call from ADF&G informing me that they will wait until this fall to issue an RFP for engineering and design services. They cited two reasons for doing that. First, it is summer and most contractors are busy and do not have time to respond to RFP's. Second, all of the construction funding is not yet secured. So, a slight delay is not a problem. Construction was not likely to happen until 2014 anyway.
2. R&S Floats: You will recall that Bryan brought to your attention the serious condition of some of the piles on R and S floats. Three were especially bad and dangerous. Council passed an emergency appropriation to fix the problem but we were not able to execute the plan as presented. Some of the piles were so damaged that the Port and Harbor Director condemned and closed R float for safety reasons. I am very happy to be able to report that the harbor staff came up with an innovative and cost effective short term fix that should solve the problem for now and alleviate the safety concerns. The short version is that heavy 10" diameter pipes were purchased from a scrap dealer and inserted into the piles as sleeves. The pipes and sleeves were then welded together. The staff hired a local fishing boat with a crane and that, along with the harbor tug and skill were sufficient to do the job.

3. Deep Water Dock: The design for the new fendering system is essentially complete. (funded by the Cruise Ship Head Tax legislative grant). A pre-bidders meeting was held this past week. October and December is the construction window. This resolution contains a resolution authorizing us to purchase some of the fender elements directly because of the long lead time for delivery. ADOT/PF informed us this week that we can expect to see an MOU for engineering and design of the dock expansion in the next week (\$3 Million in federal and state legislative grants).
4. Cruise Ship Grant Project: The City's term contract engineers have begun engineering and design work on some of the projects elements contained in the project description (6 Million legislative grant). Work has begun on the trails and bathrooms.
5. Dredged Materials: This week Carey and Bryan were scheduled to meet with representatives from the Corps of Engineers to discuss long term plans for the beneficial use of dredged materials. Beach replenishment and creation of new uplands are on the agenda.
6. Harbor Projects: The Council has approved the recommendations of the Port and Harbor Commission and the Port and Harbor Improvement Committee. The next step is to submit the City's grant application for project funding under the Municipal Harbors Matching Grant Program. When that funding is approved, the City will prepare for a bond sale. Katie is working on the application.
7. Security Facilities Audit: The Port and Harbor staff participated in a security facilities audit this week conducted by the Coast Guard. The City has a port security plan and there are various requirements under the law for security at the Pioneer and Deep Water Dock. I am sure Bryan would be happy to elaborate if you are interested in knowing more. This is important and it requires probably more training, planning, and collaboration with other state and federal agencies and with the private sector companies operating at the port than you might imagine.
8. Gas Line Distribution System: We are continuing to gather information about financing options and about LID boundary options in preparation for the workshop prior to this meeting. We are also working with the State and with Enstar to make sure the administration of the \$8.15 Million grant for construction of the transfer line goes smoothly.
9. Employee Committee: The Employee Committee has been meeting periodically to discuss a possible wellness program for employees. We anticipate that the Committee will be prepared to make a recommendation to the Council in the near future.
10. Budget Amendments: We anticipate bringing you a mid-year budget amendment ordinance sometime soon. There will be several adjustments requested but the primary reason for doing this is to take care of transfers to the Revolving Energy Fund.
11. CIP List: Believe it or not, it is time to start talking about the CIP List again. There is a resolution establishing the review and approval schedule on this agenda.
12. 2013 Budget: Believe it or not, work will begin shortly on the 2013 operating budget. I know you are thrilled to hear that! So are we.
13. Police Department: Things have really picked up the Police Department as we move into summer. Activity at the jail has been especially brisk. Part of the reason for that is stepped up drunk driving enforcement by the State Troopers. The department is currently plagued by turnover and open positions in dispatch which directly affects the public safety and response function.

14. Planning Department: In the recent past, the activities of the Planning Department have been confined largely to land use planning, code enforcement, and providing support for the Planning Commission. We are working to expand that role, as time and resources allow, into areas such as economic development and capital project development. The goal is to make better and more efficient use of the staff resources we have city-wide and to take advantage of the skills, training, and experience of the current planning staff.
15. Clerk's Office: The move from the HERC building to the renovated City Hall is now complete. This week, Public Works staff and the High School football team moved the archives from the old school into the new storage areas in this building. These are the files and documents that must be retained under the records retention code. The Clerk's are sorting and organizing the files so that they will be even more organized and easy to access for historians and others who need access to preserved records.
16. Records Retention: As a follow-up to the Council workshop on e-mail retention, I wanted to report that Nick has conducted some research on tablets for the Council and you will see a memorandum to that effect on this agenda. Holly is busy working on proposed amendments to the records retention code and the Council Operating Manual.

At the earlier worksession there was extensive discussion on the gas line.

Dredged materials from the Spit could be used for the creation of new uplands. In the dredging of the Fishing Hole a buyer could take the materials off the Spit. It could be written into the RFP that the contractor removes it from the Spit. The Port is required to come up with the 20-year dredge plan for the Corps of Engineers. In the past dredge materials were treated as a burden instead of a use to benefit us.

B. Bid Report

CITY ATTORNEY REPORT

City Attorney Klinkner referenced the written report to Council and asked if there were any questions. Council did not have questions of the attorney.

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

G. Water and Sewer Rate Task Force

PENDING BUSINESS

NEW BUSINESS

- A. **Memorandum 12-090**, from Community and Economic Development Coordinator, Re: 2013-2018 CIP Schedule and FY 2014 Legislative Request Development Schedule.

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 12-090.

LEWIS/ZAK - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Memorandum 12-097**, from Systems Manager, Re: Tablets for Council Use.

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 12-097.

LEWIS/ROBERTS – SO MOVED.

Councilmember Wythe explained she was not present for the meeting and reasoning behind the tablets, but wanted to make sure the community understands the reason for spending the funds.

City Manager Wrede reported the primary reason for the tablets is to retain important records and emails that Council generates or receives. Council currently is doing business on their own devices and sending and receiving emails under their own accounts. If there was a public records request it would be difficult to retrieve items if correspondence is not going through the city server. Personal data may be compromised and personal devices may be ceased. During her training session, City Attorney Holly Wells recommended a tablet for each councilmember that is passed to the next councilmember. All city-related business would be done on the tablet. Documents could be easily retrieved on the city server.

City Attorney Klinkner affirmed we are trying to comply with the public records law and protect Council's privacy.

Nick Poolos, IT Manager, reported it is hoped council packets can be put on the tablets. One of the driving reasons for specifying the Android 3 is for its high resolution, more like reading paper.

Councilmember Burgess understands the need for segregating city data. He objects to any taxpayer expenditure as there are i-map and exchange email accounts, rather than spending \$700 apiece.

Asked to explain the difference between the Android and iPad, Mr. Poolos said the first consideration looked at was putting city business on individual devices. There was a wide gamut of individual devices at the first meeting with City Attorney Wells that would put a large burden on the IT Department. With Council asked to carry a second device, portability was a concern, and got us to looking at tablets. The Library's iPads were loaded and viewed by the City Manager, City Clerk, and himself and it was quickly decided for readability they had to be larger more expensive tablets. There are Apple iPads and Android devices. Most recent market numbers had iPad at 73% of the market share and the Android market is fragmented with the highest scoring device at 8% and one at 6%. It is a big hit on the accessories that are specific to the devices. Google is racing to gain market share, with the Android device out 6-8 months. Apple carries two generations of iPads with an 18-24 month life expectancy of ability for replacement. The tablets will have to be refreshed, but hopefully it will offset the environmental costs of generating packets. The current digital packet is not the best form for long term digital archiving.

The PDF annotation app allows for reading the online packet and taking notes. The units will have a 3-5 year life expectancy, with the batteries replacement being the biggest concern. Everyone would have the same device, so if travelling they would easily adapt.

VOTE: YES. LEWIS, ROBERTS, ZAK

VOTE: NO. BURGESS, WYTHE

Motion failed.

Councilmember Wythe asked that the concept come back at budget so it can be discussed with other items. Councilmember Roberts asked it could come back at mid-year budget changes.

Councilmember Wythe is not a fan of getting the City into the technology race. There are other areas we could cut expenses that would offset this expense.

Councilmember Burgess suggested an imap or pop account could be set up in 15 minutes, could easily be monitored by the City, and costs nothing.

Councilmember Lewis asked that an accounting of how much money we spend on paper and what we could save be provided when the matter comes back.

City Manager Wrede asked IT Manager Poolos how we would find Councilmember Burgess' email if there were a public records request. Would we need to battle with the phone company or could we go through the city server. IT Manager Poolos answered those types of email accounts would work, but there would be city liability because he will be working on configuring a personal device that we do not have a contractual agreement for. What happens when the device

shows up that doesn't have the proper software on it to make the connection? Every hour spent dealing with devices costs staff time. It is a quick cookie cutter if everyone has the same device.

C. **Memorandum 12-098**, from City Clerk, Re: 2013 Proposed Budget Schedule.

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 12-098.

WYTHE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

A. **If reconsidered: Resolution 12-037**, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.

Resolution 12-037(S), A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.

Motion on the floor from May 29, 2012: MOVED FOR THE ADOPTION OF RESOLUTION 12-037 BY READING OF TITLE ONLY.

WYTHE/LEWIS – MOVED TO SUBSTITUTE 12-037 WITH 12-037(S).

The dates of enactment are included in Resolution 12-037(S).

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Motion carried.

B. **If reconsidered: Resolution 12-038**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of

Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves.
City Clerk/Port and Harbor Advisory Commission.

Resolution 12-038(S), A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.

Motion on the floor from May 29, 2012: MOVED FOR THE ADOPTION OF RESOLUTION 12-038 BY READING OF TITLE ONLY.

WYTHE/LEWIS – MOVED FOR THE SUBSTITUTION OF 12-038(S).

The dates of enactment are included in Resolution 12-038(S).

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Motion carried.

C. **Resolution 12-051**, A Resolution of the City Council of Homer, Alaska, Establishing a 2012 Mill Rate of 10.0264 Mills for the Ocean Drive Loop Special Service District. City Manager.

Mayor Hornaday called for a motion for the adoption of Resolution 12-051 by reading of title only.

ROBERTS/LEWIS - SO MOVED.

City Manager Wrede advised Council the mill rate must be set by June 15.

WYTHE/LEWIS - MOVED FOR THE REMOVAL OF THE MCNAMARA PROPERTY FROM THE ASSESSMENT ROLL.

An amended assessment roll to reflect the removal of the McNamara's was provided by Finance.

City Attorney Klinkner advised the City Council by ordinance determined what properties were to be included in the special service district. By ordinance the Council could act to remove properties from the district. He is not certain amending the resolution will successfully exclude the property from the district and tax. Council must levy a uniform tax through the district as it is constituted.

City Manager Wrede noted we have to pass a mill rate tonight, but property owners do not have to pay property tax until October. He asked the attorney if it was possible for Council to later pass an ordinance amending the special service district and remove Don and Donna Rae before property taxes become due.

City Attorney Klinkner answered that although he is not familiar with the Borough's property tax billing and collection procedure, because the tax is due in the future the adjustment could be made.

Councilmember Lewis asked that an ordinance to remove the McNamara's be presented at the next meeting.

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

Motion failed.

WYTHE/ROBERTS - MOVED TO AMEND LINE 50 THE PROPOSED MILL RATE TO REFLECT THE MILL RATE WITH THEIR PROPERTIES EXCLUDED FROM THAT WHICH BRINGS THE MILL RATE TO 10.9926.

ROBERTS/WYTHE – MOVED FOR A FRIENDLY AMENDMENT TO INCLUDE THAT IN THE TITLE OF THE RESOLUTION.

Councilmember Roberts commented in the Special Service District in the past we collected tax and dissolved the mill rate, refunding the money back to the taxpayers.

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

Motion failed.

Councilmember Burgess commented that coming into the discussion late he benefits from an outside perspective, but we are just slapping a bandaid on the issue. The real long term issue that needs to be figured out is does the City want to be responsible for defending land behind the wall, or does it not. Any haphazard solution that lets a tax base out of the situation is not in the interest of the taxpayers as a whole. Anything that punishes those in the district that are not exempt from the mill rate is unfair. He opposes any solution unless the costs can be evenly and equitably divided amongst the people on the Seawall.

Councilmember Roberts commented those are good points, but if the resolution is voted down tonight the taxpayers of Homer will be responsible for \$30,000 in repairs of the Seawall.

VOTE: YES. WYTHE, LEWIS, ROBERTS
VOTE: NO. ZAK, BURGESS

Motion failed.

- D. **Resolution 12-052**, A Resolution of the City Council of Homer, Alaska, Approving and Accepting the Renewal of the Jail Service Contract for FY 2013 with the State of Alaska in the Amount of \$637,218.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief.

Memorandum 12-095 from Police Chief as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-052 by reading of title only.

WYTHE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- E. **Resolution 12-053**, A Resolution of the City Council of Homer, Alaska, Extending the Contract for General Counsel Legal Services with the Firm of Birch, Horton, Bittner, Inc. for the Period of August 1, 2012 through July 31, 2013 in the Amount of \$11,000.00 per Month and Authorizing the Mayor to Execute the Contract. City Clerk.

Mayor Hornaday called for a motion for the adoption of Resolution 12-053 by reading of title only.

WYTHE/LEWIS - SO MOVED.

Councilmember Burgess noted the possible alternative contract for four years with an adjustment of 5% increase after two years. He suggested a discussion with the City Attorney to lock the rates in or negotiate a lower rate.

There are two more meetings to negotiate the contract with the City Attorney.

BURGESS/LEWIS - MOVED TO POSTPONE TO THE NEXT MEETING WITH INPUT FROM TOM.

Attorney Klinkner will be happy to be present by phone for the next meeting to discuss the contract. He made the contract suggestion to give more certainty in the future. The system that we have now with a monthly retainer amount plus an additional hourly amount for litigation is a legacy. He will be happy to discuss other options to manage the expense of legal representation. The effective hourly rate for the retainer work is less than the hourly rates quoted for litigation work. More than \$11,000 work is done under the retainer, providing Council with good value for this kind of arrangement.

A Special Meeting is needed with an Executive Session for negotiations.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- F. **Resolution 12-054**, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Prepare and Sign a Purchase Offer for Lot 75, Bunnells Subdivision. City Manager/Public Works Director.

Memorandum 12-093 from Public Works Director as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-054 by reading of title only.

BURGESS/WYTHE – SO MOVED.

Councilmember Wythe noted the fiscal note for legislative grant cruise ship monies that can be used for construction. It is undetermined if those monies may be used for purchase of the property. There is currently \$39,586 available to purchase property.

WYTHE/LEWIS – MOVED TO AMEND TO MAKE THE \$39,586 AVAILABLE TO THIS PURCHASE IF IT'S REQUIRED.

There was no discussion.

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

Motion carried.

VOTE: (main motion as amended) YES. ROBERTS, WYTHE, BURGESS, LEWIS
VOTE: NO. ZAK

Motion carried.

- G. **Resolution 12-055**, A Resolution of the City Council of Homer, Alaska, Authorizing the Purchase of Cylindrical Rubber Fender Units for the Deepwater Dock Fender Replacement Project from the Firm of Fenderteam Americas, Inc. of Lansdowne, Virginia, in the Amount of \$58,672 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 12-094 from Public Works Director as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-055 by reading of title only.

WYTHE/LEWIS - SO MOVED.

Councilmember Burgess asked if it was possible to keep one fender unit on hand since we go through them frequently and there is such a long lead time to order them.

Port and Harbor Director Hawkins answered the fender unit is a new design we are upgrading and a larger fender unit. We do keep spares on hand.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

H. **Resolution 12-056**, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library Policies, Fines and Fees Policy, for Overdue Items, Photocopies, Library Cards, Interlibrary Loan, Replacement and Damage Charges, and Digital Devices. City Clerk/Library Director.

Memorandum 12-096 from Library Director as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-056 by reading of title only.

LEWIS/WYTHE – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

Kevin Walker, Homer resident, is involved in the Kachemak Drive path. In accessing airport land we need to tell them it is access to the terminal. It will provide access for those arriving from Port Graham, Nanwalek, and Seldovia. On the Spit bike trail you have to cross the main road twice. He asked for a crosswalk at the base of the Spit. In the Canyon Trails subdivision they are allowed 1.5% steep back slopes. Almost all the steep slopes failed. He is going to ask the Transportation Advisory Committee to readdress steep slopes.

Donna Rae Faulkner, city resident, told Council they need clearance on the Seawall. She invited Council to Oceanside Farms tomorrow to take a tour. She would like to have Councilmembers Burgess and Zak know about removing them from the Seawall district. They entered into an agreement saying they will maintain the wall and they have been doing so.

COMMENTS OF THE CITY ATTORNEY

City Attorney Klinkner commented if Council has concerns about restructuring his contract he would appreciate them letting him know before the next meeting.

COMMENTS OF THE CITY CLERK

City Clerk Johnson had no comment.

COMMENTS OF THE CITY MANAGER

City Manager Wrede had no comment.

COMMENTS OF THE MAYOR

Mayor Hornaday had no comment.

COMMENTS OF THE CITY COUNCIL

Councilmember Wythe expressed disappointment of not reaching a resolution on the mill rate. It exposes the entire community to the expense of maintaining the Seawall with no potential this year of making a recovery on the funds we have already spent. She recognizes and understands the concerns of the people that live on Seawall for the maintenance and expense it requires. She has no doubt the City will continue to help them and the City find resolution so we are no longer the bearers of their expense. In the short term of trying to see a long term resolution we have done a poor job for our citizens.

Councilmember Roberts echoed Beth's comments; she is disappointed too. She reminded those on the prevailing side they still have the opportunity to reconsider the resolution. In light of the resolution not passing tonight, she does not support eliminating anyone from the Seawall in the future. Unless there is a better resolution than everyone in town taking care of the Seawall, she won't be voting to change anything. She would be happy to support the water trail which is a good idea for Kachemak Bay. She congratulated the Homer High School girls' softball team; everyone knows they did a great job at State this year. Council had a good discussion on tablets and she thinks we erred in the wrong direction. We have left ourselves in the position where if something comes up she has to turn her technology over to the City. She doesn't believe that is what she was elected to do. We should revisit that issue. She missed Nick's monitor tonight.

Councilmember Burgess commented on the Seawall. He takes full responsibility for being on the side that has imposed a financial short term cost on the City. Somebody needs to step up and advocate for a long term solution to this problem. We have had 10 – 15 years of people batting the ball around. The City needs to put its money where its mouth is and make the call that we are either going to walk away from it or totally take care of it.

Councilmembers Lewis and Zak had no comment.

ADJOURNMENT

HOMER CITY COUNCIL
REGULAR MEETING MINUTES
JUNE 11, 2012

There being no further business to come before the Council, Mayor Hornaday adjourned the meeting at 7:47 p.m. The next Regular Meeting is Monday, June 25, 2012 at 6:00 p.m. and Committee of the Whole 5:00 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 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 12-100

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK
DATE: JUNE 18, 2012 *WJ*
SUBJECT: APPLICATION FOR A NEW LIQUOR LICENSE FOR PHO & THAI RESTAURANT

We have been notified by the ABC Board of a new liquor license application within the City of Homer for the following:

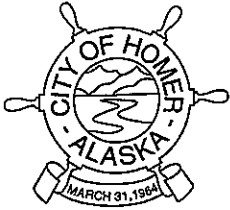
Type: Restaurant Designation Permit
Lic #: 5173
DBA Name: Pho & Thai Restaurant
Premise Address: 345 Sterling Hwy. Ste 101
Owner: Bunloeun Chin
Mailing Address: 345 Sterling Hwy. Ste 101, Homer, AK 99603

RECOMMENDATION: Voice non objection and approval for the new liquor license as listed above.

Fiscal Note: Revenues.

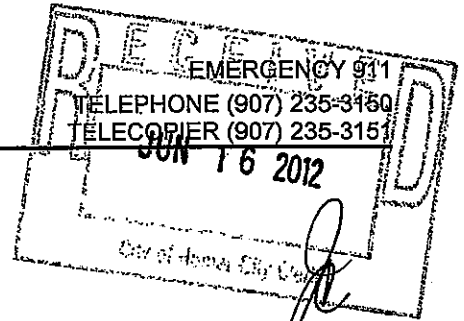
“WHERE THE LAND ENDS AND THE SEA BEGINS”

To access City Clerk's Home Page on the Internet: <http://clerk.ci.homer.ak.us>



CITY OF HOMER POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609



MEMORANDUM

DATE: June 14th 2012
TO: Melissa Jacobsen, CMC, Deputy City Clerk
FROM: Mark Robl, Chief of Police *MR*
SUBJECT: Liquor License

The Homer Police Department has no objection to the liquor license for the following business:

Type: Restaurant Designation Permit
Lic #: 5173
DBA Name: Pho & Thai Restaurant
Premise Address: 345 Sterling Hwy. Ste 101
Owner: Bunloeun Chin
Mailing Address: 345 Sterling Hwy. Ste 101, Homer, AK 99603

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

DATE: June 14, 2012
TO: Mark Robl, Police Chief
FROM: Melissa Jacobsen, CMC, Deputy City Clerk *MJ*
SUBJECT: Application for a New Liquor License for Pho & Thai Restaurant

We have been notified by the ABC Board of new liquor license application within the City of Homer for the following:

Type: Restaurant Designation Permit
Lic #: 5173
DBA Name: Pho & Thai Restaurant
Premise Address: 345 Sterling Hwy. Ste 101
Owner: Bunloeun Chin
Mailing Address: 345 Sterling Hwy. Ste 101, Homer, AK 99603

This matter is scheduled for the June 25, 2012 City Council meeting. Please respond with any objections/non-objections to this liquor license renewal by Wednesday, June 20, 2012.

Thank you for your assistance.

**STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 13 AAC 104.715-794
FEE: \$50.00**

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 20 for employment. If for employment, please state in detail, how the person will be employed, duties, etc.

This application is for designation of premises where: (please mark desired items).

- 1 Under 13 AAC 104.305 Bona fide restaurant/eating place. License Number 5173
- 2 Persons age 16 to 20 may dine unaccompanied.
- 3 Persons under 16 may dine accompanied by a person 21 years or older.
- 4 Persons between 16 and 20 years of age may be employed. *(See note below).

LICENSEE: Bunloean Chin

D/B/A: Pho & Thai Restaurant

ADDRESS: 345 Sterling Hwy Ste 101 Homer AK 99603

1. Hours of Operation: 11 am to 10 pm Telephone # (907) 435-3991

2. Have police ever been called to your premises by you or anyone else for any reason: Yes No
If yes, date(s) and explanation(s).

3. * Duties of employment: Food service

4. Are video games available to the public on your premises? NO

5. Do you provide entertainment: Yes No If yes, describe.

6. How is food served? Table Service Buffet Service Counter Service Other*

7. Is the owner, manager, or assistant manager always present during business hours? Yes No

***** A MENU AND A DETAILED LICENSED PREMISE DIAGRAM MUST ACCOMPANY THIS APPLICATION *****

I have read and am familiar with Title 4 of the Alaska statutes and its regulations.

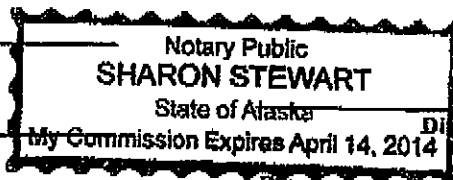
Bunloean Chin
Applicant signature

Local Governing Body Approval

Subscribed and sworn to before me this 13th day of MAY 2012

Date:

Notary Public in and for Alaska



Director, ABC Board

My Commission expires 04/14/14

Date:

*Employees 16 and 17 years of age must have a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

** If more space is required, to explain food service, entertainment, etc., please add on back or attach additional page(s).



State of Alaska
 Department of Public Safety
Alcoholic Beverage Control Board

Sean Parnell, Governor
 Joseph A. Masters, Commissioner

June 13, 2012

City of Homer
 Attn: Jo Johnson
 VIA EMAIL: jjohnson@ci.homer.ak.us

Pho & Thai Restaurant License #5173

- New Application Transfer of Ownership Transfer of Location
 Restaurant Designation Permit DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board and the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonably". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

Alcoholic Beverage Control Board
 5848 E Tudor Rd - Anchorage, AK 99507 - Voice (907) 269-0350 - Fax (907) 272-9412

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(c) must be approved by the governing body.

Sincerely,

SHIRLEY A. GIFFORD
Director



Maxine Andrews
Business Registration Examiner
Direct line: 907-269-0358
Email: maxine.andrews@alaska.gov

State of Alaska
Alcoholic Beverage Control Board

Date of Notice: June 13, 2012

Application Type: NEW x **TRANSFER**
 Ownership
 Location
 Name Change

Governing Body: **City of Homer**

License #: 5173
License Type: Restaurant Eating Place Public Convenience (AS 40.11.400(g))
D.B.A.: Pho & Thai Restaurant
Licensee/Applicant: Bunloean Chin
Physical Location: 345 Sterling Hwy., # 101 Homer
Mail Address: 345 Sterling Hwy., # 101 Homer, AK 99603
Telephone #: 907-435-3991
EIN: 32-036981

| Corp/LLC Agent: | Address | Phone | Date and State of Incorporation | Good standing? |
|-----------------|---------|-------|---------------------------------|----------------|
| n/a | | | | |

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

| Member/Officer/Director: | DOB | Address | Phone | Title/Shares (%) |
|--------------------------|------------|--|--------------|------------------|
| Bunloean Chin | 12/03/1965 | 345 Sterling Hwy., # 101 Homer, AK 99603 | 907-435-3991 | Applicant |
| Uraivan Promson | 01/17/1970 | 345 Sterling Hwy., # 101 Homer, AK 99603 | 907-435-3991 | Affiliate |

Page 2

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board and the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

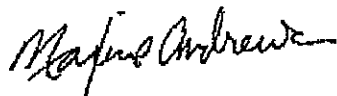
Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 15 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 15 AAC 104.335(a)(3), AS 04.11.090(e), and 15 AAC 104.660(e) must be approved by the governing body.

SHIRLEY A. GIFFORD
Director



Maxine Andrews
Business Registration Examiner
Direct line: 907-269-0358
Email: maxine.andrews@alaska.gov



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 12-101

TO: HOMER CITY COUNCIL

FROM: JAMES C. HORNADAY, MAYOR

DATE: JUNE 18, 2012

SUBJECT: APPOINTMENT OF DONALD STEAD AND REAPPOINTMENT OF ROBERTA HIGHLAND TO THE PLANNING COMMISSION.

Donald Stead is appointed to the Planning Commission to fill the seat vacated by Sharon Minsch. His appointment will expire July 1, 2015.

Roberta Highland is reappointed to the Planning Commission with a term to expire July 1, 2015.

RECOMMENDATION:

Confirm the appointment of Donald Stead and reappointment of Roberta Highland to the Planning Commission.

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

MAY 31 2012 PM 01:34 *RK*

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 checked="" 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 type="checkbox"/> | OTHER - PLEASE ENTER THE COMMITTEE/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:

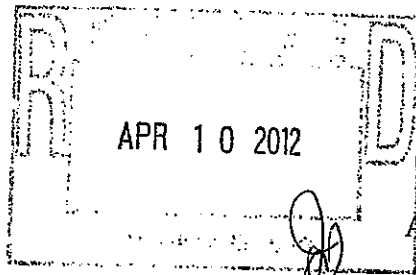
Do you use the Homer Port and/ or Harbor on a regular basis?

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.





April 10, 2012

Dear Mayor Hornaday,

I would appreciate being reappointed to the Homer Advisory Planning Commission.
I have found the HAPC interesting and challenging.

Thank you for your Consideration.

Sincerely,
Roberta Highland

P.O. Box 2460
Homer, Alaska 99603
907 235 - 8214

VISITORS

**ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS**

**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S RECOGNITION

WALT WREDE

LONGEST SERVING CITY MANAGER FOR THE CITY OF HOMER

WHEREAS, Walt's employment with the City of Homer began in February, 2003; and

WHEREAS, Walt is a highly qualified and experienced City Manager; and

WHEREAS, Walt Wrede is knowledgeable, detailed, and a zealous employee for the City of Homer; and

WHEREAS, Walt has served two mayors and eighteen council members during his tenure with the City of Homer; and

WHEREAS, Walt effectively implements policies and programs that are prioritized and directed by the City Council; and

WHEREAS, Walt offers leadership, direction and guidance to all departments; and

WHEREAS, Walt's enthusiastic personality combined with his experience and passion create a positive working culture; and

WHEREAS, Walt has been described as the "Best Boss Ever" by current and former City employees; and

WHEREAS, Walt works tirelessly for the benefit of the citizens of Homer; and

WHEREAS, Walt is a well-respected Homer community member.

NOW, THEREFORE, I, James C. Hornaday, Mayor, hereby recognize Walt Wrede as the Longest Serving City Manager for the City of Homer.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Homer, Alaska, to be affixed this 25th day of June, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S PROCLAMATION

July as Parks and Recreation Month

WHEREAS, Parks and recreation programs are an integral part of communities throughout this country, including the City of Homer; and

WHEREAS, Our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, Parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, Parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, Parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, Our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, The U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, The City of Homer recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, JAMES C. HORNADAY, Mayor of the City of Homer, do hereby proclaim July as:

PARKS AND RECREATION MONTH

in the City of Homer, Alaska.

IN WITNESS WHEREOF, I have hereunto set my hand and cause to be affixed the official seal of the City of Homer, Alaska, on this 25th day of June, 2012.

CITY OF HOMER

ATTEST:

JAMES C. HORNADAY, MAYOR

JO JOHNSON, CMC, CITY CLERK

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

June 19, 2012

Nicholas Schmitt
PO Box 3021
Homer, AK 99603

Dear Mr. Schmitt

Congratulations! City Manager Wrede approved your appointment to the Lease Committee and your term will expire April 1, 2013.

When you were appointed to the Economic Development Advisory Commission, you received a pamphlet on the basics of Robert's Rules of Order and a copy of the Code of Ethics as outlined in Homer City Code 1.18. Both documents apply to the committee as well to provide important guidelines in your role as a committee member for meeting procedures and also conduct and conflicts of interest.

Thank you for your willingness to serve the City of Homer on the Lease Committee. If you should have any questions, please feel free to contact me.

Cordially,

A handwritten signature in black ink, appearing to read "Jo Johnson".

Jo Johnson, CMC
City Clerk

Cc: Lease Committee

PUBLIC HEARING(S)

**CITY OF HOMER
PUBLIC HEARING NOTICE
CITY COUNCIL MEETING**

Ordinances 12-21, 12-22, 12-23, 12-24(A), and 12-25

A **public hearing** is scheduled for **Monday, June 25, 2012** during a Regular City Council Meeting. The meeting begins at 6:00 p.m. in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Ordinance 12-21, 12-22, 12-23, 12-24(A), and 12-25 internet address:
<http://www.cityofhomer-ak.gov/ordinances>

Ordinance 12-21, An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service. City Manager/Public Works Director.

Ordinance 12-22, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission. City Clerk.

Ordinance 12-23, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief.


Ordinance 12-24(A), An Ordinance of the City Council of Homer, Alaska, Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation. City Manager.

Ordinance 12-25, An Ordinance of the Homer City Council Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road. City Manager/Public Works Director.



All interested persons are welcomed to attend and give testimony. Written testimony received by the Clerk's Office prior to the meeting will be provided to Council.

** Copies of proposed Ordinances, in entirety, are available for review at Homer City Clerk's Office. Copies of the proposed Ordinances are available for review at City Hall, the Homer Public Library, the City of Homer Kiosks at City Clerk's Office, Captain's Coffee, Harbormaster's Office, and Redden Marine Supply of Homer and the City's homepage - <http://clerk.ci.homer.ak.us>. Contact the Clerk's Office at City Hall if you have any questions. 235-3130, Email: clerk@ci.homer.ak.us or fax 235-3143.

Jo Johnson, CMC, City Clerk 

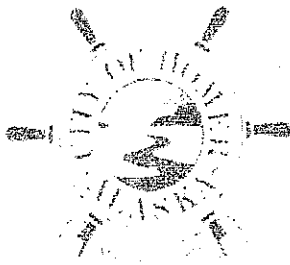
Publish: Homer Tribune: June 20, 2012

CLERK'S AFFIDAVIT OF POSTING

I, Renee Krause, CMC, Deputy City Clerk I for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for Ordinance 12-21, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service; Ordinance 12-22, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission; Ordinance 12-23, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections; Ordinance 12-24(A), Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation; and Ordinance 12-25, Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road at the City of Homer kiosks located at City Clerk's Office, Captain's Coffee Roasting Co., Harbormaster's Office, and Redden Marine Supply of Homer, on June 15, 2012 and that the City Clerk posted same on City of Homer Homepage on June 13, 2012.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 13th day of June, 2012.


Renee Krause, CMC, Deputy City Clerk I



ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-21

An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 11, 2012 Introduction
 - a. Memorandum 12-089 from Public Works Inspector as backup
2. City Council Regular Meeting June 25, 2012 Public Hearing and Second Reading
 - a. Memorandum 12-089 from Public Works Inspector as backup

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 12-21

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE 2012 OPERATING BUDGET BY
APPROPRIATING UP TO \$12,000 FROM THE SEWER
RESERVE FUND FOR THE REPLACEMENT OF THE BALD
MOUNTAIN AIR SEWER SERVICE.

WHEREAS, Public Works personnel are required to mobilize with equipment to thaw a three hundred foot stretch of sewer service line to the Bald Mountain Air lease lot that is buried below the parking lot (see Memorandum 12-089); and

WHEREAS, Replacement of this line will reduce maintenance costs.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2012 Operating Budget is hereby amended by appropriating not more than \$12,000 from the Sewer Reserve fund for replacing the sewer service to the Bald Mountain Air airport lease lot.

Expenditure:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|---|---------------|
| 256-379 | Bald Mtn. Air Sewer Service Replacement (Sewer Reserve Fund) | \$12,000 |

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

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

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

47 ATTEST:

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52 JO JOHNSON, CMC, CITY CLERK

53

54

55 YES:

56 NO:

57 ABSTAIN:

58 ABSENT:

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60

61 First Reading:

62 Public Hearing:

63 Second Reading:

64 Effective Date:

65

66

67 Reviewed and approved as to form:

68

69

70 Walt E. Wrede, City Manager

71

72 Date: _____

73

Thomas F. Klinkner, City Attorney

Date: _____



CITY OF HOMER

PUBLIC WORKS

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170

FACSIMILE (907)235-3145

EMAIL dgardner@ci.homer.ak.us

MEMORANDUM 12-089

TO: Walt Wrede, City Manager

FROM: Dan Gardner, PW Inspector
THRU: Carey Meyer, PW Director

DATE: May 30, 2012

SUBJECT: **Homer Airport Pressure Sewer Line Replacement
Sewer Reserve Funding Approval**

In 1991, water and sewer utilities were extended to the Homer Airport Terminal. At that time, a 2-inch HDPE pressure sewer line was installed across the parking lot of the airport terminal to provide future sewer service to the lot east of the airport terminal where Bald Mountain Air is located. When Bald Mountain Air was under construction in 2007, the 2-inch line was extended to the property. The service was then activated in November of 2008. Since the time of activation of the line, the portion of the service line that was installed in 1991 has frozen on several occasions during the winter months. This requires that city personnel mobilize with equipment to steam out the three hundred foot stretch that is buried below the parking lot. Bald Mountain Air is then required to run water continuously to keep their sewer lift station regularly pumping sewage through the service line to prevent it from freezing. If someone accidentally turns the water off, the line freezes again overnight, requiring city personnel to steam the line open again. Over this past winter, many hours were spent at this site, lots of water was run through Bald Mountain Air's meter, and their sewer lift station had to work overtime to accommodate the situation.

Public Works proposes to replace the sewer service line to Bald Mountain Air. This new line will be re-aligned to be outside of the parking lot to avoid expensive asphalt replacement and allow the line to be buried to a depth to prevent freezing. Bids will be received from all approved local contractors in accordance with the City's Procurement Policy.

Recommendation: The City Council pass an ordinance authorizing up to \$12,000 from the Sewer Reserve fund to replace approximately 300 lineal feet of 2" HDPE sewer service line to the Bald Mountain Air airport lease lot and authorizing the City Manager to execute all appropriate documents necessary to complete construction.



CITY OF HOMER

PUBLIC WORKS
3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170
FACSIMILE (907)235-3145
EMAIL dgardner@ci.homer.ak.us

MEMORANDUM

To: Jo Johnson, City Clerk

From: Dan Gardner, Inspector *DMG*

Date: June 15, 2012

Subject: Homer Airport Pressurized Sewer Service Line Replacement Project – 2012

An Invitation to Bid on the referenced project was mailed to all approved local contractors, and bids were received on June 14, 2012. Seven bids were received as summarized below.

| Contractor | Lump Sum Bid Price |
|--------------------------------------|--------------------|
| 1. T&C Enterprises | \$23,450.00 |
| 2. Property Improvements LLC | \$23,240.00 |
| 3. Homer Winter Services | \$18,468.74 |
| 4. Cornerstone Equipment Rentals LLC | \$14,200.00 |
| 5. K Martin Construction | \$13,000.00 |
| 6. Gregoire Construction | \$12,224.00 |
| 7. Arno Construction | \$5,880.00 |

Recommendation

Award the Homer Airport Pressurized Sewer Service Line Replacement Project to Arno Construction in the amount of \$5880.00. Funding for the project is to paid from the Sewer Reserve Fund, Account No. 256-379, per Ordinance 12-21.

Attachments

Bid Form

Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012

Scope of Work – This work is shown on the attached plan and includes:

- Removal and replacement of asphalt by manhole
- Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
- Installation of new 2" HDPE with trace wire at proposed alignment
- Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
- All work to be in accordance with 2011 COH Standard Construction Specifications
- Bid includes all labor, equipment, and materials required to complete the project
- Service line will be replaced by July 31, 2012
- Pavement patch to be completed by August 31, 2012

1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ Twenty three thousand four hundred and no/100 \$ 23,450.⁰⁰
Lump Sum Price in Words Price in Numbers

Name of Company T AND C ENTERPRISES

Address of Company P.O. Box 4022 HOMER
AK 99603

Signature of Company Representative Thomas M Haeg

Printed Name of Company Representative THOMAS M HAEG

Phone # OFF FAX 235-6943
CELL 299-1109

Bid Form

**Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012**

Scope of Work – This work is shown on the attached plan and includes:

- Removal and replacement of asphalt by manhole
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- All work to be in accordance with 2011 COH Standard Construction Specifications
- Bid includes all labor, equipment, and materials required to complete the project
- Service line will be replaced by July 31, 2012
- Pavement patch to be completed by August 31, 2012

- 1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ Twenty Three Thousand Two Hundred Forty & 1/4 \$ 23,240⁰⁰
Lump Sum Price in Words Price in Numbers

Name of Company Property Improvements LLC

Address of Company P.O. Box 15128
Ft. C. Mc 99603

Signature of Company Representative [Signature]

Printed Name of Company Representative Eric Shattard

Phone # 299-3991

Bid Form

Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012

Scope of Work – This work is shown on the attached plan and includes:

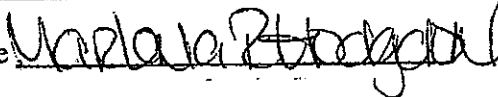
- Removal and replacement of asphalt by manhole
 - Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
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 - Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
 - All work to be in accordance with 2011 COH Standard Construction Specifications
 - Bid includes all labor, equipment, and materials required to complete the project
 - Service line will be replaced by July 31, 2012
 - Pavement patch to be completed by August 31, 2012
- 1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ Eighteen Thousand Four Hundred Sixty Eight \$ 18,468.74
Lump Sum Price in Words Dollars and Seventy Four Cents Price in Numbers
REVISED FROM ORIGINAL BID \$20,468.74

Name of Company Homer Winter Services, Inc.

Address of Company PO Box 3055

Homer, AK 99603

Signature of Company Representative 

Printed Name of Company Representative Marlena R. Hodgdon

Phone # 235-7119

Bid Form

**Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012**

Scope of Work – This work is shown on the attached plan and includes:

- Removal and replacement of asphalt by manhole
- Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
- Installation of new 2" HDPE with trace wire at proposed alignment
- Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
- All work to be in accordance with 2011 COH Standard Construction Specifications
- Bid includes all labor, equipment, and materials required to complete the project
- Service line will be replaced by July 31, 2012
- Pavement patch to be completed by August 31, 2012

1) Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012

\$ Twenty Thousand Four Hundred Sixty Eight \$ 20,468.74
Lump Sum Price in Words Dollars and Seventy Four Cents Price in Numbers

Name of Company Homer Winter Services, Inc.

Address of Company PO Box 3055

Homer, AK 99603

Signature of Company Representative 

Printed Name of Company Representative Marlana R. Hodgdon

Phone # 235-7119

Bid Form

ATTN: Dan Gardner

Homer Airport Pressurized Sewer Service Line Replacement Project - 2012

Scope of Work – This work is shown on the attached plan and includes:

- Removal and replacement of asphalt by manhole
 - Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
 - Installation of new 2" HDPE with trace wire at proposed alignment
 - Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
 - All work to be in accordance with 2011 COH Standard Construction Specifications
 - Bid includes all labor, equipment, and materials required to complete the project
 - Service line will be replaced by July 31, 2012
 - Pavement patch to be completed by August 31, 2012
- 1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ fourteen thousand two hundred \$ 14,200.-
 Lump Sum Price in Words Price in Numbers

Name of Company Cornerstone Equipment Rentals, LLC
 Address of Company PO Box 2216
Homer, AK 99603
 Signature of Company Representative Mary VanLiere
 Printed Name of Company Representative Mary VanLiere
 Phone # 907-299-7625

Bid Form

Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012

Scope of Work – This work is shown on the attached plan and includes:

- Removal and replacement of asphalt by manhole
- Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
- Installation of new 2" HDPE with trace wire at proposed alignment
- Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
- All work to be in accordance with 2011 COH Standard Construction Specifications
- Bid includes all labor, equipment, and materials required to complete the project
- Service line will be replaced by July 31, 2012
- Pavement patch to be completed by August 31, 2012

1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ Thirteen thousand dollars \$ 13,000.00
Lump Sum Price in Words Price in Numbers

Name of Company K Martin Construction

Address of Company 502 Soundview Ave.
Homer, AK 99603

Signature of Company Representative Todd K. Martin

Printed Name of Company Representative Todd K. Martin

Phone # 907-299-1217

Bid Form

Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012

Scope of Work – This work is shown on the attached plan and includes:

- Removal and replacement of asphalt by manhole
- Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
- Installation of new 2" HDPE with trace wire at proposed alignment
- Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
- All work to be in accordance with 2011 COH Standard Construction Specifications
- Bid includes all labor, equipment, and materials required to complete the project
- Service line will be replaced by July 31, 2012
- Pavement patch to be completed by August 31, 2012

- 1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ Twelve thousand two hundred + Twenty four \$ 12,224.00
Lump Sum Price in Words Price in Numbers

Name of Company Gregoire Construction

Address of Company 3441 East End Rd.
Homer AK 99603

Signature of Company Representative *Richard A. Gregoire*

Printed Name of Company Representative Richard A. Gregoire

Phone # 907 329 1526

Bid Form

Homer Airport Pressurized Sewer Service
Line Replacement Project - 2012

Scope of Work – This work is shown on the attached plan and includes:

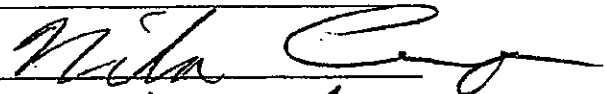
- Removal and replacement of asphalt by manhole
- Connection to existing 2" HDPE outside of manhole and insulate until 7' bury obtained
- Installation of new 2" HDPE with trace wire at proposed alignment
- Connection of new 2" HDPE to existing 2" HDPE approximately 300 feet east of manhole
- All work to be in accordance with 2011 COH Standard Construction Specifications
- Bid includes all labor, equipment, and materials required to complete the project
- Service line will be replaced by July 31, 2012
- Pavement patch to be completed by August 31, 2012

- 1) **Furnish & Install approximately 300 lineal feet of 2" HDPE pressure sewer line in accordance with the plans entitled City of Homer Airport Pressure Sewer Line Replacement 2012**

\$ Five Thousand Eight hundred Eighty \$ 5,080.⁰⁰
Lump Sum Price in Words Price in Numbers

Name of Company Arno Construction

Address of Company Box 1772
Homer

Signature of Company Representative 

Printed Name of Company Representative Mike Arno

Phone # 299-0427

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-22

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission.

Sponsor: City Clerk

1. City Council Regular Meeting June 11, 2012 Introduction
2. City Council Regular Meeting June 25, 2012 Public Hearing and Second Reading

1 CITY OF HOMER
2 HOMER, ALASKA

City Clerk

3
4 ORDINANCE 12-22

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING HOMER CITY CODE 4.01.030, DEFINITIONS; HOMER
8 CITY CODE 4.30.030, APPLICATION FOR BALLOT; HOMER CITY
9 CODE 4.30.050, MATERIALS FOR ABSENTEE VOTING; HOMER
10 CITY CODE 4.30.060, ISSUANCE OF BALLOT BY MAIL OR IN
11 PERSON; HOMER CITY CODE 4.30.070, CASTING ABSENTEE
12 BALLOT; HOMER CITY CODE 4.35.010, REVIEW OF ELECTION
13 DOCUMENTS BY CANVASS BOARD; TO PROVIDE FOR
14 ABSENTEE VOTING IN CITY ELECTIONS BY ELECTRONIC
15 TRANSMISSION.

16
17 THE CITY OF HOMER ORDAINS:

18
19 Section 1. HCC 4.01.020, Definitions, is amended by adding a definition of “electronic
20 transmission” to read as follows:

21
22 “Electronic transmission” means transmission by facsimile machine or electronic mail.

23
24 Section 2. HCC 4.30.030, Application for Ballot, is amended to read as follows:

25
26 4.30.030 Application for Ballot.

27 a. A qualified voter may apply in person, by mail, or by electronic transmission for
28 an absentee ballot. The application must be on a form prescribed or approved by the
29 Clerk, and include the applicant's full residence address, the applicant's signature, the
30 mailing address to which the absentee ballot is to be returned if the application requests
31 delivery of an absentee ballot by mail, and the telephone electronic transmission number or
32 email address to which the absentee ballot is to be returned if the application requests
33 delivery of an absentee ballot by electronic transmission.

34 b. An application requesting delivery of an absentee ballot to the applicant in person
35 may be received by the Clerk on any day after the ballots are prepared and available, but
36 not on election day. An application requesting delivery of an absentee ballot to the
37 applicant by mail must be received by the Clerk not earlier than the first day of the year in
38 which the election is to be held or later than the Friday preceding the election. An
39 application requesting delivery of an absentee ballot to the applicant by electronic
40 transmission must be received by the Clerk not later than 5:00 p.m. on the day before the
41 election.

42 ~~1. By Mail. A qualified voter may apply for an absentee ballot by mail not earlier~~
43 ~~than the first day of the year in which the election is to be held or later than the Friday~~
44 ~~preceding the election. The application shall include the address to which the absentee~~
45 ~~ballot shall be sent and the applicant's full Alaska residence address and signature.~~
46

47 ~~2. In Person. A qualified voter may apply for an absentee ballot in person by~~
48 ~~signing the absentee voter register on any day after the ballots are prepared and available,~~
49 ~~but not on election day.~~

50 c3. Special needs voting. A qualified voter may apply for an absentee ballot through a
51 personal representative on the day of, or not more than fifteen days before the date of a regular
52 election. The written application shall contain the statement that he is a qualified voter of the
53 City and his full Alaska residence address and that he will not be able to go to the polling place
54 due to age, illness or disability and that he has not voted in any other manner in that election. The
55 personal representative must sign the application and provide his residence and mailing
56 addresses. The election supervisor is responsible for the procedures for special needs voting and
57 may use the State procedures.

58
59 Section 3. Homer City Code 4.30.050, Materials for Absentee Voting, is amended to
60 read as follows:

61
62 4.30.050 Materials for Absentee Voting.

63 a. Each absentee voter who votes in person shall be supplied with an Oath and Affidavit
64 Envelope.

65 b. Each absentee voter who votes by mail shall be supplied with ~~There shall be a~~
66 ~~small blank envelope or secrecy sleeve and a return envelope for by mail absentee voting or an~~
67 ~~Oath and Affidavit Envelope for in person absentee voting, supplied to each absentee voter. On~~
68 ~~the return envelope, for absentee by mail voting, there shall be an affidavit of voter qualification,~~
69 ~~with provision for attesting by a witnessing officer, or one witness, who shall be at least eighteen~~
70 ~~years of age. The following notice shall appear on the return envelope: "Ballot Enclosed".~~

71 c. Each absentee voter who votes by electronic transmission shall be supplied with a
72 transmittal form, instructions for returning the completed ballot by electronic
73 transmission, and a ballot that contains the following statement: "I understand that, by
74 using electronic transmission to return my marked ballot, I am voluntarily waiving a
75 portion of my right to a secret ballot to the extent necessary to process my ballot, but
76 expect that my vote will be held as confidential as possible," followed by the voter's
77 signature and date of signature.

78
79 Section 4. Homer City Code 4.30.060, Issuance of Ballot by Mail or in Person, is
80 amended to read as follows:

81
82 4.30.060 Issuance of Ballot by Mail or in Person.

83 Before delivering any ballot, the Clerk shall verify the applicant's right to vote and may
84 require the applicant to comply with the challenged ballot procedure. Upon issuing an absentee
85 ballot, the Clerk shall note the date of delivery, ~~or mailing~~ or electronic transmission either on
86 the in person Oath and Affidavit Envelope or on the application for absentee ballot. The Clerk
87 shall have available for public inspection the names and addresses of persons who voted
88 absentee.

89
90 Section 5. Homer City Code 4.30.070, Casting Absentee Ballot, is amended to read as
91 follows:

93 4.30.070 Casting Absentee Ballot.

94 a. Upon receipt of an absentee ballot by mail, the voter whether in or outside the State, in
95 the presence of two attesting witness, both of whom are at least eighteen years of age, or before
96 an Election Judge, notary public, commissioned District Judge or Magistrate, United States
97 Postmaster, or other person qualified to administer oaths, may proceed to mark the ballot in
98 secret, to place the ballot in the small blank envelop or a secrecy sleeve, to place the small
99 envelop or secrecy sleeve in the larger envelop and to sign the voter's certificate on the back of
100 the larger envelop in the presence of the above-listed officials or designated persons who shall
101 sign as attesting witnesses. The voter may then return the envelope with the properly enclosed
102 ballot or postmarked not later than the day of election, to the Clerk for delivery to the Canvass
103 Board.

104 b. Upon receipt of an absentee ballot through special needs voting the voter may proceed
105 to mark the ballot in secret, to place the ballot in a small blank envelop or a secrecy sleeve, to
106 place the small envelop or secrecy sleeve in the larger envelop and to sign the voter's certificate
107 on the larger envelop in the presence of the personal representative, who shall sign as an attesting
108 witness. The personal representative shall return the envelop with the properly enclosed ballot to
109 the clerk or to a City Polling Place by 8 pm. on Election Day for delivery to the Canvass Board.

110 c. Upon receipt of an absentee ballot in person, the voter shall proceed to mark the ballot
111 in secret, to place the ballot in the small blank envelop or secrecy sleeve, to place the small
112 envelop or secrecy sleeve in the larger envelop and to sign the voter's certificate on the back of
113 the larger envelop in the presence of the Clerk or a designated election official who shall sign as
114 attesting witness and retain it for delivery to the Canvass Board.

115 d. Upon receipt of an absentee ballot by electronic transmission the voter may
116 proceed to mark the ballot in secret, sign the statement required by HCC 4.30.050(c), and a
117 statement executed under oath as to the voter's identity, witnessed by an official authorized
118 to administer oaths or an individual who is 18 years of age or older.

119
120 Section 6. Homer City Code 4.35.010, Review of election documents by Canvass Board,
121 is amended to read as follows:

122
123 4.35.010 Review of election documents by Canvass Board.

124 a. The Clerk shall, subject to confirmation of the City Council, appoint a Canvass Board
125 of as many members as required to accomplish the canvass in reasonable time. All members of
126 the election canvass board, before entering upon their duties, must subscribe to the oath required
127 of all public officers by the Constitution of the State of Alaska in the manner prescribed by the
128 Clerk. The Canvass Board will review the preliminary certificates of election and all official
129 documents of the precinct Election Boards and the Counting Center boards.

130 b. Not later than the Monday following each election, the Canvass Board shall meet in
131 public session and canvass all election returns. The Canvass Board may be recessed from day to
132 day, but not more than three such recesses. In full view of those present, the election Canvass
133 Board shall judge the applicability of absentee and questioned ballots, shall open and tally those
134 accepted, and shall compile the total votes cast in the election. The canvass of ballots counted by
135 the Counting Center shall be accomplished by reviewing the tallies of the recorded vote to check
136 for mathematical error by comparing totals with the Counting Center logs and certificates of
137 results. All obvious errors found by the election canvass in the transfer of totals from the precinct
138 tally sheets to the precinct certificate of results shall be corrected by the Canvass Board. A

139 mistake which has been made in precinct returns from the tallies to the certificate of results,
140 empowers the Canvassing Board to recommend a recount of the results of the precinct or
141 precincts for that portion of the returns in question.

142 c. To be counted in the election, an absentee ballot by mail must be postmarked by
143 midnight of election day and received by the Clerk before the canvass. Envelopes of absentee
144 ballots my mail ~~Ballot envelopes~~ received after that time shall not be opened, but shall be
145 marked "invalid" with the date and hour of receipt noted thereon, and shall be retained with other
146 ballots of the election. An absentee ballot that is returned by electronic transmission must
147 be received by the Clerk not later than 8:00 p.m. on election day in order to be counted.
148 When the Clerk receives a completed absentee ballot by electronic transmission, the Clerk
149 will remove the ballot portion of the transmission from the portion that identifies the voter;
150 place the ballot portion in a secrecy sleeve and seal the secrecy sleeve; place the sealed
151 secrecy sleeve in an envelope of the type used for absentee ballots returned by mail and seal
152 that envelope; attach the voter identification portion to the outer envelope; and forward
153 the sealed outer envelope to the Canvassing Board.

154 d. Questioned and absentee ballots shall be counted as follows: No questioned or
155 absentee ballot by mail shall be counted if the voter has failed to properly execute the
156 certificate, if the witness or the officer or other person authorized by law to administer the oath
157 fails to affix his signature; or if the voter fails to enclose his marked ballot inside the small
158 envelop or secrecy sleeve provided. No absentee ballot by electronic transmission shall be
159 counted if the voter has failed to properly execute the certificate, or if the witness or the
160 officer or other person authorized by law to administer the oath fails to affix his signature.
161 The Clerk or a member of the election Canvass Board may challenge the name of an absentee
162 voter if he has good reason to suspect that the voter is not qualified to vote, is disqualified, or has
163 already voted at the same election. The person making the questioned ballot shall specify the
164 basis of the challenge for the record. The Canvassing Board, by majority vote, may refuse to
165 accept the challenge and count the ballot of a person properly challenged. If the ballot is refused,
166 the Clerk shall notify the challenged voter by letter within four weeks of the canvass. All rejected
167 ballots shall be enclosed in a separate envelop and shall be labeled "rejected ballots" retained
168 with other materials of the election. If the ballot is not rejected, the large envelope shall be
169 opened, the small inner envelop or secrecy sleeve shall be placed in a container and mixed with
170 other blank absentee ballot envelopes, or in the case of counting questioned ballots, with other
171 blank questioned-ballot envelopes, the mixed small blank envelopes or secrecy sleeves shall be
172 drawn from the container, opened, and the ballots counted according to the rules of determining
173 properly marked ballots.

174 e. If a tie vote exists and only one of the candidates so tied may hold office under the
175 laws establishing the office voted for, the tie shall be broken by a single coin-toss conducted by
176 the City Council at a regular or special meeting. The first candidate to have filed a candidacy
177 declaration shall call the coin during the toss. A tied candidate may designate a representative to
178 participate in the coin toss in his absence. The designation shall be made in such a manner that
179 the Clerk is assured of its authenticity.

180 f. The candidate receiving the required forty percent and the plurality of the total votes
181 cast for his respective office or in the case of a tie winning the coin toss provided at (e) shall be
182 determined to have been elected to that office. The Council shall certify the results of the
183 election at the next regular or special City Council meeting following completion of the canvass
184 by the Canvassing Board.

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-23

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager/Police Chief

1. City Council Regular Meeting June 11, 2012 Introduction
 - a. Memorandum 12-092 from Police Chief as backup
 - b. Standard Agreement Form

2. City Council Regular Meeting June 25, 2012 Public Hearing and Second Reading
 - a. Memorandum 12-092 from Police Chief as backup
 - b. Standard Agreement Form

CITY OF HOMER
HOMER, ALASKA

City Manager/Police Chief

ORDINANCE 12-23

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ACCEPTING AND APPROPRIATING AN ALASKA DEPARTMENT OF TRANSPORTATION (ADOT) REIMBURSEMENT OF UP TO \$6,720.00 FOR COMMERCIAL VEHICLE ENFORCEMENT INSPECTIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Homer Police Department (HPD) has received a contract from ADOT for reimbursement for Commercial Vehicle Inspections; and

WHEREAS, The State will reimburse the HPD up to \$6,720.00; and

WHEREAS, This is at a rate of \$105.00 for a level one inspection, \$83.00 for a level two inspection and \$28.00 for a level three inspection.

NOW, THEREFORE, BE IT ORDAINED by the City of Homer:

Section 1. That the ADOT reimbursement of up to \$6,720.00 for Commercial Vehicle Inspections is accepted and appropriated as follows:

| | | |
|--------------------|--|---------------|
| Revenue: | | |
| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
| 157-731 | ADOT Commercial Vehicle Inspection Reimbursement | \$6,720.00 |
| Expenditure: | | |
| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
| 157-731 | ADOT Commercial Vehicle Inspection Reimbursement | \$6,720.00 |

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

PASSED AND ENACTED by the Homer City Council this _____ day of _____, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

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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 Wrede City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____

Fiscal Note: Fiscal information included in body of Ordinance.



CITY OF HOMER POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM 12-092

DATE: May 29th, 2012
TO: Walt Wrede, City Manager
FROM: Mark Robl, Chief of Police *mm*
SUBJECT: Commercial Vehicle Enforcement Contract Renewal

The state has offered to renew our commercial vehicle enforcement contract with them for the summer season. A copy of the new contract is attached. We have been doing commercial vehicle safety and condition inspections in Homer for 11 years. This is a very important public safety program that should continue. I request that we obtain council approval to renew this contract.

Fiscal Note:

| | | |
|--------------|--------------|---------|
| Revenue: | 151-731-4512 | \$6,720 |
| Expenditure: | 151-731 | \$6,720 |

STANDARD AGREEMENT FORM

| | | | |
|--|--------------------|-----------------------------------|---------------------------------------|
| 1. Agency Contract Number 12-PD-001 | 2. ASPS Number | 3. Financial Coding | 4. Agency Assigned Encumbrance Number |
| 5. Vendor Number | | 6. Alaska Business License Number | |
| This contract is between the State of Alaska | | | |
| 7. Department of Transportation and Public Facilities | | Division MSCVE | hereafter the State, and |
| 8. Contractor City of Homer Police Department | | | hereafter the Contractor |
| Mailing Address 4060 Heath Street | Street or P.O. Box | City Homer | State AK Zip + 4 99603 |
| <p>9.</p> <p>ARTICLE 1. Appendices: Appendices referred to in this Contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this Contract begins <u>Jun. 1, 2012</u> and ends <u>September 30, 2012.</u></p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed <u>\$6,720</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p> | | | |
| 10. Department of Transportation and Public Facilities | | Attention: Division of MSCVE | |
| Mailing Address 11900 Industry Way, Bldg. M; Anchorage, AK 99515 | | Attention: Ulf Petersen | |

| | | | |
|--|------------------------------|--|---|
| 11. CONTRACTOR | | | |
| Name of Firm City of Homer | | | |
| Signature of Authorized Representative | | Date | |
| Typed or Printed Name of Authorized Representative | | | |
| Title | Employer ID No. (EIN) or SSN | | |
| 12. CONTRACTING AGENCY | | | |
| Department/Division DOT&PF; MSCVE | | Date | Signature of Head of Contracting Agency or Designee |
| Signature of Project Director | | Date | |
| Typed or Printed Name of Project Director Rex Young | | Typed or Printed Name Daniel V. Smith | |
| Title Chief, Commercial Vehicle Enforcement | Title Director, MSCVE | | |
| <p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 – 820. Other disciplinary action may be taken up to and including dismissal.</p> | | | |

NOTICE: This Contract has no effect until signed by the head of the contracting agency or designee.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this Contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this Contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this Contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspection and Reports.

- 2.1 The department may inspect, in a manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2 The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this Contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The Contractor shall send to each labor union, or representative of workers with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places to all employees and applicants for employment.
- 4.4 The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every Contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any Contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the Contract or subcontract.
- 4.5 The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this Contract for services rendered before the effective date of termination.

Article 6. No assignment or Delegation.

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the Contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the Contractor shall pay all federal, State and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this Contract agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials.

Article 11. Governing Law.

This Contract is governed by the laws of the State of Alaska. All actions concerning this Contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the General Provisions of this Contract supersede any provisions in other appendices.

Article 13.

Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14.

Covenant Against Contingent Fees.

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this Contract without liability or in its discretion deduct from the Contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 15.

Civil Rights of Clients

1. The Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 594 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, Alaska Statute 18.80.200-280, and pertinent portions of the Code of Federal Regulation (CFR) for implementation of the foregoing.

The Contractor shall make no distinction or discriminate against the client, recipient, applicant or beneficiary of the Department's federally assisted programs on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap. No client, recipient, applicant or beneficiary of these federally assisted programs shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Department has responsibility.

2. Distinction on the ground of race, color, age, national origin, sex, political belief, religious creed, or handicap includes:
 - a. Any type of segregation, separate or different treatment, or other discrimination on that ground;
 - b. The imposition of any admission, enrollment, quota eligibility, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or to be afforded an opportunity to participate in the program if the race, color, age, national origin, sex, political belief, religious creed, or handicap of individuals is considered in determining whether they meet any such requirement or condition;
 - c. The use of membership in a group as a basis for the selection of individuals for any purpose if in selecting members of the group there is discrimination on the grounds of race, color, age, national origin, sex, political belief, religious creed, or handicap;
 - d. The assignment of personnel to provide services, or the assignment of times or places for the provision of service, on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap of the individual to be served.
3. In determination of whether a Contractor is illegally discriminating in the provision of benefits or services, consideration shall be given to the purpose of the service as expressly stated in any federal statute, state statute, or local statute or ordinance adopted by an elected general purpose legislative body. In making such determination it shall be acknowledged that certain federal, state or local funding is legally designated for specific groups by age, sex, handicap, income, or other specific and legal eligibility criteria. For example, programs for the aging, blind, disabled and youth provide services legally only for those groups. Also, institutions may legally serve a special age, sex, or handicap group depending upon their protective treatment, or rehabilitative needs and funding sources to provide the services.

Article 16.

Written Notice of Change in Contract Amount.

Subject to the availability of spending authority to the Department of Transportation and Public Facilities to fund this agreement, and provided such spending authority is not revoked, rescinded, reduced, or withheld, the total amount shall not exceed \$6,720. The Department will promptly provide the Contractor written notice if funding under this agreement is revoked, rescinded, reduced, or withheld, and the effective date of such action.

**APPENDIX B
INDEMNITY AND INSURANCE**

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contract's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Worker' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. & Jones Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 2.3 Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 2.4 Professional Liability Insurance:** Covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required are per the following schedule:

| Contract Amount | Minimum Required Limits |
|-----------------------------|---|
| Under \$100,000 | \$300,000 per Occurrence/Annual Aggregate |
| \$100,000 - \$499,999 | \$500,000 per Occurrence/Annual Aggregate |
| \$500,000 - \$999,999 | \$1,000,000 per Occurrence/Annual Aggregate |
| \$1,000,000 or over | Refer to Risk Management |

APPENDIX C DESCRIPTION OF SERVICES

This Contract is for the inspection of commercial vehicles operating within the City of Homer. These inspections are intended to determine the appropriateness of driver credentials as well as roadworthiness of commercial vehicles with the ultimate goal of having a measurable impact on improving commercial vehicle safety in Homer.

Inspections will not be conducted at manned weigh stations except for training purposes. Inspections will be conducted at locations that are adequate to protect the safety of drivers and enforcement personnel. Inspections will be conducted during carriers' normal day-to-day operations, not in carriers' facilities, except as noted below. Unmarked commercial vehicles will be especially targeted for inspections to focus on the marking requirements in CFR 390.21.

The Contractor agrees to conduct 32 Level I inspections per officer to be performed by Commercial Vehicle Safety Alliance (CVSA) certified officers during the term of this agreement. **To be reimbursable under this agreement, the 32 Level I inspections per officer must be completed throughout the remainder of the federal fiscal year as follows: 8 inspections in June, 8 inspections in July, 8 inspections in August, and 8 inspections in September.** Up to 8 of these 32 inspections may be conducted at carriers' facilities as Level V inspections. The Contractor shall use a laptop with ASPEN software during inspections and shall upload inspections within 48 hours of the time of inspection. Paper forms shall only be used if the laptop is not working. Paper inspection reports must be submitted to the following address within 48 hours of the time of inspection: MCSAP Clerk, Commercial Vehicle Operations, 11900 Industry Way, Bldg. M., Anchorage, AK 99515.

FMCSA's technical support hotline at (617) 494-3003 shall be the primary contact for ASPEN support or inspection upload issues.

Reimbursement to the Contractor will be based on the following:

Inspections

For all inspections conducted by CVSA certified personnel **according to the schedule presented in bold above**, the Contractor will be reimbursed at the rate of \$105.00 for Level I or V inspections, \$83.00 for Level II inspections and \$28.00 for Level III inspections completed, up to a maximum of \$6,720 for the duration of the contract. Compensable inspections include those that are complete, correct, legible, and acceptable for uploading into SafetyNet. The most precise 49 CFR code must be used. Inspections that are found to be unacceptable in any way are ineligible for reimbursement and may be returned to the Contractor. Reinspections are not reimbursable.

Equipment

The Contractor agrees to provide vehicles, fuel, communications equipment, administrative oversight, clerical support and all other operating requirements in performing the obligations of this agreement.

Billing

The Contractor will send to the address noted in item 9 article 4.2 and item 10 of this agreement no later than the 30th calendar day of the subsequent month, a monthly activity report for the previous month's activity. At a minimum, this report will identify for each inspection being billed for the month, the inspection form number, inspector, and type of inspection completed during the reporting period. This will be compared to the MSCVE SafetyNet database as a quality control check. An invoice for conducting the inspections will be included with this monthly report, and will be for the period identified by the report. Invoices received that do not follow the guidelines established in Appendix C of this agreement will not be subject to reimbursement under this agreement.

**APPENDIX D
PAYMENT DESCRIPTION**

Payment for Contract services shall not exceed \$6,720 for the period of performance of this Contract.

Payment for Contract services shall be on a reimbursable basis. The bill shall itemize the costs for which it is seeking reimbursement, based on the activities and rates associated with those activities listed in Appendix C of this agreement. The bill shall reference the Contract number. Example monthly report is shown below.

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

| Monthly Report of Inspections and Invoice | | | |
|--|-------------------|----------------------|-----------------------|
| Name of Police Agency April 1 - 31, 2010 | | | |
| Item # | Officer's Perm ID | Inspection Number | Inspection Type |
| 1 | For Example: DW42 | 22222 | Level 1 |
| 2 | DW42 | 22223 | Level 1 |
| 3 | DW42 | 22224 | Level 1 |
| 4 | DW42 | 22225 | Level 1 |
| 5 | DW42 | 22226 | Level 1 |
| 6 | DW42 | 22227 | Level 1 |
| 7 | DW42 | 22228 | Level 1 |
| 8 | DW42 | 22229 | Level 1 |
| 9 | DW42 | 22230 | Level 1 |
| 10 | DW42 | 22231 | Level 1 |
| 11 | DW42 | 22232 | Level 1 |
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| 25 | DW42 | 22246 | Level 1 |
| 26 | DW42 | 22247 | Level 1 |
| 27 | DW42 | 22248 | Level 1 |
| 28 | DW42 | 22249 | Level 1 |
| 29 | DW42 | 22250 | Level 1 |
| 30 | DW42 | 22251 | Level 1 |
| 31 | DW42 | 22252 | Level 1 |
| 32 | DW42 | 22253 | Level 1 |
| 33 | DW42 | 22254 | Level 1 |
| 34 | DW42 | 22255 | Level 1 |
| Invoice | | | |
| Total Level 1 Inspections | | 13 | @\$105/ea. \$1,365.00 |
| Total Level 2 Inspections | | 15 | @\$83/ea. \$1,245.00 |
| Total Level 3 Inspections | | 6 | @\$28/ea. \$168.00 |
| Total Invoice | | 34 | \$2,778.00 |

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-24

An Ordinance of the City Council of Homer, Alaska, Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation.

Sponsor: City Manager

1. City Council Regular Meeting June 11, 2012 Introduction
2. City Council Regular Meeting June 25, 2012 Public Hearing and Second Reading
 - a. Ordinance 12-24(A) as amended by Council

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 12-24(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ADOPTING HOMER CITY CODE 1.16.040, DISPOSITION OF SCHEDULED OFFENSES—FINE SCHEDULE; AND HOMER CITY CODE CHAPTER 19.20, PARKS AND RECREATIONAL FACILITIES; TO PROVIDE REGULATIONS FOR THE USE OF CITY PARKS AND PENALTIES FOR THEIR VIOLATION.

WHEREAS, It is in the best interest of the City to protect park resources and infrastructure and to insure public safety within the parks; and

WHEREAS, It is in the interest of the City to collaborate with other organizations that support City parks in order to maximize resources and protect and improve these valuable public assets.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. HCC 1.16.040, Disposition of Scheduled Offenses—Fine Schedule, is adopted to read as follows:

1.16.040 Disposition of Scheduled Offenses—Fine Schedule.

(a) A person cited for an offense for which a fine is established in subsection (c) of this section may mail or personally deliver to the Finance Director the amount of the fine indicated on the citation for the offense plus any surcharge required to be imposed by AS 29.25.074, together with a copy of the citation signed by the person indicating the person's waiver of court appearance, entry of plea of no contest, and forfeiture of the fine. A citation for a scheduled offense may be mailed or personally delivered within fifteen (15) days after the date of the citation. The payment of a fine under this subsection shall be treated as a judgment of conviction. The fine paid is complete satisfaction for the offense.

(b) If a person cited for an offense for which a fine amount is established in subsection (c) of this section appears in court to contest the citation and is found guilty, the maximum sentence which may be imposed is the scheduled fine amount plus any surcharge required to be imposed by AS 29.25.074.

(c) The following violations of this code are amenable to disposition without court appearance upon payment of a fine in the amount listed below.

| CODE SECTION | DESCRIPTION OF OFFENSE | FINE |
|---------------|------------------------|-------|
| HCC 19.20.020 | General rules | \$300 |
| HCC 19.20.030 | Park closure | \$300 |

Section 2. HCC Chapter 19.20, Parks and Recreational Facilities, is adopted to read as follows:

Chapter 19.20
PARKS AND RECREATIONAL FACILITIES

Sections:

- 19.20.010 Definitions.
- 19.20.020 General Rules.
- 19.20.030 Park Closure.
- 19.20.040 Park Use Agreements.
- 19.20.050 Campground Host Program.
- 19.20.060 Regulations.
- 19.20.070 Remedies and Penalties.

19.20.010 Definitions. In this chapter:

“Camp” means using an outdoor area or motor vehicle for sleeping or temporary living quarters, including without limitation erecting a tent or other temporary shelter.

“Park” means an area designated as a park, reservation, playground, beach, recreation area, owned or managed by the city and devoted to active or passive recreation.

19.20.020 General Rules. The following general rules govern the public use of parks:

a. No person may deface, disfigure, damage, tamper with, or displace or remove, any building, structure, table, bench, fireplace, sign, notice or placard in a park.

b. No person may dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs, or plants, downed timber or other wood, or materials, or make any excavation, in a park, except in accordance with adopted city beach policy.

c. No person may cut, pick or damage trees, flowers or other vegetation in a park.

d. No person may camp in a park except in an area and at a time designated for that purpose by the city manager.

e. No person may light, build, use or maintain an open fire or portable camp stove in a park except in a receptacle or area designated for that use. No person may leave an open fire or operating portable camp stove unattended. No person may use a flammable liquid other than charcoal lighting fluid to start or accelerate a fire.

~~f. No person may bring any alcoholic beverage, or drink any alcoholic beverage in a park, and no person under the influence of any alcoholic beverage may enter or remain in a park.~~

g. No person may discharge a firearm in a park except a peace officer acting within the scope and authority of the officer’s employment.

h. No person may operate, or stop, stand or park, a motorized vehicle in a park except:

1. In an area designed for the use, and in a manner permitted by the designation;

or

2. Construction, enforcement, maintenance or emergency vehicles operated by the state, the Kenai Peninsula Borough, the city or their respective contractors.

i. Where the operation of motor vehicles is permitted in a park, motor vehicles shall be operated in accordance with posted speed limits, in a prudent and safe manner, and at a speed not exceeding ten (10) miles per hour in parking areas.

j. A person having control or supervision of an animal that excretes feces in a park shall immediately collect and properly dispose of the feces.

89 k. No person may dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes,
90 cans, dirt, rubbish, waste, garbage or refuse, or other trash, or water, sewage or effluent from
91 sinks, portable toilets or other plumbing fixtures, directly upon the surface of land or water in a
92 park.

93 **I. Dumpsters provided at park facilities are intended for park use only.**

94
95 **19.20.030 Park Closure.**

96 a. The city manager may designate times during which a park is closed to the public.

97 b. The city manager shall notify the public of times during which a park is closed to the
98 public by the placement of signs at entrances to the park or within the closed area. No person
99 may enter or remain in a park during the hours of closure designated on such a sign.

100
101 **19.20.040 Park Use Agreements.**

102 The council by resolution may authorize an agreement between the city and an
103 organization providing for the organization's use, operation and maintenance of facilities within
104 a park. The agreement will address such issues as scheduling, litter, sanitary facilities, damage,
105 crowd control, traffic control, noise, insurance and public notice.

106
107 **19.20.050 Campground Host Program.**

108 The council by resolution may authorize the city manager to establish a campground host
109 program for designated city parks, under which volunteers will provide campground host
110 services to park users.

111
112 **19.20.060 Regulations.**

113 The city manager is authorized to promulgate regulations, in addition to the rules stated
114 in this chapter, to regulate the use of park and recreational facilities.

115
116 **19.20.070 Remedies and Penalties.**

117 Remedies and penalties for violations of this chapter are as provided in Chapter 1.16.

118
119 **Section 3.** This Ordinance is of a permanent and general character and shall be included
120 in the City Code.

121
122 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
123 _____ 2012.

124
125 CITY OF HOMER

126
127
128
129 _____
130 JAMES C. HORNADAY, MAYOR

131 ATTEST:

132
133 _____
134 JO JOHNSON, CMC, CITY CLERK

135 YES:

136 NO:

137 ABSTAIN:

138 ABSENT:

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141 First Reading:

142 Public Hearing:

143 Second Reading:

144 Effective Date:

145

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147 Reviewed and approved as to form:

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149

150

151 _____
Walt E. Wrede, City Manager

152

153 Date: _____

Thomas F. Klinkner, City Attorney

Date: _____

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-25

An Ordinance of the Homer City Council Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 11, 2012 Introduction
 - a. Transfer of Responsibilities Agreement (TORA) between State of Alaska Department of Transportation and Public Facilities and the City of Homer
 - b. Resolution 06-72
 - c. Ordinance 02-23(S)
 - d. Ordinance 85-14

2. City Council Regular Meeting June 25, 2012 Public Hearing and Second Reading
 - a. Transfer of Responsibilities Agreement (TORA) between State of Alaska Department of Transportation and Public Facilities and the City of Homer
 - b. Resolution 06-72
 - c. Ordinance 02-23(S)
 - d. Ordinance 85-14

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 12-25

AN ORDINANCE OF THE HOMER CITY COUNCIL
AMENDING THE OFFICIAL ROAD MAINTENANCE MAP OF
THE CITY OF HOMER BY ADDING A PORTION OF
OHLSON LANE AND WEST BUNNELL AVENUE AS URBAN
ROAD; AND A PORTION OF MISSION ROAD AS RURAL
ROAD.

WHEREAS, The City Council passed Resolution 06-72, resolving that in exchange for construction by The Alaska Department of Transportation and Public Facilities (ADOT/PF) of the Homer Spit Trail and the End of the Road Park; the City would in part assume ownership and maintenance and operations responsibility for West Bunnell Avenue, Ohlson Lane and East Mission Road; and

WHEREAS, ADOT/PF recommended this project to the Governor for funding and scored the project highly because of the commitments contained in Resolution 06-72; and

WHEREAS, The City and ADOT/PF are prepared to enter into a Transfer of Responsibilities Agreement (TORA) that will 1) provide funding (through ADOT/PF) for the construction of Phase II of the Homer Spit Trail and improvements to the End of the Road Park, and 2) obligate the City to assume ownership and maintenance responsibility for Ohlson Lane, West Bunnell Avenue and Mission Road; and

WHEREAS, The City of Homer has determined that it is necessary to provide minimum standards to regular design and construction of public streets, roads, and highways within the City of Homer; and

WHEREAS, Ordinance 85-14, HCC 11.04.055, adopted July 2, 1985, provides appropriate street design and construction standards as well as an official maintenance map to record streets officially accepted for maintenance; and

WHEREAS, HCC 11.04.055 provides that the City shall not accept maintenance responsibility for any road or street which is not constructed or reconstructed to the adopted standards unless the road is shown on the Official Road Maintenance Map, as amended via Ordinance 02-23(S), adopted June 10, 2002, of the City of Homer; and

WHEREAS, West Bunnell Avenue and a portion of Ohlson Lane have been duly reviewed and approved by the Department of Public Works and recommended for acceptance by the City of Homer as an Urban Road; and a portion of Mission Road has been duly reviewed and approved by the Department of Public Works and recommended for acceptance by the City of Homer as a Rural Road.

47 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

48

49 Section 1. Pursuant to the Provisions contained in HCC 11.04.55 (a) through (e) the
50 Official Road maintenance Map is hereby amended as follows:

51

| <u>Roadway Name</u> | <u>Location</u> | <u>Linear Feet</u> | <u>Mile Class</u> |
|----------------------|-------------------------------------|--------------------|-------------------|
| 54 Ohlson Lane | Sterling Hwy. to W. Bunnell Ave. | 890 | Urban |
| 55 West Bunnell Ave. | Ohlson Lane to Main St. | 423 | Urban |
| 56 Mission Road | East End Road to a Point 2763' East | 2,763 | Rural |

57

58 Section 2. This is a non-code ordinance and not of a permanent nature.

59

60 Section 3. A draft copy of the TORA referenced above is attached and incorporated
61 herein. The City Manager is authorized to execute the final TORA provided that it is not
62 substantially changed. The City Manager is also authorized to execute all appropriate deeds and
63 other documents related to the transfer of ROW ownership to the City.

64

65 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
66 _____, 2012.

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ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

93 Reviewed and approved as to form:

94

95

96 Walt Wrede, City Manager

97

98 Date: _____

99

100

101 Fiscal Note: Additional routine annual maintenance costs estimated to be \$13,215

Thomas F. Klinkner, City Attorney

Date: _____

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES
AND
THE City of Homer, Alaska**

For Construction of the Homer Spit Pathway Project

The Parties to this Agreement are the State of Alaska, acting by and through its Department of Transportation and Public Facilities, of P.O. Box 196900, Anchorage, Alaska 99519-6900 (hereinafter called DOT&PF) and the City of Homer, a municipality established under Alaska law, of 491 East Pioneer Avenue, Homer, Alaska 99603-7624 (hereinafter called CITY). This Agreement is effective upon execution by DOT&PF and the City. The DOT&PF and the City are entering into this Agreement pursuant to AS 35.15.080 et seq. and any regulations promulgated thereunder.

Whereas, AS 19.20.060 authorizes the State and the CITY to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

Whereas, the Sterling Highway is a state-owned and maintained roadway; and

Whereas, the CITY has identified pedestrian safety on the Homer Spit, including the portion of the Sterling Highway located thereon, as an area of serious concern; and

Whereas, the CITY adopted Resolution 06-72, wherein the CITY requested that DOT&PF find a creative, alternative method for funding the Homer Spit Trail, and in exchange agreed to assume

- maintenance and operations for the trail
- ownership, maintenance and operations responsibility for West Bunnell Avenue, Ohlson Lane, and East Mission Road; and

Whereas, the Alaska Legislature appropriated funds to DOT&PF in the SFY10 capital budget for Cruise Ship-Related Projects, and \$2,000,000 of this appropriation was allocated to the Homer Spit Pathway project (SLA 15/09/47/22) and subsequently increased to \$2,500,000 by a Revised Program to reallocate funds within the program; and

WHEREAS, the CITY has exercised its authority under State law or local charter to assume the power to plan, design, construct, maintain, finance, hold title to, or otherwise control highways, streets, roads, trails, pedestrian facilities and parks within its

boundaries, and has requested DOT&PF transfer the funds for the Homer Spit Pathway project to the CITY; and

Whereas the City is hereby requesting to assume all responsibility for the planning, design or construction of the Homer Spit Pathway project described in Appendix A (hereinafter also referred to as "the project"),

WHEREAS, the undersigned parties have been authorized to enter into this agreement to cooperatively complete the project under the terms and conditions identified below.

Therefore the parties mutually agree as follows:

- 1 The City agrees to assume all responsibilities relating to the development and construction of the project described in Appendix A which is hereby incorporated and made a part of this Agreement.
- 2 The City agrees to comply and shall require compliance by any subcontractor, with all applicable local, state and federal codes, statutes, and regulations. This specifically includes those under AS 36.05 and any laws relating to civil rights.
- 3 The DOT&PF agrees to transfer \$2,500,000 of the funds appropriated to DOT&PF by the Legislature for the project to a special project account in the State Treasury. The DOT&PF and the CITY agree that any costs required for the completion of this project in excess of the above amount will be secured by the CITY, subject to City appropriations, and may include local funds, additional State General Funds or federal funds.
- 4 DOT&PF Indirect Cost Allocation Plan, overhead, design review, project management, and oversight costs will be provided for from a separate account and not from the funds identified in paragraph 3 above.
- 5 The payment schedule for transferring project funding to the CITY is set out in Appendix B which is hereby incorporated and made a part of this Agreement.
- 6 Prior to transferring the construction funds to the CITY, as described in Appendices A and B, the CITY shall accept, by Commissioner's Quit Claim Deed, all of the existing rights and future maintenance of West Bunnell Avenue, Ohlson Land, and East Mission Road.
- 7 DOT&PF shall be provided the opportunity to approve the scope of work for the design effort prior to solicitation of bids for professional services.

- 8 The CITY shall forward copies of the design development documents to the DOT&PF for review and approval when: 1) the preliminary alignment has been identified, 2) design is 30 percent developed, and 3) upon completion of plans, specifications and estimates (PS&E).
- 9 The CITY shall provide the DOT&PF 90 days to review preconstruction documents.
- 10 The CITY acknowledges that DOT&PF's authority extends only to state owned right-of-way and its facilities. The state's highway right-of-way for the Sterling Highway varies in width at different locations. The current Sterling Highway right-of-way is shown on the Sterling Highway right-of-way map for the Homer Spit Pathway Project No. TEA-021-1(45)/52478 (recorded in the Homer Recording District, Third Judicial District, State of Alaska on January 9, 2001 as Plat No. 2001-2). A copy of this map is attached for reference as Exhibit A. The intersection of Kachemak Drive and the Sterling Highway is shown as Station 0+060.960 on Sheet 4 of Exhibit A. The end of the Sterling Highway near the end of the Homer Spit is shown as Station 6+887.985 on Sheet 7 of Exhibit A.
- 11 Prior to advertisement of the construction contract, the CITY must certify the right-of-way (i.e. land interest in the project site) pursuant to AS 35.15.110 and obtain the DOT&PF's approval.
- 12 Responsibility for the development, construction, maintenance and operation of the project shall be borne by the CITY, subject to the necessary State approvals provided by law.
- 13 The CITY will not initiate construction, construction staging, the construction bid process or procurement of materials until such a time as all needed DOT&PF reviews, permits, and approvals have been obtained and the DOT&PF administrator for this agreement has given written notice to proceed with construction.
- 14 The CITY shall indemnify, defend, and hold harmless the State of Alaska, its officers, agents, employees and contractors for any claims or suits arising out of any CITY assumption of the development, construction, maintenance and property management responsibilities of the project set forth and described in Appendix A to the extent the CITY has assumed those responsibilities and as allowed by law.
- 15 The CITY shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all regulatory agencies.
- 16 The City shall submit a quarterly status report to the DOT&PF. The first report shall be due at the end of the quarter in which the agreement has been executed and subsequent reports

shall be due every three months thereafter until project completion (i.e. after acceptance by the DOT&PF that the CITY has met the requirements of this agreement).

- 17 The CITY shall be responsible for traffic control during installation, maintenance, and operations of any improvements associated with the Homer Spit Pathway Project. DOT&PF hereby authorizes the CITY to perform mobile, short duration work zone traffic control associated with maintenance and operations pursuant to the provisions of Part 6 of the Alaska Traffic Manual. No lane, shoulder, or pathway closures for work zone traffic control will be permitted without DOT&PF review and approval, and shall require Temporary Construction Permits and/or Lane Closure Permits, as needed, issued by the DOT&PF.
- 18 The CITY will not modify any aspect of the existing structural section of the Sterling Highway (the road prism; including lanes, shoulders, and pathway) including, but not limited to, pavement, drainage, and cut or fill needed for the structural integrity of the highway, without written permission of the DOT&PF.
- 19 The CITY and the DOT&PF shall partner in the final inspection of the project. The DOT&PF shall approve the final documents on the project per AS 35.15.110.
- 20 The CITY, upon completion of the project, shall provide the DOT&PF with the final as-built plan set, and the final expenditure report, certified by the CITY, of all costs incurred in the accomplishment of the project.
21. The CITY recognizes that Alaska Administrative Code 02 AAC 45.010 establishes specific audit requirements for agreements executed after August 1, 1985. The CITY agrees to be immediately subject to the audit requirements as set forth in AAC 45.010. The DOT&PF will audit the project upon written project completion notification by the CITY. The CITY shall maintain all project records for three (3) years after the date of project acceptance.
- 22 Within sixty (60) days after the issuance of the final audit report to the DOT&PF or sixty (60) days after acceptance by the DOT&PF that the CITY has met the requirements of this Agreement, the CITY will return the full amount of the grant, less legitimate project expenses, to the State of Alaska.
- 23 The procedures and standards governing termination of this Agreement by the DOT&PF for cause or convenience are set forth in AAC 17.55.050, the terms of which are hereby incorporated by reference.
- 24 If, due to changed circumstances, the DOT&PF or the CITY wishes to terminate this

Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described herein shall, at the option of the DOT&PF, become the DOT&PF's property. If the Agreement is terminated as provided herein, the CITY shall be reimbursed for those actual expenses not otherwise reimbursed under this Agreement which were incurred by the CITY during the Agreement period and which are directly attributable to the CITY's performance of this Agreement. The DOT&PF shall also reimburse the CITY in honoring convenience termination clauses in this Agreement with its contractors as long as these clauses conform to the standard convenience termination clause used by the DOT&PF for similar type contracts (see attached reference). Reimbursement will not exceed the amounts identified in Appendix B.

25 The CITY shall ensure that none of the funds paid under this Agreement will be used for the purposes of lobbying activities before the Alaska State Legislature.

26 The City's administrator for this agreement is Carey Meyer. The DOT&PF's administrator for this Agreement is David Post. Each party agrees to notify the other party in writing of any change in the administrator.

27 Unless changed by prior written notice, all correspondence required by this Agreement must be sent to the following addresses:

City of Homer
Attn: City Manager
491 East Pioneer Avenue
Homer, Alaska 99603-7624

State of Alaska
Department of Transportation and Public Facilities
Attn: David Post, Planning Manager
P.O. Box 196900
Anchorage, Alaska 99519-6900

28 The failure of the DOT&PF to insist in any one or more instances upon strict performance by the CITY of any provision or covenant in this agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the CITY unless the waiver is in writing and signed on behalf of the State.

29 This Agreement may be modified or amended only by written Agreement signed by both parties.

APPROVALS:

CITY OF HOMER

APPROVED this _____ day of _____ 2012

Signature: _____

Name: Walt Wrede
Title: City Manager

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 2012, Walt Wrede, City Manager of the City of Homer, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska
My commission expires: _____

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

APPROVED this _____ day of _____, 2012

Signature: _____

Name: Robert Campbell, P.E.

Title: Regional Director, Central Region

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2012, Robert Campbell, P.E., Regional Director of the Central Region of the State Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska

APPENDIX A

A. **Scope of Work – Homer Spit Trail (Phase II):** This project consists of the design, permitting, right-of-way acquisition, bidding, and construction of a trail from the end of the current trail that terminates at the Nick Dudiak Fishing Lagoon parking lot to the end of the Homer Spit. The project also includes utility relocations, trail appurtenances, signing, restroom and parking improvements.

B. **Deliverables:** Bid documents, cost estimates, utility relocation agreements, environmental and regulatory permits

C. **Project tasks:**

Review existing conditions (including previously completed design work)

Obtain additional design survey information

Hold local public informational meetings

Establish recommended alignment

Prepare preliminary cost estimate

Acquire necessary easements/rights-of-way

Prepare bid documents (plans, specifications and engineers estimate)

Acquire necessary environmental/regulatory permits

Secure necessary funding approvals

Bid work/award construction contract

Inspect construction

D. **Schedule:**

Completion of Preconstruction Activities- December 2013

Completion of Construction Activities – December 2015

Project Budget

\$65,000 Spit Trail Completion Legislative Grant; \$63,000 Scenic Byways Grant, \$150,000 Spit Trail Completion Legislative Grant; \$2.5M Spit Trail Completion funding (thru ADOT); Total Funding = \$2,778,000

| <u>Work Item</u> | <u>Item Cost</u> |
|--|-------------------------------|
| Design/Engineering (8%) | \$ 155,083.40 |
| ROW/Easement Acquisition/Permits | \$ 65,000.00 |
| Total Preconstruction = | <u>\$ 220,083.40</u> |
| Trail from Fishing Hole to End of the Road Park | \$ 1,127,767.50 |
| End of the Road Park Improvements | \$ 810,775.00 |
| Basic Construction = | <u>\$ 1,938,542.50</u> |
| Construction Contingency (10%) | \$ 193,854.24 |
| Construction inspection (6%) | \$ 116,312.55 |
| Administration (3%) | \$ 58,156.28 |
| Total Engineering/Inspection = | <u>\$ 368,323.07</u> |
| Total Construction/Engineering/inspection = | <u>\$ 2,306,865.57</u> |
| Total Project Cost = | <u>\$ 2,526,948.97</u> |

APPENDIX B

Payment Schedule:

THERE WILL BE A LUMP SUM PAYMENT TO BE PAID AT THE BEGINNING OF EACH PHASE (PRECONSTRUCTION AND CONSTRUCTION).

\$250,000 will be available upon execution of this contract to begin Preconstruction activities.

\$2,250,000 will be made available upon execution of quitclaim deeds for West Bunnell Avenue, Ohlson Lane, and East Mission Road, review and approval of preconstruction documents and permits by DOT&PF's administrator for this agreement.

DRAFT

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 06-72

A RESOLUTION OF THE HOMER CITY COUNCIL REQUESTING THAT THE ALASKA DEPARTMENT OF TRANSPORTATION COMPLETE THE HOMER SPIT TRAIL FROM THE NICK DUDIAK FISHING LAGOON TO AND INCLUDING END OF THE ROAD PARK.

WHEREAS, Completion of the Homer Spit Trail from the Nick Dudiak Fishing Lagoon to and including the proposed End of the Road Park has been a top City transportation priority for many years, and

WHEREAS, This project scored very high under the TRAAK Program but was never completed because TRAAK funding was severely restricted in subsequent years, and

WHEREAS, This project remains a top priority for the City Council and it wants to see the trail completed because it would improve safety, stimulate commerce, and improve pedestrian circulation on the Homer Spit, and

WHEREAS, The City understands that while money for the construction of trails has largely disappeared, it might be possible for the City and the Alaska Department of Transportation (ADOT/PF) to cooperate and find a creative funding solution that is mutually beneficial to both parties.

NOW THEREFORE BE IT RESOLVED, That the Homer City Council hereby requests that ADOT/PF find a creative, alternative method of funding this vitally important project, and

BE IT FURTHER RESOLVED, that in exchange for funding completion of the Homer Spit Trail and construction of End of the Road Park, the Council hereby agrees to:

- Provide a 25 % local match (cash and/or in-kind) for construction costs
- Assume maintenance and operations responsibility for the trail like it does the existing trail
- Assume ownership and maintenance and operations responsibility for West Bunnell Ave., Ohlson Lane, and East Mission Road.

PASSED AND APPROVED by the Homer City Council this 12th day of June, 2006.

ATTEST:

Mary L. Calhoun
MARY L. CALHOUN, CMC, CITY CLERK

CITY OF HOMER

Val McLay
VAL McLAY, MAYOR PRO TEMPORE

Fiscal Note: 25% of Construction costs to be determined. Maintenance and operations costs for trail and about 1 mile of road.

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 02-23(S)

AN ORDINANCE OF THE CITY OF HOMER CREATING TWO CATEGORIES OF ROAD SERVICE AVAILABLE IN THE CITY OF HOMER, ADOPTING A NEW OFFICIAL ROAD MAP AND AMENDING HOMER CITY CODE SECTION 11.04.055, OFFICIAL MAINTENANCE MAP.

WHEREAS, certain properties were annexed to the City effective March 20, 2002; and

WHEREAS, all of the annexed properties were formerly part of a road service area of the Kenai Peninsula Borough; and

WHEREAS, in the first six months of 2002 road services were provided to the annexed properties by the Kenai Peninsula Borough through its service area; and

WHEREAS, the provision of such services to the annexed properties by the Borough during the first six months of 2002 effectively means that the City of Homer is providing to that area of the City a different level of road service for the remainder of the City for calendar year 2002; and

WHEREAS, the City Council hereby finds that it is reasonable and appropriate to set different categories of road service and to adopt a new Official Road Maintenance Map to incorporate the newly annexed area roads, which have been constructed and maintained at a different standard than pre March 20, 2002 City of Homer Roads.

NOW, THEREFORE, THE CITY OF HOMER HEREBY ORDAINS:

Section 1. Homer City Code Section 11.04.055 is hereby amended to reads as follows:

11.04.055 Official Road Maintenance Map--Adopted. a. The "Official Road Maintenance Map of the City of Homer" is enacted by reference and declared to be part of this chapter in its exact form as it exists on the date that the ordinance codified in this chapter is adopted by the City Council. This map shall be kept in the City offices for public inspection.

b. After the effective date of the ordinance codified in this chapter, the City shall not accept maintenance responsibility for any roads, existing or future, which are not constructed or reconstructed to the standards of this chapter, unless such road is shown on the "Official Road Maintenance Map of the City of Homer."

47
48 c. City maintenance service, as specified on the official map, shall be provided in two
49 categories:

50 ~~on a permanent (year around) basis and on a winter maintenance only basis~~
51 ~~(snowplowing and sanding only). In no case shall a winter maintained road be upgraded to permanent~~
52 ~~maintenance unless it is reconstructed to the standards of this chapter.~~

53 1. Urban Road Maintenance; full level of service for road maintenance on
54 streets that meet the City Standard and these road are first priority, and

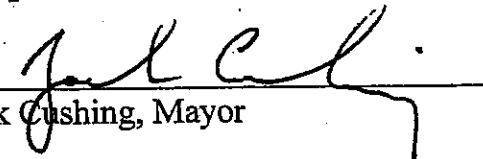
55 2. Rural Road Maintenance, the level of service for roads that do not meet
56 City standards and are determined to deserve a reduced level of service and these roads take
57 second priority.

58 d. If the map becomes lost or damaged, the map or significant parts thereof remaining after
59 partial destruction shall be preserved. The City Council may by ordinance enact a new map which shall
60 be consistent with and supersede the old map.

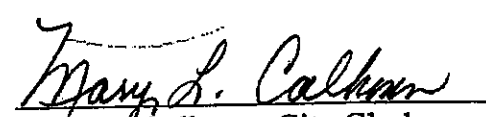
61 e. The map shall be signed by the City Clerk with a note of the date of enactment by the
62 City Council. Amendments by ordinance shall be immediately added to the "Official Road Maintenance
63 Map of the City of Homer" with a notation of the date of enactment of said ordinance by the City
64 Council. (Ord. 87-6(S) §1(part), 1987; Ord. 85-14 (part), 1985).

65
66 **Section 2.** This ordinance is of a permanent and general character and ~~is ordinance~~ *mc*
67 shall be included in the City Code.

68
69 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA,
70 this 10th day of June, 2002.
71 CITY OF HOMER

72
73 
74 Jack Cushing, Mayor

75 ATTEST:

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81 Mary L. Calhoun, City Clerk
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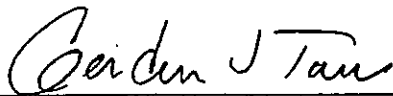
89 Page Three
90 Ordinance 02-23(S)
91 City of Homer

92
93 AYES: 5
94 NOES: 0
95 ABSTAIN: 0
96 ABSENT: 1

97
98
99 First Reading: 5/28/02
100 Public Hearing: 6/10/02
101 Second Reading: 6/10/02
102 Effective Date: 6/11/02

103
104 Reviewed and approved as to form:

105 
106 _____
107 Ronald Wm. Drathman
108 City Manager



Gordon J Tans
City Attorney

109
110
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114
115 Fiscal note: See Ordinance 02-21 and back up. Projection for now is \$121,848 and for
116 2003 is an additional \$193,500.



CITY OF HOMER
HOMER, ALASKA

ORDINANCE 85-14

AN ORDINANCE REPEALING AND RE-ENACTING
CHAPTER 11.04, ESTABLISHING STREET DESIGN
AND CONSTRUCTION STANDARDS

NOW THEREFORE, the City of Homer ordains:

Section 1. Chapter 11.04 of the Homer City Code, Street Construction, is hereby repealed and re-enacted, Street Design and Construction Standards, as follows:

ORDINANCE 85-14
Effective Date: July 2, 1985

Chapter 11.04
STREET DESIGN AND CONSTRUCTION
STANDARDS

Sections:

| | |
|-----------|---|
| 11.04.010 | Intent |
| 11.04.020 | Applicability |
| 11.04.030 | Definitions |
| 11.04.040 | Street Design & Construction Requirements- General |
| 11.04.050 | Master Roads and Streets Plan |
| 11.04.055 | Official Maintenance Map - Adopted |
| 11.04.058 | Design Criteria Manual - Adopted |
| 11.04.060 | Geometric Design |
| 11.04.070 | Required Cross-section |
| 11.04.080 | Drainage and Erosion Control |
| 11.04.090 | Intersections |
| 11.04.100 | Utilities in Right-of-Way |
| 11.04.110 | Street Lighting |
| 11.04.120 | Sidewalks |
| 11.04.130 | Traffic Control Devices and Street Signs |
| 11.04.140 | Construction Requirements |
| 11.04.150 | Violation - Penalty |

11.04.010 Intent. The intent of this chapter is to:

- a. Promote the safety, convenience, comfort, and common welfare of the public by providing for minimum standards to regulate design and construction of public streets, roads, and highways within the City.
- b. Minimize public liability for publicly and privately developed improvements by ensuring that roads and streets will be built to City standards.

11.04.020 Applicability. The requirements of this chapter shall govern the construction or reconstruction of roads and streets within the City of Homer.

11.04.030 Definitions. In this chapter, unless otherwise provided, or the context otherwise requires, the following words and phrases shall have the meanings set forth below:

- a. "Arterial" means a street or highway which provides as a major function the transmission of vehicular through-traffic along its prolongation or length (in preference to traffic entering the street or highway from an abutting lot or intersecting road), and which performs a major role in serving the transportation needs of the community (by serving relatively longer trip lengths with minimal interference and higher speeds), and which is identified as an arterial on the Homer Master Roads and Streets Plan.
- b. "As-built drawings" means the plan and profile drawings of the improvements as constructed, drawn to the same level of detail as the original design drawings.
- c. "Base Course" means a layer of crushed aggregate placed atop the subbase, according to a specified gradation.
- d. "City" means the City of Homer, a municipal corporation, acting through the City Manager and/or his designees.
- e. "Collector" means a street which collects traffic from local streets and/or relatively large traffic generators, and channels it into the arterial system, and is identified as a "commercial/industrial collector" or as a "residential collector" in the Homer Master Plan for Roads and Streets. (A "commercial/industrial collector" is a collector located in a commercial or industrial zoning district, while a "residential collector" is a collector located in a residential district.)
- f. "Cross culvert" means a culvert which crosses beneath the travelled way of a street, such that its ends are exposed on the embankment of each side of the street.
- g. "Cul-de-sac" means a street that is closed at one end and which is therefore required to provide a circular turnaround.
- h. "Design Criteria Manual" means a publication issued by the City of Homer entitled "Design Criteria Manual for Streets and Storm Drainage", dated April 1985.
- i. "Design engineer" is a professional civil engineer, registered in the State of Alaska, who shall perform the project design for the Developer.
- j. "Developer" means a person, firm, association, partnership, corporation, governmental unit, or combination of any of these which proposes to install street improvements, either as part of a subdivision development or as a development project on an existing right-of-way.

- k. "Drainage Management Plan" refers to the City of Homer's documents entitled "Drainage Management Plan - Homer, Alaska" (dated August, 1979) and "Revised Drainage Management Plan - Homer, Alaska" (dated February, 1982).
- l. "Driveway" means an entrance/exit roadway which provides lateral access to a private property from a public right-of-way, and which is located on private property except for its junction with the public road within such right-of-way.
- m. "Driveway intersection" means the junction of a driveway with a street or other public road.
- n. "Local street" is a street which services primarily relatively short trip lengths and low traffic, allowing transmission of traffic from abutting lots to the collector or arterial system, and which does not qualify for designation as a collector or arterial. For the purposes of this ordinance, local streets are segregated into two subclasses: "local residential" streets are those local streets situated in residential zoning districts and "local commercial/industrial" streets are those local streets located in commercial or industrial zoning districts.
- o. "Master Roads and Streets Plan" refers to the document labelled such, adopted by the City of Homer.
- p. "Permanent maintenance" means grading, pavement patching, ditching, culvert thawing, snowplowing, sanding, and other work, performed on an all-seasons basis for maintenance of city streets.
- q. "Right-of-way" means land, property, or interest therein, usually in a strip, acquired for or dedicated to the public for transportation purposes.
- r. "Road" is a general term denoting a public way or track, or any length thereof, generally in rural areas, used for purposes of vehicular travel.
- s. "Roadway" means the portion of a street, road, or highway, including shoulders, for vehicular use.
- t. "Shoulder" means the portion of the roadway contiguous with the travelled way for accommodation of stopped vehicles for emergency use, and/or for lateral support of base and surface courses.
- u. "Street" is a general term denoting a public way or track, or any length thereof, in urban settings, used for purposes of vehicular travel.

- v. "Street intersection" means the junction of two or more public roads, i.e., roads located within public rights-of-way.
- w. "Subbase" means the specified or selected material of planned thickness placed atop the subgrade and below the base course.
- x. "Subdivider" means a person, firm, association, partnership, corporation, governmental unit, or combination of any of these which may hold any recorded or equitable ownership interest in land being subdivided. The term shall also include all heirs, assigns or successors in interest, or representatives of the subdivider, owner, proprietor or developer.
- y. "Subdivision" means the division of a tract or parcel of land into two or more lots, sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, including any subdivision, and when appropriate to the context, the process of subdividing or the land subdivided. A "new subdivision" is a subdivision in which a plat has received preliminary approval prior to the effective date of this chapter. There will be no time extension allowed for said preliminary plat to be considered at a later date.
- z. "Subgrade" means the basement soil material in excavation (cuts), embankment (fills), and embankment foundations immediately below the first layer of subbase and to such depth as may affect the structural design of the roadway.
- aa. "Traveled way" means that portion of the roadway reserved for the movement of vehicles, exclusive of shoulders.
- bb. "Winter maintenance" means snowplowing and sanding of roads during winter months; this definition specifically excludes culvert maintenance and prevention or alleviation of glaciation (aufeis) effects.

11.04.040 Street Construction, Design, and Dedication Requirements - General.

- a. All streets or roads hereinafter constructed or reconstructed within the City of Homer shall adhere to the dedication, design and construction standards set forth in this chapter and shall also be designed and constructed according to the procedures and standards set forth in Chapter 11.20, unless waived as provided in Chapter 11.20.

- b. The City shall require new subdivisions to dedicate the rights-of-way according to the widths specified in Section 11.04.060(f) below, according to the appropriate functional classification. Arterials and collectors are as designated in the Master Roads and Streets Plan.
- c. The Planning Commission shall require the dedication of a half street if the other half of the street has been dedicated or can reasonably be expected to be dedicated, unless it determines the street would be unnecessary or undesirable. It shall further require half-street dedications if the street is on the Master Plan for Roads and Streets Map as a planned improvement or is the logical extension of an existing street.
- d. When a subdivision borders or contains a street designated an arterial on the Master Plan map, the Homer Advisory Planning Commission may require shared access or the dedication of a frontage street. Alternatively, an interior road may be required (along the rear lot lines of the lots abutting the arterial) which will serve the access requirements of all the lots fronting the arterial.

11.04.050 Master Roads and Streets Plan - Adopted.

- a. The City hereby adopts the functional classification system, Master Plan map, and preliminary plans and profiles of future streets contained in the Master Roads and Streets Plan.
- b. In all new subdivisions, excepting those specifically exempted in Chapter 22.10, the subdivider shall be required to dedicate street rights-of-way designated as arterials or collectors on the Master Plan for Roads and Streets map, in general agreement with the location and geometrics outlined on the map and, if preliminary engineering plans have been prepared, in general accordance with the route layout specified therein. The Planning Commission may require adjustments to the proposed plat at the preliminary platting stage if it finds that such geometrics and alignments are not adhered to.
- c. If a development includes a segment of an arterial or collector street as shown on the Master Plan, the developer shall construct the streets on the alignment adopted in the Master Roads and Streets Plan, and according to the geometric requirements (maximum grade, curvature, and intersection grade, and minimum intersection curb return radius) conforming to the respective classification. The developer, in such case, shall be required to construct the street to a 28 foot width (22 foot travelled way and 3 foot shoulder on each

side), in accordance with the minimum requirements of a local residential street; provided, however, that the City may, upon direction of the City Council, elect to require construction to the full standards and pay to the developer the cost difference between the required street and the proposed street.

- d. The City Council shall be empowered to designate additional routes as arterials and collectors beyond those adopted on the Master Plan map.

11.04.055 Official Maintenance Map - Adopted.

- a. The "Official Maintenance Map of the City of Homer" is enacted by reference and declared to be part of this chapter in its exact form as it exists on the date that this ordinance is adopted by the City Council. This map shall be kept in the City offices for public inspection.
- b. After the effective date of this ordinance, the City shall not accept maintenance responsibility for any roads, existing or future, which are not constructed or reconstructed to the standards of this ordinance, unless such road is shown on the "Official Maintenance Map of the City of Homer."
- c. City maintenance service, as specified on the official map, shall be provided on a permanent (year-around) basis and on a winter-maintenance-only basis (snowplowing and sanding only). In no case shall a winter-maintained road be upgraded to permanent maintenance unless it is reconstructed to the standards of this chapter.
- d. If the map becomes lost or damaged, the map or significant parts thereof remaining after partial destruction shall be preserved. The City Council may by ordinance enact a new map which shall be consistent with and supersede the old map.
- e. The map shall be signed by the City Clerk with a note of the date of enactment by the City Council. Amendments by ordinance shall be immediately added to the "Official Maintenance Map of the City of Homer" with a notation of the date of enactment of said ordinance by the City Council.

11.04.058 Design Criteria Manual - Adopted.

The City of Homer hereby adopts by reference the "Design Criteria Manual for Streets and Storm Drainage", dated April 1985. The "Design Criteria Manual" shall augment the standards of this chapter and shall govern site reconnaissance (survey and soils) and design for streets and storm drains.

11.04.060 Geometric Design Requirements.

The following design criteria shall be adhered to on all street construction within the City.

- a. Street alignment. The street construction shall coincide with the right-of-way centerline unless otherwise approved by the City.
- b. Street design. Streets shall be designed to meet the following objectives:
 - 1. To drain adjacent property where possible;
 - 2. To match existing driveways where possible, and in all cases to match existing cross-street grades;
 - 3. To minimize cross-street or driveway grades;
 - 4. To provide drainage of roadways;
 - 5. To facilitate continuity of natural drainage patterns if storm drains are not incorporated in accordance with the Drainage Management Plan.
- c. Grade and curvature maxima. The following design limitations shall apply to grades and curvature according to the street's functional classification:

| <u>CLASSI- FICATION</u> | <u>MAXIMUM GRADE (%)</u> | <u>SHORT DISTANCE MAXIMUM GRADE (%) (Less than 500')</u> | <u>MAXIMUM GRADE ON CURVE (%)</u> | <u>MINIMUM CURVE RADIUS (feet)*</u> |
|-----------------------------|----------------------------------|--|---|---|
| Major arterial | 6. | 8 | 6 | 700 |
| Minor arterial | 8 | 10 | 6 | 600 |
| Collector | 8 | 12 | 6 | 500 |
| Comm./Indus. | | | | |
| Local: Comm./ | 8 | 12 | 6 | 500 |
| Indus. | | | | |
| Collector Res. | 10 | 12 | 8 | 500 ** |
| Local: Res. | 10 | 12 | 8 | 150 ** |

- * Radius shall be measured to right-of-way centerline.
- ** In hilly terrain (as defined by the "Design Criteria Manual"), the minimum curve radius for residential collector streets may be reduced to 275 feet, and the minimum curve for local residential streets may be reduced to 120 feet, upon approval of the City Public Works Engineer.

- d. Street design criteria (e.g., pavement thickness, roadway widths, etc.) shall be based on 20 year traffic forecasts as approved by the City. Forecasts for local streets shall be based on estimated trip generation, said estimates to be obtained on per-unit basis from the "Design Criteria Manual" and standard texts and calculated by the design engineer for the given land-use intensity and type.

- e. Cul-de-sacs must not be longer than 600 feet and must have turnaround, with a minimum radius to outer edge of pavement or shoulder of 38 feet.
- f. Right-of-way, traveled way, and shoulder width standards for city streets shall, at minimum, be as follows:

| <u>FUNCTIONAL CLASS OR TYPE</u> | <u>RIGHT-OF-WAY WIDTH (ft)</u> | <u>TRAVELED WAY WIDTH (ft)</u> | <u>SHOULDER WIDTH, EACH SIDE (ft) *</u> |
|-------------------------------------|------------------------------------|------------------------------------|---|
| Arterial - Major | 100 | 36 | 8 |
| Arterial - Minor | 100 | 24 | 6 |
| Collector - Comm./Indus. | 80 | 24 | 4 |
| Collector - Res. | 80 | 24 | 4 |
| Local (Comm./Indus.) | 70 | 24 | 4 |
| Local (Res.) | 60 | 22 | 3 |
| Cul-de-sac turnaround radius | 50 (radius) | 38 (radius) | 2 |

- * Shoulder width reductions may be allowed on roads with curb and gutter.
- g. The right-of-way width standards of Section 11.04.060(f) above shall constitute minimum dedication requirements for subdivisions for respective street classification. Subdividers and developers shall be required to construct roadways to the width specified for local residential streets, regardless of the street classification.
- h. Other design criteria shall be as specified in the City of Homer "Design Criteria Manual for Streets and Storm Drainage." Further explanation and elaboration of the requirements in (c) through (f) above is also set forth in the "Design Criteria Manual."

11.04.070 Required cross-section.

- a. All cross-section designs shall be performed in conformance with the City of Homer Street Design Manual. Thickness shall be based on analysis of native soil and groundwater conditions, as detailed in the Street Design Manual using limited subgrade frost penetration, reduced subgrade strength, California Bearing Ratio, or other methods as appropriate for the functional classification of each roadway, provided that in no case shall the combined thickness of subbase and base course be less than 24". Base course thickness shall be 4" on paved roads and 6" on unpaved roads.

- b. Prior to the placement of roadway structural fill material, native material shall be excavated to subgrade, and geotextile fabric, of a type approved by the City, shall be placed atop of subgrade prior to placement of structural fill.
- c. Base course and subbase gradation shall be as specified in the City of Homer's "Design Criteria Manual", except as otherwise approved or specified by the City Public Works Engineer.

11.04.080 Drainage and Erosion Control.

- a. An adequate drainage system, which may include necessary storm drainage facilities, drain inlets, manholes, culverts, bridges, and other appurtenances, shall be provided to conduct stormwater efficiently and to protect the roadway's integrity. The flow requirements for each particular drainageway shall be established by the City, using the City Drainage Management Plan as a data base.
- b. Hydraulic structures shall be designed in accordance with the "Design Criteria Manual".
- c. Underground storm drain systems will be required after preparation and official adoption of an official storm drain network plan, if the development occurs on the route of a storm-drain, as provided on such official plan. Storm drains shall be designed in accordance with the "Design Criteria Manual".
- d. Cross culverts shall have a minimum inside diameter of 24", and shall be larger if the flow through said culvert will require larger diameter pipe, as determined by the City Public Works Engineer. Cross-culverts shall be fitted with end sections in all cases. Driveway culverts will be a minimum of 18" in diameter.
- e. Plunge basins or other methods, as approved by the City, shall be employed to dissipate energy at culvert outfalls where the City or design engineer determines such methods are necessary, in accordance with the "Design Criteria Manual".
- f. Ditch lining or other methods shall be required if necessary to prevent ditch erosion.

11.04.090 Intersections (Street and Driveway).

- a. Right-of-way requirements. Rights-of-way shall intersect at an angle as close to ninety degrees as feasible, and in no event at an angle less than sixty degrees.

- b. At all intersections, right-of-way radius returns shall be a minimum of 20 feet. Additional radius shall be required in cases where the intersection angle is less than ninety degrees; the rounding shall permit construction of curb returns or turning radii as required in (c) below, and radius returns in such cases shall not be less than 40 feet.
- c. Curb returns and turning radii. Turning radii at intersections shall be designed and constructed to accommodate the turning path of design turning vehicles with minimal encroachment on shoulders and opposing lanes; the design turning vehicles are as specified in the "Design Criteria Manual", according to the street's functional classification.
- d. The distance between street intersection centerlines shall be not less than 200 feet, measured along the centerline of the intersected street. Street intersections created by new subdivisions shall be spaced at intervals of not less than 600 feet on major arterials, 300 feet on minor arterials, and 200 feet on collectors.
- e. Intersection grades shall not exceed 3% within 60 ft. nor 4% within 100 feet, of the intersection with the through-road centerline. The through-road grade shall not exceed 7% approaching the intersection if possible.
- f. Intersections shall be planned and designed to provide sight distances in accordance with the "Design Criteria Manual."
- g. For new subdivisions, the Homer Advisory Planning Commission may specify separation intervals between driveway and/or street intersections on arterial and collector streets, not to exceed the street intersection interval specified above.

11.04.100 Utilities in Right-of-Way. New streets to be constructed for acceptance by the City shall also include the construction of applicable utilities in accordance with the Development Agreement. Placement of utilities in right-of-way shall be governed by the standards of the City of Homer "Design Criteria Manual."

11.04.110 Street Lighting. Street lighting shall be installed in all streets in conformance with the requirements of the City of Homer "Design Criteria Manual" and the standards of the electric utility.

11.04.120 Sidewalks.

- a. New streets to be accepted by the City may, at the Developer's option, have sidewalks and/or bicycle paths.
- b. Sidewalks and/or bicycle paths shall be designed in accordance with the design criteria of the City of Homer "Design Criteria Manual."

11.04.130 Traffic Control Devices and Street Signs.

- a. Street signs and other traffic control devices, including striping where applicable, shall be provided in accordance with the Alaska Traffic Manual.
- b. Street name signs shall be provided at all intersections, on fixtures and according to style specified in the Alaska Traffic Manual.

11.04.140 Construction Requirements. Street construction within right-of-way dedicated or to be dedicated to the public within the City shall be subject to the following:

- a. Construction methods, materials, and practices for all work related to streets within the City shall conform to the "Design Criteria Manual" of the City of Homer; amendments to these specifications shall be subject to approval or shall be specified by the City of Homer.
- b. Construction procedures and responsibilities shall be as specified in Chapter 11.20.

11.04.150 Violation - Penalty. The violation of any provision contained herein shall be punished under Section 1.16.010.

CITY OF HOMER

Wayne L. Kessler
Wayne L. Kessler, Mayor

ATTEST:

Narda Koby
Narda Koby, Acting City Clerk

Reviewed and approved as to form and content:

Phil C. Shealy
Phil C. Shealy, City Manager

Date: 5/28/85

First Reading: 05/28/85

Public Hearing: 06/10/85

Second Reading: 06/24/85

Date of Adoption: 07/01/85

Effective Date: 07/02/85

A. Robert Hahn
A. Robert Hahn, City Attorney

Date: 5-28-85

ORDINANCE(S)

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-26

An Ordinance of the City Council of Homer, Alaska, Amending Table 3 Permitted Sign Characteristics by Zoning District, Following Homer City Code 21.60.060, Signs on Private Property, to Permit Changeable Copy Signs for Institutional Uses Permitted in the RR, UR And RO Zoning Districts.

Sponsor: Planning

1. City Council Regular Meeting June 25, 2012
 - a. Memorandum 12-102 from City Planner as backup

**CITY OF HOMER
HOMER, ALASKA**

Planning

ORDINANCE 12-26

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING TABLE 3 PERMITTED SIGN CHARACTERISTICS BY ZONING DISTRICT, FOLLOWING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, TO PERMIT CHANGEABLE COPY SIGNS FOR INSTITUTIONAL USES PERMITTED IN THE RR, UR AND RO ZONING DISTRICTS.

THE CITY OF HOMER ORDAINS:

Section 1. Table 3, Permitted Sign Characteristics by Zoning District, following Homer City Code 21.60.060, Signs on private property, is amended to read as follows:

| Table 3. | | | | | | | | | | | | | | |
|-----------------------|----|----|----|---------------|-----|----|-----|-----|-----|------|----|----|-----|-------|
| Sign Type | RR | UR | RO | INS (a) | CBD | TC | GBD | GC1 | GC2 | EEMU | MC | MI | OSR | PS(e) |
| Animated (b) | N | N | N | N | P | P | N | P | N | P | P | N | N | N |
| Changeable Copy (c) | N | N | N | PN | 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 |

Notes to Table 3

- a. The INS column does not represent a zoning district. It applies to institutional uses permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is defined as an established organization or corporation of a public, non-profit or public safety/benefit nature, *i.e.*, schools, churches and hospitals.
- b. Animated signs may not be neon or change colors or exceed three square feet in area.
- c. Changeable Copy signs must be wall or pole mounted, and may not be flashing.
- d. Neon signs may not be flashing and may not exceed 32 square feet.
- e. The PS column does not represent a zoning district. It applies to Public Signs permitted under the zoning code, in all zoning districts.

Section 2. This Ordinance is of a permanent and general character and shall be included in the City Code.

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

C:\Documents and Settings\JJohnson\My Documents\City Council 2012\June 25\ord12-26 changeable signs.DOCX

24 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
25 _____ 2012.

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CITY OF HOMER

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JAMES C. HORNADAY, MAYOR

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ATTEST:

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JO JOHNSON, CMC, CITY CLERK

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YES:

41

NO:

42

ABSTAIN:

43
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ABSENT:

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First Reading:

46

Public Hearing:

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Second Reading:

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Effective Date:

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Reviewed and approved as to form:

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Walt E. Wrede, City Manager

Thomas F. Klinkner, City Attorney

54
55

Date: _____

Date: _____

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

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changeable signs.DOCX



City of Homer Planning & Zoning

491 East Pioneer Avenue
Homer, Alaska 99603-7645

Telephone (907) 235-3106
Fax (907) 235-3118
E-mail Planning@ci.homer.ak.us
Web Site www.ci.homer.ak.us

MEMORANDUM 12-102

TO: Mayor Hornaday and Homer City Council
THRU: Walt Wrede, City Manager
FROM: Rick Abboud, City Planner
DATE: May 21, 2012
SUBJ: DRAFT ORDINANCE 12-XX, AMENDING HOMER CITY CODE HCC 21.60.060, TABLE 3, PERMITTED SIGN CHARACTERISTICS (ALLOWING INSTITUTIONAL SIGNS TO INCLUDE AN OPTION FOR USE OF A "CHANGEABLE COPY" FORMAT)

Introduction

In accordance with HCC 21.95.060 (d), the Planning Commission is submitting its written recommendation regarding a proposed legislative amendment submitted to them by petition. The petition was verified by the City Clerk and Planning Commission held a public hearing at their meeting on May 16, 2012. No other testimony was provided outside of the petitioner's.

Proposed Code Amendment

This is a legislative amendment would allow for all institutions (e.g. churches, schools and hospitals) located in the Rural Residential, Urban Residential, and Residential Office districts the option of using a "changeable copy" format for signage.

Planning Commission recommendation:

The Planning Commission voted 2 in favor of and 5 against the proposed ordinance.

Review by City Council

HCC 21.95.070, Review by City Council. After receiving the recommendations of the Planning Commission regarding an amendment proposal, the City Council shall consider the amendment proposal in accordance with the ordinance enactment procedures in the Homer City Code. The City Council may adopt the proposed amendment as submitted or with amendments, or reject the proposed amendment.

Attachments

1. Draft Ordinance 11-XX
2. Petition and application
3. Staff Report 12-21
4. PC minutes of 5-15-2012



City of Homer Planning & Zoning

491 East Pioneer Avenue
Homer, Alaska 99603-7645

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

STAFF REPORT PL 12-21

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Planning Technician
MEETING: May 16, 2012
SUBJECT: Draft Ordinance 12-xx, Amending Homer City Code HCC 21.60.060,
Table 3, Permitted Sign Characteristics

GENERAL INFORMATION

The Paul Banks Elementary School PTA circulated a petition to change the sign code to allow changeable copy signs for institutions. Currently, when an institution such as a school is located in a residential district, the amount and type of signage is very limited. Institutions are allowed only 20 square feet of signage, and may not have a changeable copy sign. The petitioners have requested an amendment to the sign code, Table 3, to allow changeable copy signs.

The City of Homer Clerk's Office verified that the petition was signed by at least 50 voters registered to vote within city limits, as required by HCC 21.95.010(e).

Under HCC, "institutions" in the sign code are institutional uses permitted in the Rural, Urban and Residential Office zoning districts. Institutional is defined as an established organization or corporation to a public, non-profit, or public safety/benefit nature, i.e., schools, churches and hospitals. The proposed amendment would allow these institutions to have changeable copy signs, which are currently not allowed.

Planning Staff review per 21.95.040

The Planning Department finds that this amendment is consistent with the Comprehensive plan Goal 1, protecting community character. The changes will be reasonable to implement and enforce. It will promote the present and future public health, safety and welfare by helping to communicate institutional events using permanent signage, discouraging a proliferation of banners or other temporary sign measures. Finally, it has been reviewed by the City Attorney to be consistent with the intent and wording of the other provisions of Title 21.

STAFF COMMENTS/RECOMMENDATIONS:

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

ATTACHMENTS

1. Draft ordinance
2. Petition

CITY OF HOMER
HOMER, ALASKA

Planning

ORDINANCE 12-

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING TABLE 3 PERMITTED SIGN CHARACTERISTICS BY ZONING DISTRICT, FOLLOWING HOMER CITY CODE 21.60.060, SIGNS ON PRIVATE PROPERTY, TO PERMIT CHANGEABLE COPY SIGNS FOR INSTITUTIONAL USES PERMITTED IN THE RR, UR AND RO ZONING DISTRICTS.

THE CITY OF HOMER ORDAINS:

Section 1. Table 3, Permitted Sign Characteristics by Zoning District, following Homer City Code 21.60.060, Signs on private property, is amended to read as follows:

| Table 3. | | | | | | | | | | | | | | |
|-----------------------|----|----|----|---------------|-----|----|-----|-----|-----|------|----|----|-----|-------|
| Sign Type | RR | UR | RO | INS (a) | CBD | TC | GBD | GC1 | GC2 | EEMU | MC | MI | OSR | PS(e) |
| Animated (b) | N | N | N | N | P | P | N | P | N | P | P | N | N | N |
| Changeable Copy (c) | N | N | N | PN | 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 |

Notes to Table 3

- a. The INS column does not represent a zoning district. It applies to institutional uses permitted under the zoning code in the RR, UR and RO zoning districts. Institutional is defined as an established organization or corporation of a public, non-profit or public safety/benefit nature, *i.e.*, schools, churches and hospitals.
- b. Animated signs may not be neon or change colors or exceed three square feet in area.
- c. Changeable Copy signs must be wall or pole mounted, and may not be flashing.
- d. Neon signs may not be flashing and may not exceed 32 square feet.
- e. The PS column does not represent a zoning district. It applies to Public Signs permitted under the zoning code, in all zoning districts.

Section 2. This Ordinance is of a permanent and general character and shall be included in the City Code.

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

23 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
24 _____ 2012.

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26 CITY OF HOMER
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30 _____
31 JAMES C. HORNADAY, MAYOR
32

33 ATTEST:

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36 _____
37 JO JOHNSON, CMC, CITY CLERK
38

39 YES:

40 NO:

41 ABSTAIN:

42 ABSENT:

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44 First Reading:

45 Public Hearing:

46 Second Reading:

47 Effective Date:

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49 Reviewed and approved as to form:
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51
52 _____
53 Walt E. Wrede, City Manager

54 Date: _____

Thomas F. Klinkner, City Attorney
Date: _____

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

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
MAY 16, 2012

A. Staff Report PL 12-21 Draft Ordinance 12-xx, Amending Homer City Code 21.60.060 Table 3, Permitted Sign Characteristics

Vanessa Fefelov, city resident, explained that the Paul Banks Elementary School PTA would like to put up a changeable copy sign near the schools entrance, similar to the one at the high school, where they could post their events, however changeable copy signs are not allowed in the zoning district. Many of her comments revolved around challenges they are encountering with size allowance and sign cost.

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

The Commission discussed whether there were ways to work with the applicant regarding the size allowance and were reminded that the item advertised on the agenda is a code amendment to allow changeable copy signs for institutional uses in the rural residential, urban residential, and rural office districts.

The Commission took a break at 7:30 p.m. and the meeting resumed at 7:34 p.m.

VENUTI/SONNEBORN MOVED TO APPROVE THE DRAFT ORDINANCE AMENDING HCC 21.60.060 TABLE 3 PERMITTED SIGN CHARACTERISTICS AND FORWARD IT TO CITY COUNCIL FOR ADOPTION.

There were comments in favor of supporting a changeable copy sign at the school and that it is a benefit for the good of the community. Question was raised if there is a way to allow the signs for schools. City Planner Abboud explained that it raises issue with teaching institutions other than public schools, such as churches with schools. The point was raised that it isn't simply for the school, changeable copy signs would be allowed for all institutional uses the rural residential, urban residential, and residential office districts.

**VOTE: YES: VENUTI, ERICKSON
NO: BOS, MINSCH, HIGHLAND, SONNEBORN, DOLMA**

Motion failed.

PLAT CONSIDERATION

PENDING BUSINESS

A. Staff Report PL 12-22, Flag Lots

The Commission discussed how to proceed. They reviewed information provided by Borough Platting Officer Voeller and noted that they are interested in getting feed back from the local surveyors, the Fire Chief, and the Public Works Director. They acknowledged concerns about subdivisions in relation assessment districts, and challenges in working with engineers as there is cost to have drawings confirming a flag lot is a workable situation in relation to slope and grade. The reviewed the proposed regulation included in the staff report. They agreed to give more consideration to the 150 length of a shared driveway as there are some instances where a longer driveway may be necessary. They addressed removing the option to allow private roads to serve a certain number of dwellings. They were in concurrence regarding the other recommendations.

The Commission agreed to continue discussion at a future worksession.

Session 12-06, a Regular Meeting of the Homer Advisory Planning Commission was called to order by Chair Minsch at 6:30 p.m. on May 16, 2012 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONERS BOS, DOLMA, ERICKSON, HIGHLAND, MINSCH, SONNEBORN, VENUTI

STAFF: CITY PLANNER ABOUD
DEPUTY CITY CLERK JACOBSEN

APPROVAL OF AGENDA

The agenda was approved by consensus of the Commission.

PUBLIC COMMENT

The public may speak to the Planning Commission regarding matters on the agenda that are not scheduled for public hearing or plat consideration. (3 minute time limit).

None

RECONSIDERATION

ADOPTION OF CONSENT AGENDA

All items on the consent agenda are considered routine and non-controversial by the Planning Commission and are approved in one motion. There will be no separate discussion of these items unless requested by a Planning Commissioner or someone from the public, in which case the item will be moved to the regular agenda and considered in normal sequence.

1. Approval of the May 2, 2012 minutes
2. Time Extension Requests
3. Approval of City of Homer Projects under HCC 1.76.030g
4. KPB Coastal Management Program Reports

The consent agenda was approved by consensus of the Commission.

PRESENTATIONS

REPORTS

- A. Staff Report PL 12-23, City Planner's Report

City Planner Abboud reviewed the staff report.

- B. Transportation Advisory Committee Report

Commissioner Highland

PUBLIC HEARINGS

Testimony limited to 3 minutes per speaker. The Commission conducts Public Hearings by hearing a staff report, presentation by the applicant, hearing public testimony and then acting on the Public Hearing items. The Commission may question the public. Once the public hearing is closed the Commission cannot hear additional comments on the topic. The applicant is not held to the 3 minute time limit.



City of Homer Planning & Zoning
491 E Pioneer Ave, Homer AK 99603

Website //planning.ci.homer.ak.us
ph: 907-235-3106 fax: 907-235-3118

Code Amendment Request

For Staff Use Only

| | |
|--|--|
| Received by: | Planning Commission Public Hearing Date: |
| Clerk's certification of fifty signatures: | HAPC approval or denial date: |
| | City Council action: |

APPLICANT INFORMATION

Name: Paul Banks Elementary PTA Phone Number: 226-1801
 Address: 390 E. End Rd. Homer, AK 99603

Request: HCC 21.60.060, Table 3, Permitted Sign Characteristics.
 To allow insitutional changeable copy signs with a sign permit.
 If approved, this would change Table 3, Column 5, Row 3 from an "N" = not allowed, to a "P" = allowed with a sign permit.

HCC 21.95.040 Planning Department review of code amendment requests:

a. Is the request consistent with the comprehensive plan and will further the specific goals and objectives of the plan?
<http://www.cityofhomer-ak.gov/planning/comprehensive-plan-2008-adopted-2010>

Yes. The PTA along with the school intends to erect a tasteful school sign with wood beams and an artistic banner with a changeable letter sign mounted in between the beams.

b. Will the request be reasonable to implement and enforce?

Yes. The PTA & school administration will be sure to follow the amended sign ordinance.

c. Will the request promote the present and future public health, safety and welfare?

Yes. The proposed sign change will not present any health or safety risk and will promote a sense of community by communicating the school events with the town citizens.

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

Yes.

Petition

RECEIVED

APR 23 2012

CITY OF HOMER
PLANNING ZONING

HCC 21.60.060, Table 3, Permitted Sign Characteristics.
To allow institutional changeable copy signs with a sign permit.
If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. MY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|------------------------|--|---------------------------------------|-----------------------------------|
| dt Annice Sulczynski | <i>Annice Sulczynski</i> | P.O. Box 344, Homer, AK 99603 | 1580 Lincoln Dr Homer, AK 99603 |
| dt Vanessa Fedala | <i>Vanessa Fedala</i> | 505 N Larkspur Circle Homer, AK 99603 | Same |
| dt Jacqueline W. Smith | <i>Jacqueline W. Smith</i> | 555 Weddell St. Homer | same |
| Jessie Davies | <i>Jessie Davies</i> | PO Box 2030 Homer, AK 99603 | 1640 East End Rd, Homer, AK 99603 |
| Carly Singlow | <i>Carly Singlow</i> | PO Box 1968 Homer, AK | Glenn Road, Homer, AK 99603 |
| Sara Wilton | <i>Sara Wilton</i> | 4436 Shannon Homer | Same |
| dt Linda Plemle | <i>Linda Plemle</i> | 136 E Bayview Ave. Homer | Same |
| dt David Stetson | <i>David Stetson</i> | 136 E. Bayview Ave, Homer | Same |
| dt Amber Shadley | <i>Amber Shadley</i> | 4053 Pennack St | same |

Petition

HCC 21.60.060, Table 3, Permitted Sign Characteristics.
To allow institutional changeable copy signs with a sign permit.
If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

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| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|----------------------|--|---------------------------------------|----------------------------|
| BERNARDETE D. WILSON | <i>Bernardette D. Wilson</i> | 4676 Subum Rd Homer AK | Same |
| ATHENA EDENS | <i>Athena Edens</i> | Box 3456, Homer AK | Box Miller Lane |
| Kjester Suth | <i>Kjester Suth</i> | 3958 Mattox Rd Homer | Same |
| Sarah Cooper | <i>Sarah Cooper</i> | 235 Leach Dr | same |
| SORINIA MALLORY | <i>Sorinia Mallory</i> | 235 Lee Dr. | Same |
| Dannastahulen | <i>Dannastahulen</i> | 4142 Mattox St Lot 8 | Same |
| Christina Keple | <i>Christina Keple</i> | 254 E. Danview Ave | Same |
| Carlene Spight | <i>Carlene Spight</i> | PO Box 2213 Homer AK 99603 | |
| LARNEE INGELWIND | <i>Larne Ingelwind</i> | 60710 BEAR CREEK DR HOMER AK 99603 | Same |

Petition

HCC 21.60.060, Table 3, Permitted Sign Characteristics. To allow institutional changeable copy signs with a sign permit. If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. MY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|------------------|--|---|---|
| David Bunker | <i>[Signature]</i> | 5815 April Place Homer, Ak | Same |
| Leanna Raymond | <i>[Signature]</i> | 2163 Fishbee Court Homer | Same |
| Andrea Rulle | <i>[Signature]</i> | 3059 Kochenk Dr Homer AK 99603 P.O. 2101 | Same |
| Tamara (Dorthe) | <i>[Signature]</i> | P.O. Box 2536 Homer, AK 99603 | 3836 Lakeside Circle Homer, AK 99603 |
| Bonnie Bergoin | <i>[Signature]</i> | 3705 East End Rd | Same |
| Sharon Schultz | <i>[Signature]</i> | 2525 Paradise Pl. | Same |
| Debra Turkington | <i>[Signature]</i> | Box 1181 Homer, AK 99603 | 2000 Coyote Way Homer, AK |
| Eric Beason | <i>[Signature]</i> | P.O. Box 3424 Homer AK 99603 | 3927 Sredlend St Homer AK |
| Sheryl Bueckler | <i>[Signature]</i> | 295 E. Fairview Ave Homer, AK 99603 | (same) Homer, AK 99603 |

Petition

HCC 21.60.060, Table 3, Permitted Sign Characteristics.
To allow institutional changeable copy signs with a sign permit.
If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. **MAY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.**

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|---------------|--|--|--------------------------------------|
| Dei McLean | <i>[Signature]</i> | P.O. Box 291 Homer, AK 99603 | 4478 East Hill, Homer, AK 99603 |
| Kari Greiner | <i>[Signature]</i> | Homer, AK 99603 961 S. Larkspur Cir. Homer, AK 99603 | 961 S. Larkspur Cir. Homer, AK 99603 |
| Jennifer Ross | <i>[Signature]</i> | P.O. 3805 Homer, AK 99603 | 249.6 Spruce Ln. Homer, AK 99603 |
| Korcia Weston | <i>[Signature]</i> | P.O. Box 1692 Homer | 2275 Mt. Augustine Dr |
| Kelley Luck | <i>[Signature]</i> | 4267 Shirley Ct, Homer | (same) |
| Dina Morrison | <i>[Signature]</i> | 1224 Cook Way Homer | (same) |
| Mary Joanne | <i>[Signature]</i> | P.O. Box 1496, Homer, AK 1496 Spruce Ln. Homer, AK | 1660 East End Road |
| Teresa Cathol | <i>[Signature]</i> | P.O. Box 3805 Homer | 582 Elderberry |
| Flunderberg | <i>[Signature]</i> | P.O. Box 1937 Homer | Same |

Petition

HCC 21.60.060, Table 3, Permitted Sign Characteristics.
To allow institutional changeable copy signs with a sign permit.
If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. MY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|-----------------------|--|----------------------|-----------------------------|
| Noreen O'Brien-Duggan | Noreen O'Brien-Duggan | PO Box 1698 Homer | 3158 Lake St - Homer |
| Jonah Brost | [Signature] | PO Box 3109 Homer | 1104 Ocean Dr Unit C, Homer |
| Melissa Arno | [Signature] | P.O. Box 1614 Homer | 1005 Skyline Dr |
| Mikala Walden | [Signature] | PO Box 1658 Homer | 1187 DeGraffenried Ct. |
| Frankie Weber | [Signature] | 4147 Mattox Rd Homer | Same - |
| Kelsey Poote | [Signature] | P.O. Box 257 Homer | 1850 Highland Dr. |
| [Signature] | [Signature] | PO Box 1180 Homer | 4738 Rochambe Rd. |
| Robby Veasey | [Signature] | PO Box 3514 Homer | 534 Hidden Way |
| [Signature] | [Signature] | 4530 Jade Dr. | 4530 Jade Dr. |

Petition.

HCC 21.60.060, Table 3, Permitted Sign Characteristics.

To allow institutional changeable copy signs with a sign permit. If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. MY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.

| | |
|---------------------|-------------------|
| Proposed amendment: | HCC 21.60.060 (e) |
|---------------------|-------------------|

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|--------------------|--|-------------------------|--------------------|
| Susanah Webster | | PO Box 3570 | 1500 Lincoln Drive |
| Amy Lower | | 3013 Poppy Cir | Same |
| Gail Edgery | | PO Box 1223 | 4075 Mattox |
| GLAUNDA HARKINS | | 1100 Cottonwood Ln | " |
| Kathleen Gustafson | | 496 Bonanza | 496 Bonanza |
| Esther Lowe | | 4604 Rochelle Rd. | " |
| Kate Crowley | | PO Box 2842 Homer 99603 | 820 Jeffrey Ave. |
| Monica Brown | | 164 MTN VIEW DR APT 3 | " |
| Corissa Martin | | 502 Sandview Ave Homer | AK 99603 same |

Petition

HCC 21.60.060, Table 3, Permitted Sign Characteristics.
To allow institutional changeable copy signs with a sign permit.
If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "P" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. MY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.

Proposed amendment:
 HCC 21.60.060(e)

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|----------------|--|---------------------------------|-------------------|
| Cheryl Ellis | <i>Cheryl Ellis</i> | PO Box 2329, Homer | 934 Larkspur Ct. |
| Jennifer Dye | <i>Jennifer Dye</i> | PO Box 1539 Homer | 615 Day breeze # |
| MICHAEL DYE | <i>Michael Dye</i> | " " | " " |
| Carrie Herndon | <i>Carrie Herndon</i> | PO Box 2131 Homer | 4156 West Hill Rd |
| Matt Stines | <i>Matt Stines</i> | 4604 Tamara St | Same |
| Ian Pitman | <i>Ian Pitman</i> | 4254 Sweden | same |
| Shawn Stigman | <i>Shawn Stigman</i> | 4004 Sweden Homer | Same |
| MARYANN LIPPA | <i>Maryann Lippa</i> | PO Box 727 5985 Kachomak way | → |
| JASON FINSMY | <i>Jason Finsmy</i> | 650 RANGVIEW AVE. HOMER | SAME |

Petition

HCC 21.60.060, Table 3, Permitted Sign Characteristics.
To allow institutional changeable copy signs with a sign permit.
If approved, this would change Table 3, Column 5, Row 3 from a "N" not allowed to a "p" allowed with a sign permit.

A specific proposal to amend the text of the zoning code will be considered by the Planning Commission and City Council if requested in writing and signed by fifty voters registered within the City. MY SIGNATURE MEANS I AM IN FAVOR OF THIS AMENDMENT.

| Printed Name | Signature of Voter Registered in the City of Homer | Mailing Address | Physical Address |
|-----------------|--|---------------------------------|----------------------------|
| Arvi Aparash | <i>Arvi Aparash</i> | Same | 4103 white alder ct apt 4B |
| Consolation Var | <i>Consolation Var</i> | 1473 East End Rd Homer AK | SAME |
| PATRICIA WILSON | <i>Patricia Wilson</i> | 4178 Rochelle Homer, AK | same |
| Janelle Swain | <i>Janelle Swain</i> | 1090 Homer, AK 99609 | 4815 West New Rd. |
| DARAY SWANSON | <i>Daray Swanson</i> | 274 E. DAN VIEW. HOM | SAME |
| Brandy Super | <i>Brandy Super</i> | 2991 Homer AK 99603 | 604 Rangesview Ave. |
| Michael Super | <i>Michael Super</i> | P.O. Box 2991 Homer, Ak. 99603. | 604 Rangesview Ave |
| | | | |
| | | | |

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-27

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Community Coastal Impact Assistance Program (CIAP) Grant from the State of Alaska in the Amount of \$448,116 for the Beluga Slough Trail Reconstruction Project, and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 25, 2012 Introduction
 - a. Memorandum 12-104 from Public Works Director as backup
 - b. Grant Agreement
 - c. Resolution 09-50

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 12-27

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ACCEPTING AND APPROPRIATING A COMMUNITY COASTAL IMPACT ASSISTANCE PROGRAM (CIAP) GRANT FROM THE STATE OF ALASKA IN THE AMOUNT OF \$448,116 FOR THE BELUGA SLOUGH TRAIL RECONSTRUCTION PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City Council approved Resolution 09-50, expressed its support for a grant application to the Alaska Coastal Impact Assistance Program to reconstruct approximately 850 feet of the Beluga Slough Trail; and

WHEREAS, The State of Alaska Department of Commerce, Community, and Economic Development (DCCED) has awarded a grant to the City of Homer for the Beluga Slough Trail Reconstruction project in the amount of \$448,116; and

WHEREAS, The City's grant condition responsibilities have been met (design of the project is complete using HART funds, existing trail removal scheduled for later this summer by volunteers/Parks and Recreation staff).

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts and appropriates a CIAP grant from the State of Alaska (DCCED) for FY 2012 in the amount of \$448,116 as follows:

Appropriation:

| <u>Account</u> | <u>Description</u> | <u>Amount</u> |
|----------------|--|---------------|
| 151-772 | CIAP Beluga Slough Reconstruction Grant FY 12 | \$448,116 |

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

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

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

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

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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

Date: _____

Thomas F. Klinkner, City Attorney

Date: _____



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

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

MEMORANDUM 12-104

TO: Walt Wrede, City Manager
FROM: Carey Meyer, Public Works Director
DATE: June 18, 2012
RE: **Beluga Slough Trail Reconstruction**
Authorization to Accept/Appropriate Funds

The City Council approved Resolution 09-50, expressed its support for a grant application to the Alaska Coastal Impact Assistance Program to reconstruct approximately 850 feet of the Beluga Slough Trail. The State of Alaska (Department of Commerce, Community, and Economic Development) has awarded a grant to the City of Homer for the Beluga Slough Trail Reconstruction project in the amount of \$448,116.

The City's grant condition responsibilities have been met (design of the project is complete using HART funds, existing trail removal scheduled for later this summer by volunteers/Parks and Recreation staff).

Construction of this project is expected to begin in early September. The project will be complete by October, 2012.

Recommendations: The City Council pass an ordinance accepting and appropriating a CIAP grant from the State of Alaska (DCCED) for FY 2012 in the amount of \$448,116.

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



**Community Coastal Impact Assistance Program
Grant Agreement**

| | | | | | |
|--|-------------------------------|---|---|--|--|
| Grant Agreement Number: 10-CIAP-017 | | Federal Award Number F12AF00204 | | Amount of Federal Funds: \$448,116 | |
| CFDA: 15.668 | Encumbrance AR | Lapse Date 31714 | Project Title: Beluga Slough Trail Reconstruction to Restore Wetlands | | |
| Grantee | | | Department Contact Person | | |
| Name: City of Homer | | | Name: Sally Russell Cox | | |
| Street/PO Box: 3575 Heath St | | | Title: Planner III | | |
| City/State/Zip: Homer, AK 99603-7819 | | | Street/PO Box: 550 W 7th Avenue, Suite 1640 | | |
| Contact Person: Carey Meyer, Public Works Director | | | City/State/Zip: Anchorage, AK 99501-3569 | | |
| Phone: (907) 435-3124 | Fax: (907) 235-3145 | | Phone: (907) 269-4588 | Fax: (907) 269-4066 | |
| Email: cmeyer@ci.homer.ak.us | | | Email: sally.cox@alaska.gov | | |

AGREEMENT

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

Section I. The Department shall pay the Grantee for the performance of the project work under the terms outlined in this agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$448,116.00**.

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

Section III. The work to be performed under this agreement begins 03/01/12 and shall be completed no later than 03/01/14.

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

ATTACHMENTS

- Attachment A: Scope of Work
- Project Description
 - Measurable Goals and Objectives
 - Budget
 - Schedule
 - Copies of Products
 - Project Management/Reporting
- Attachment B: Payment Method
Attachment C: Standard Provisions

APPENDICES

- Appendix A: Audit Compliance
Appendix B: Insurance
Appendix C: State Laws and Regulations
Appendix D: Special Requirements and Assurances for Federally Funded Projects

AMENDMENTS

Any fully executed amendments to this Agreement

| | | | |
|---|--|--|--|
| Grantee | | Department | |
| Signature | | Signature | |
| Printed Name and Title Carey Meyer, Public Works Director | | Printed Name and Title Scott Ruby, Division Director | |
| Date | | Date | |

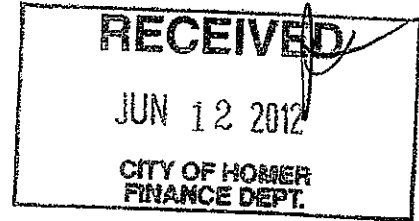


STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

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

Division of Community and Regional Affairs
Grants Section

May 29, 2012



Carey Meyer, Director of Public Works
City of Homer
3575 Heath Street
Homer, AK 99603-7819

**RE: Community Coastal Impact Assistance Grant Agreement # 10-CIAP-017
Beluga Slough Trail Reconstruction to Restore Wetlands**


Dear Carey:

Enclosed for your file is a fully executed **Grant Agreement** for the above referenced project. Please review the grant agreement carefully and make certain that you understand the requirements for administration and reporting of the project.

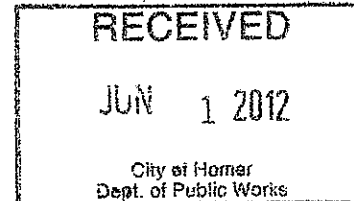
The first financial and progress reports for your project will be due in this office **July 13, 2012**. The financial and progress report forms will be provided electronically to you soon.

Please feel free to contact me if you have any questions regarding this grant agreement. I'd like to wish you every success as you proceed with this important community development activity.

Sincerely,


Jill Furbish
Grant Administrator II

Enclosure



ATTACHMENT A Scope of Work

AWARD AUTHORITY

The Community Coastal Impact Assistance Program is part of the Alaska Coastal Impact Assistance Program, which is funded by the Federal Coastal Impact Assistance Program. Section 384 of the Energy Policy Act of 2005 (Act), which has created the Coastal Impact Assistance Program by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a Appendix A). Under the provisions of the Act, the authority and responsibility for the management of CIAP is vested in the Secretary of the U.S. Department of the Interior. Effective October 1, 2011 the Secretary has delegated this authority and responsibility to the Fish and Wildlife Service (USFWS), Wildlife and Sport Fish Restoration Program. The Catalog of Federal Domestic Assistance (CFDA) number is 15.668. The Federal Award Number for this grant is F12AF00204. This award is not for research and development.

Effective July 1, 2009 pursuant to the provisions of SLA 2009, SB 75, Chapter 15, Section 39 (a)(3), Pages 79-80, and Lines 24-27; 2-5 these funds have been awarded through a public solicitation process.

PROJECT MANAGEMENT PLAN

In the length of this project, the City of Homer, hereafter the Grantee shall complete the following project: **Beluga Slough Trail Reconstruction to Restore Wetlands.**

PROJECT DESCRIPTION:

The Grantee has been awarded **\$448,116.00** for the purpose of restoring habitat and providing environmentally responsible visitor access to Beluga Slough by replacing 1,050 feet of pre-engineered surface supported trail with 850 of new elevated trail and 200 feet of gravel trail. Construction of the elevated portion of the proposed trail (pier supported trail with surface grating) will allow for the restoration of the damaged wetlands by not impeding sunlight and surface drainage under and immediately adjacent to the trail corridor. The new trail will be constructed as an 8-foot wide elevated walkway built on a foundation of helical piers, which are specifically designed for use in wetlands and other environmentally sensitive areas.

The Grantee agrees to conduct the following tasks and deliverables:

Task I: Complete trail construction

The Grantee will complete construction of 840 feet of 8-foot wide elevated trail (replacing failed plastic trail) plus 230 feet of new gravel trail. To accomplish this task the Grantee will secure signoff from the State Historic Preservation Office (SHPO), remove remaining sections of failed plastic trail, hire a qualified construction firm, purchase building supplies, construct the new trail; and take before, during, and after photos of the project.

Task I deliverables:

- SHPO approval
- Bid documents
- Trail construction contract (Commerce will review contract template before signing)
- "Before," "during," and, "after" construction photos

Task II: Install trail signage

The Grantee's overall project will be complete with the installation of interpretive and regulatory signage at three locations. The Grantee will collaborate with USFWS on the design and wording of the signs; and installation will be performed by the contractor.

ATTACHMENT A Scope of Work

Task II deliverables:

- Receipt and installation of signage
- Photographs and narrative documenting completed trail project

Copies of all project deliverables are to be submitted to Commerce (Please refer to Copies of Products, page 3-4).

MEASURABLE GOALS AND OBJECTIVES

The measurable objectives of this project are:

- *Remove existing surface-supported plastic trail – 680 feet.*
- *Complete 1070 feet of new trail, allowing regrowth of vegetation where the old plastic trail and dirt/mud trail used to be. (Some sign of regrowth should be visible before the end of the project year.)*
- *Install interpretive and regulatory signage.*
- *Accommodate thousands of trail users (including those on guided nature tours) with no adverse impact to the critical coastal wetlands and slough wildlife habitat.*

BUDGET

| Budget Categories | Budget |
|-------------------------------|---------------------|
| Personnel | 0.00 |
| Fringe Benefits | 0.00 |
| Travel | 0.00 |
| Equipment | 0.00 |
| Supplies ¹ | \$15,000.00 |
| Contractual ² | \$433,116.00 |
| Construction | 0.00 |
| Other ⁷ | 0.00 |
| Indirect Charges ⁸ | 0.00 |
| TOTAL | \$448,116.00 |

¹ Covers the cost of supplies under \$5,000: interpretive signs

² Covers the cost for a construction contractor

ATTACHMENT A Scope of Work

SCHEDULE:

This award supports a Budget Period of March 1, 2012 through March 1, 2014.

| Due Date ¹ | Performance Measures/Deliverables |
|--|---|
| <i>Grant Reporting</i> | |
| 03/01/2012 | Grant start date |
| 07/15/2012 | Quarterly progress and financial reports due for report period: March 1-June 30, 2012 |
| 10/15/2012 | Quarterly progress and financial reports due for report period: July 1-September 30, 2012 |
| 01/15/2013 | Quarterly progress and financial reports due for report period: October 1-December 31, 2012 |
| 04/15/2013 | Quarterly progress and financial reports due for report period: January 1-March 31, 2013 |
| 07/15/2013 | Quarterly progress and financial reports due for report period: April 1-June 30, 2013 |
| 10/15/2013 | Quarterly progress and financial reports due for report period: July 1-September 30, 2013 |
| 01/15/2014 | Quarterly progress and financial reports due for report period: October 1-December 31, 2013 |
| 04/15/2014 | Quarterly progress and financial reports due for report period: January 1-March 1, 2014 |
| 04/30/2014 | Grant close out and Final Report |
| <i>Task I: Complete trail construction</i> | |
| 06/2012 | SHPO approval |
| 05 - 06/21/2012 | Construction bid documents developed and advertised |
| 06/21/2012 | Bid opening |
| 06/25/2012 | City council authorizes contract |
| 07/06/2012 | Contract documents are signed; City issues Notice to Proceed |
| 10/2012 | Take pictures of trail |
| 08/2012 | Purchase building supplies |
| 09-10/2012 | Conduct construction work, take pictures |
| 10/31/2012 | Trail construction is completed |
| <i>Task II: Install trail signage</i> | |
| 09/2012 | Purchase signage |
| 10/31/2012 | Trail signage is installed at 3 locations |

¹The due date is the last day for submission of quarterly progress and financial reports.

Due dates for project tasks are provided as guidelines only, according to the anticipated project timeline.

COPIES OF PRODUCTS:

Interim Products (to accompany quarterly reports):

1. *Send one (1) electronic copy to Commerce:*

- SHPO approval
- Bid documents

ATTACHMENT A Scope of Work

- Trail construction contract
- "Before," "during," and, "after" construction photos
- Receipt and installation of signage
- Photographs and narrative documenting completed trail project

To:

Sally Russell Cox, Planner
Division of Community and Regional Affairs
Department of Commerce, Community, and Economic Development
550 West 7th Avenue, Suite 1640
Anchorage, AK 99501-3569

PROJECT MANAGEMENT/REPORTING:

Program Manager: This project will be managed by the Grantee.

This project will be managed by the City, with signatory authority for execution of the grant agreement and subsequent amendments granted to the City Manager. The City Manager may delegate signatory authority for executing the grant agreement and amendments to others within the City government via the Signatory Authority Form. The City Manager may also designate financial and progress reporting, via the Signatory Authority Form. Such delegation is limited to others within the City government unless otherwise approved.

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

Reporting: The Grantee shall submit a CCIAP Progress (performance) Report and CCIAP Financial Report on the forms provided quarterly during the life of the Grant Agreement. Grant Financial and Progress Reports are due fifteen (15) days after the end of the quarter being reported. The final Financial and Progress Reports must be submitted within thirty (30) days following completion of the project. Under no circumstances will the Department release funds to the Grantee unless all required reporting is current.

The Progress Report may be submitted electronically. The Financial Report with original signature must be submitted by mail. Appropriate documentation for grant expenditures must be provided.

ACKNOWLEDGEMENT OF CIAP FUNDS FOR REPORTS, PRINTED FINDINGS, AND WEBSITES

Publications

The following language should be placed on the title page (which follows the cover page) on all reports and/or printed findings funded by the CIAP:

"This report (study, brochure, poster, etc.) is funded* with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Fish and Wildlife Service, U.S. Department of the Interior."

* may be "in part"

Websites

A similar statement should be placed on the website created in full or in part with CIAP funds:

"This website is funded with qualified outer continental shelf oil and gas revenues by the Coastal Impact Assistance Program, Fish and Wildlife Service, U.S. Department of the Interior."

Attachment B Payment Method

1. Reimbursement Payment

Upon receiving and approving a Grantee's financial and progress reports, the Department will reimburse the Grantee for costs incurred during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved financial and progress reports, prepared and submitted by the Grantee on the forms provided by the Department. Before approving the financial/progress report for payment, the Department requires the Grantee to submit documentation of the costs reported (e.g., vendor billings, timesheets, payroll tax form).

2. Advance Payment

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need or twenty percent (20%) of the award amount, whichever is less.

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

All advances will be recovered with the Grantee's next financial and progress report forms. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

3. Withholding of Ten Percent (10%)

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

Attachment C Standard Provisions

Article 1. Definition

"Department" refers to the Department of Commerce, Community, and Economic Development within the State of Alaska.

Article 2. Indemnification

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

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

Article 3. Legal Authority

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

Article 4. Waivers

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

Article 5. Access to Records

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

Article 6. Reporting Requirements

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

Article 7. Retention of Records

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

Article 8. Assignability

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

Article 9. Financial Management and Accounting

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

Article 10. Program Income

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

Article 11. Amendments and Modifications

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

Article 12. Recordkeeping

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

Article 13. Obligations Regarding Third-Party Relationships

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

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

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

Article 14. Conflict of Interest

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

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

Article 15. Political Activity

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

Article 16. Notices

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

Article 17. Prohibition Against Payment of Bonus or Commission

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

Article 18. Termination by Mutual Agreement

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

Article 19. Termination for Cause

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

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

Article 20. Withdrawal of Funds

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or renegotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 23 of this Attachment.

Article 21. Recovery of Funds

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

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

Article 22. Disputes

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

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

Article 23. Jurisdiction

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

Article 24. Ownership of Project/Capital Facilities

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

Article 25. Site Control

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

Article 26. Insurance

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

Article 27. Subcontracts for Engineering Services

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

Article 28. Governing Law

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

Article 29. Budget Flexibility

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

Article 30. Equal Employment Opportunity (EEO)

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

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

The Grantee shall include the provisions of this EEO article in every contract relating to this grant agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor and subcontractor.

Article 31. Public Purposes

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

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

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

Article 32. Operation and Maintenance

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

Article 33. Assurance

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

Article 34. Current Prevailing Rates of Wage

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

Article 35. Severability

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

Article 36. Performance

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

Article 37. Sovereign Immunity

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by a resolution of the entity's governing body, is hereby incorporated into this Grant Agreement.

Article 38. Audit Requirements

The Grantee shall comply with the audit guidelines under U.S. Office of Management and Budget Circular A-133.

Article 39. State or Federal Excluded Parties List Report

The grantee is responsible for ensuring that all sub-grantees or sub-contractors are not listed on the 'Excluded Parties List Report', either State or Federal, which identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non financial assistance and benefits.

Article 40. Close-Out

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

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

Article 41. Americans with Disabilities Act of 1990

When applicable, the Grantee will comply with Title I-Employment of the Americans with Disabilities Act of 1990 (Public Law 101-336); in accordance with Title I of that Act, no covered entity shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, compensation, job training, and other terms, conditions, and privileges of employment.

When applicable, the Grantee will comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (Public Law 101-336); in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

Appendix A Audit Compliance

This is a federally funded program (CFDA 15.668) from the U.S. Department of Interior passed through the Alaska Department of Natural Resources. The objective of the Coastal Impact Assistance Program is to mitigate the impacts of Outer Continental Shelf (OCS) oil and gas activities.

These Community Coastal Impact Assistance Program Grant funds are subject to U.S. Office of Management and Budget Circular A-133, Audits of State and Local Governments.

Appendix B Insurance

Article 1. Insurance

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

- 1.1 Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees of the contractor engaged in work under this contract, Workers' Compensation Insurance as required by AS 23.30.045. The contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this contract. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection is not less than \$100,000.00 per occurrence. Where applicable, coverage for all federal acts (i.e. USL & H and Jones Acts) must also be included.
- 1.2 Comprehensive (Commercial) General Liability Insurance:** With coverage limits not less than \$300,000.00 combined single limit per occurrence and annual aggregates where generally applicable and shall include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- 1.3 Comprehensive Automobile Liability Insurance:** Covering all owned, hired, and non-owned vehicles with coverage limits not less than \$100,000.00 per person/\$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- 1.4 Professional Liability Insurance:** Covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

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

Appendix C

State Laws and Regulations

Historic Preservation Act—AS 41.35

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

Fire Protection—AS 18.70

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

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

Environmental Conservation—AS 46.03

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

Permits and Environmental Procedures

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

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

Appendix D

Special Requirements and Assurances for Federally Funded Projects to State, Local Governments, and Indian Tribal Governments

AUTHORITY

Section 384 of the Energy Policy Act of 2005 (Act), which has created the Coastal Impact Assistance Program by amending Section 31 of the Outer Continental Shelf Lands Act (43 U.S.C. § 1356a Appendix A). Under the provisions of the Act, the authority and responsibility for the management of CIAP is vested in the Department of the Interior (DOI).

In accepting Federal funds, the Grantee must comply with all applicable Federal laws, regulations, and policies. This Appendix D is not all-inclusive. Exclusion of any specific requirement does not relieve Grantees of their responsibility for compliance.

I. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

Administrative Requirements and Cost Principles for Assistance Programs The Grantee shall comply with the prescribed administrative requirements and cost principles for grants and cooperative agreements established in 43 CFR Part 12 subparts C, D, and E as well as the Office of Management and Budget (OMB) Circulars A-102, "Grants and Cooperative Agreements with State and Local Governments," and 2 CFR 225 (A-87) "Cost Principles for State, Local, and Indian Tribal Governments."

OMB A-133: Audits of States, Local Governments, and Non-Profit Organizations (1) Non-Federal entities that expend \$500,000 or more in Federal funds during a year in Federal awards are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised by OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants_circulars (2) Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO). (3) Allowable costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of the OMB Circular A-133 are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles at 2 CFR 225 (A-87) "Cost Principles for State, Local, and Indian Tribal Governments" (4). Audits shall be made by an independent auditor in accordance with Generally Accepted Government Auditing Standards (GAGAS) covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

2 CFR 1400: Nonprocurement Debarment and Suspension The Grantee shall comply with the DOI implemented policies and procedures for nonprocurement debarment and suspension found at 2 CFR Part 180 Subpart C, which requires the Grantee to include an award term or condition in lower-tier transactions. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) at 2 CFR 180 subpart C requires verification that the person with whom business is intended is not excluded or disqualified. The Grantee does this by: (a) Checking the Excluded Parties List System (<https://www.sam.gov/sam/>); or (b) Collecting a certification from that person; or (c) Adding a clause or condition to the covered transaction with that person.

43 CFR 18 (Appendix A): New Restrictions on Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Grantee shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2 CFR 1401: Governmentwide Requirements for a Drug-Free Workplace (Financial Assistance) You, as the Grantee, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401,

which adopts the government-wide implementation of 2 CFR part 182; sections 5152–5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100–690, Title V, Subtitle D; 41 U.S.C. 701–707.

49 CFR 24: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) Federal agencies may not approve any grant unless the Grantee provides assurances that it will comply with the Act. Prices to be paid for lands or interests in lands must be fair and reasonable (except when the price is fixed by law, or when the lands are to be acquired at public auction or by condemnation and the value determined by the court). Persons displaced from their homes, businesses, and farms must receive relocation services, compensation, and fair equitable treatment.

The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)); Trafficking Victims Protection Reauthorization Act of 2003 (PL 108-193); Trafficking Victims Protection Reauthorization Act of 2005 (PL 109-164); President's Interagency Task Force To Monitor and Combat Trafficking in Persons (EO 13257) and Amending Executive Order 13257 To Implement the Trafficking Victims Protection Reauthorization Act of 2003 (EO 13333); and 2 CFR 175: Paragraph (g) of Section 106 of the Trafficking Victims Protection Act requires the following award term:

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR 1400 .

b. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

2 CFR Part 25: Universal Identifier and Central Contractor Registration Pursuant to the provisions of 2 CFR Part 25 Appendix A, no Grantee may receive a federal award until a DUNS number has been provided and is on file.

Grantees must maintain currency of their information in the CCR until submission of the final financial report required under this award or receive the final payment, whichever is later. This requires that the Grantee review and update the information at least annually after the initial registration, and more frequently if required by changes in the Grantee's information or another award term.

2 CFR 170: Reporting Subaward and Executive Compensation Information The Grantee ensures compliance with the reporting requirements as laid out by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, hereafter referred to as “the Transparency Act”.

43 CFR 12.2 (e): “Increasing Seat Belt Use in the United States” (Executive Order 13043, April 16, 1997) Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

43 CFR 12.944: Contracting with Minority and Women-Owned Businesses It is a national policy to award a fair share of contracts to small and minority business firms. The DOI is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

- (a) The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, small disadvantaged veteran-owned small businesses, and HUB Zone firms are used when possible.
- (2) Affirmative steps shall include:

- (i) Placing these qualified small business enterprises on solicitation lists;
- (ii) Assuring that these businesses are solicited whenever there are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by these small business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by these business enterprises;
- (v) Using the services and assistance of the DOI Office of Small and Disadvantaged Business Utilization (See <http://www.doi.gov/osdbu>), the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

43 CFR 12 Subpart E: Buy American Act Requirements; Notice: Pursuant to Section 307(b) of the DOI and Related Agencies Appropriations Act, FY 2000, Public Law 106-113, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in FY 2000 and thereafter, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

43 CFR 2: Freedom of Information Act (5 U.S.C. 552) Requires all Federal agencies to make available to the public for inspection and copying administrative staff manuals and staff instructions, official, published and unpublished policy statements, final orders deciding case adjudication, and other documents. Special exemptions have been reserved for nine categories of privileged material, including but not limited to confidential matters relating to National defense or foreign policy, law enforcement records, and trade or commercial secrets. The Act requires the party seeking the information to pay reasonable search and duplication costs.

Fair Labor Standards Act (29 U.S.C. 207) (29 CFR 510-794) The Fair Labor Standards Act (FLSA), which prescribes standards for the basic minimum wage and overtime pay, affects most private and public employment. It requires employers to pay covered employees who are not otherwise exempt at least the federal minimum wage and overtime pay of one-and-one-half-times the regular rate of pay.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327) (29 CFR 5) If applicable, the Contract Work Hours and Safety Standards Act (CWHSSA) applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

Anti-Kickback (Copeland) Act (40 U.S.C. § 276c and 18 U.S.C. § 874) (29 CFR 3.1) The Copeland "Anti-Kickback" Act generally prohibits federal contractors or subcontractors engaged in building construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance.

False Claims Act (31 U.S.C. § 3729 et seq.), provides that suits under this Act can be brought by the government, or a person on behalf of the government, for false claims under Federal assistance programs.

Program Fraud Civil Remedies Act (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grants, loans or other benefits).

As applicable, the Grantee shall comply with provisions of the **Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328)**, which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

Patent Rights in Inventions Made with Federal Assistance (37 CFR 401) (35 U.S.C. 202-204) a Grantee may retain the entire right, title, and interest throughout the world to each subject invention. With respect to any subject invention in which the Grantee retains title, the Federal Government will have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

Metric Conversion Act of 1975, as amended and "Metric Usage in Federal Government Programs" (Executive Order 12770) All progress and final reports, other reports, or publications produced under this award shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during any transition period(s). However, the Grantee may use non-metric measurements to the extent the Grantee has

supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies to the Grantee.

II. NON-DISCRIMINATION REQUIREMENTS

43 CFR 17, Subpart A: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and DOI implementing regulations published at 43 CFR Part 17, Subpart A which prohibits discrimination on the grounds of race, color, or national origin be excluded from participation in, be denied benefits or, or be otherwise subjected to discrimination under any programs or activities receiving Federal financial assistance. (1) Grantees may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits. (2) Grantees shall make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and shall inform the public that the projects are subject to Title VI compliance. (3) Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

43 CFR 17, Subpart B: Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and DOI implementing regulations published at 43 CFR Part 17, Subpart B ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (1) Grantees may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others. (2) Grantees may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board. (3) The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

43 CFR 17, Subpart C: The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) (45 CFR Part 90) and DOI implementing regulations published at 43 CFR Part 17, Subpart C prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. However, a Grantee is permitted to take an action otherwise prohibited if the action reasonably takes into account age as a factor necessary to the normal operation or achievement of any statutory objective of a program or activity.

Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et.seq.) (45 CFR 86) prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance.

The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation.

Executive Order 11246 (41 CFR 60) "Nondiscrimination in Employment by Government Contractors and Subcontractors" The Grantee shall comply with this executive order that prohibits federal contractors and subcontractors and federally assisted construction contractors and subcontractors that generally have contracts that exceed \$10,000, or that will (or can reasonably be expected to) aggregate to more than \$10,000 in any 12-month period, from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin; and it requires them to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

III. ENVIRONMENTAL REQUIREMENTS

The following Federal environmental laws and Executive Orders may be applicable to specific CIAP projects. This list is not intended to be exhaustive.

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347) provides a national policy that encourages "productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man . . ." Requires that every proposed Federal action be examined to determine the effects (beneficial or adverse) it will have on the human environment and that the findings be considered in decisions regarding its implementation. Each action proposed for Federal funding must include an Environmental Assessment (EA), Environmental Impact Statement (EIS), or show that the proposed activity is covered by one or more categorical exclusions.

The Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 et seq.) The intent of this Act is to ensure that all federally assisted projects seek to preserve endangered or threatened species. Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the DOI, after consultation with the state, to be critical.

Fishery Conservation and Management Act (16 U.S.C. §1801 et seq.) The Magnuson-Stevens Fishery Conservation and Management Act (FCMA) is the governing authority for all fishery management activities that occur in Federal waters within the United States's 200 nautical mile limit, or the Exclusive Economic Zone (EEZ). A primary purpose of the FCMA is to conserve and manage the fishery resources off the U.S. coasts and U.S. anadromous species and Continental Shelf fishery resources. In 1996 Congress passed the Sustainable Fisheries Act (Public Law 104-297) which amended the FCMA and refined the focus of fisheries management by emphasizing the need to protect fish habitat. Specifically, the Act required that fishery management plans identify as essential fish habitat (EFH) those areas that are necessary to fish for their basic life functions.

Marine Mammal Protection Act (16 U.S.C. §1361 et seq.) The Marine Mammal Protection Act (MMPA) was enacted in 1972 to ensure that marine mammals are maintained at, or in some cases restored to, healthy population levels. The MMPA establishes a moratorium, with certain exceptions, on the taking of marine mammals in U.S. waters and by U.S. citizens on the high seas, and on the importing of marine mammals and marine mammal products into the United States.

The Rivers and Harbors Act (43 U.S.C. §403) Section 10 of the Rivers and Harbors Act of 1899 authorizes the U.S. Army Corps of Engineers (USACE) to regulate virtually all structures or work within navigable waters of the United States (see 33 CFR Part 328.3 for definition of navigable waters). Virtually all projects in navigable waters must comply with Section 10.

“Invasive Species” Executive Order 13112 preventing the introduction of invasive species and provide for their control and to minimize the economic, ecological, and human health impacts that invasive species cause.

“Floodplain Management”, EO 11988, and “Protection of Wetlands”, EO 11990, 42 FR 26951 (May 25, 1977) The Executive orders on floodplains and wetlands require Federal agencies to review proposed actions to ensure that there are no practical alternatives outside the floodplain or wetland, and to ensure that potential harm is minimized. If there are no practical alternatives to proposed projects in floodplains or wetlands, actions to minimize the adverse effects should be incorporated into the project plans.

The Clean Air Act, Clean Water Act, and Executive Order 11738, September 10, 1973, “Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans”. The Grantee shall comply with the Clean Air Act (42 U.S.C. §§ 7401 et seq.), Clean Water Act (33 U.S.C. §§ 1251 et seq.), and Executive Order 11738.

The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. §§ 1271 et seq.) The purpose of this Act is to preserve selected rivers or sections of rivers in their free-flowing condition, to protect the water quality of such rivers and to fulfill other vital national conservation goals.

Animal Welfare Act of 1985 (7 U.S.C. 2131, et seq.) Requires the humane treatment of animals (exclusive of fish) used in research, experimentation, testing, and teaching. Grantees who use Federal Aid funds to conduct covered management or research or who engage in interstate shipment of animals should contact the local Animal and Plant Health Inspection Service (APHIS) office for instructions.

Executive Order 13186 “Migratory Birds” directs Federal agencies to incorporate bird conservation considerations into agency planning, including NEPA analyses; report annually on the level of take of migratory birds; and generally promote the conservation of migratory birds without compromising the agency mission.

Executive Order 13089 “Coral Reef Protection” requires Federal agencies whose actions may affect U.S. coral reef ecosystems to identify those actions and utilize their programs and authorities to protect and enhance the conditions of such ecosystems and, to the extent permitted by law, ensure that actions they authorize, fund, or carry out do not degrade the condition of that ecosystem.

Coastal Barriers Resources Act of 1982 (16 U.S.C. 3501), as amended by the Coastal Barrier Improvement Act of 1990 (P.L. 101-591) The purpose of the Acts are "...to minimize the loss of human life, wasteful expenditure of Federal revenues and damage to fish and wildlife, and other natural resources associated with coastal barriers..." Activities conducted within a unit of the Coastal Barrier Resources System must meet the requirements of section 6 of the Act.

Executive Order 12898, February 11, 1994: “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations” This Executive Order requires that Federal agencies conduct their programs,

policies, and activities in a manner to ensure that individuals or populations are not excluded from participation in, or denied the benefits of, or subjected to discrimination under such programs, policies, and activities because of their race, color, or national origin.

Executive Order 12962 of June 7, 1995: "Recreational Fisheries" Federal agencies shall, to the extent permitted by law and where practicable, and in cooperation with States and Tribes, improve the quantity, function, sustainable productivity, and distribution of U.S. aquatic resources for increased recreational fishing opportunities.

The Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. §§ 6901 et seq.) are to protect health and the environment and to conserve valuable material and energy resources by measures that include: providing technical and financial assistance to State and local governments and interstate agencies for the development of solid waste management plans (including resource recovery and resource conservation) to promote improved solid waste management techniques; prohibiting open dumping on land; assuring that hazardous waste is managed in a manner that protects human health and the environment; minimizing the generation and land disposal of hazardous waste by encouraging process substitution, materials recovery, properly conducted recycling and reuse, and treatment; and establishing a viable Federal-State partnership to carry out the purposes of the Act. This Act also provides that recipients of Federal funds give preference in their procurement programs to the purchase of recycled products pursuant to the U.S. Environmental Protection Agency guidelines. 40 CFR 247 provides implementing regulations as Comprehensive Procurement Guideline for Products Containing Recovered Materials for RCRA and Executive Orders 13514 "Federal Leadership In Environmental, Energy, And Economic Performance" and 13423 "Strengthening Federal Environmental, Energy, and Transportation Management."

IV. HISTORIC AND CULTURAL PRESERVATION REQUIREMENTS

Section 106 of the National Historic Preservation Act (16 U.S.C. 470) Federal agencies may not approve any grant unless the project is in accordance with national policies relating to the preservation of historical and cultural properties and resources.

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 09-50

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, EXPRESSING ITS SUPPORT FOR A CITY APPLICATION TO THE ALASKA COASTAL IMPACT ASSISTANCE PROGRAM (CIAP) TO RECONSTRUCT APPROXIMATELY 850 FEET OF THE BELUGA SLOUGH TRAIL.

WHEREAS, The Beluga Slough Trail, which connects the Alaska Islands and Ocean Visitor Center to Bishop's Beach Park, is one of the most heavily used trails in the Homer area; and

WHEREAS, The original plastic portions of the trail have created serious problems with the natural habitat, destroying plant life and interfering with tidal action; and

WHEREAS, Another section of trail has been removed entirely, leaving a muddy path; and

WHEREAS, Public safety is also a concern with the existing trail because of its slippery and uneven surface; and

WHEREAS, Reconstruction of the Beluga Slough Trail is identified as a community priority in the City's Capital Improvement Plan; and

WHEREAS, The Kenai Peninsula Borough has expressed support for the project and has pledged \$66,582 in Borough CIAP funds; and

WHEREAS, The U.S. Fish and Wildlife Service has expressed support for the project (which spans property owned by USFWS as well as the City of Homer) and has pledged in-kind support.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby expresses its support for a City grant application to the Alaska Coastal Impact Assistance Program to reconstruct approximately 850 feet of the Beluga Slough Trail.

BE IT FURTHER RESOLVED that the City of Homer will work closely with the U.S. Fish and Wildlife Service in accomplishing this project, which spans property owned by USFWS as well as the City of Homer; and

BE IT FURTHER RESOLVED that all preconstruction work for the project will be paid for or contributed by the City of Homer, with support from USFWS and the Kenai Peninsula Borough.


BE IT FURTHER RESOLVED that the CIAP Application is for the amount of \$406,000 and the local match (in-kind and cash) is \$118,850; a copy of the application project budget is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 26th day of May, 2009.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST


JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Local Match \$118,850; of which approximately \$60,000 is cash (HART)

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-28

An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$30,000 from the Parks and Recreation Depreciation Reserve Fund for the Relocation of the Mariner Park Driveway Access.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 25, 2012 Introduction
 - a. Memorandum 12-105 from Public Works Director as backup
 - b. Cost Estimate
 - c. Maps

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/
4 Public Works Director

5 ORDINANCE 12-28

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
8 ALASKA, AMENDING THE 2012 OPERATING BUDGET BY
9 APPROPRIATING UP TO \$30,000 FROM THE PARKS AND
10 RECREATION DEPRECIATION RESERVE FUND FOR THE
11 RELOCATION OF THE MARINER PARK DRIVEWAY
12 ACCESS.

13
14 WHEREAS, The location of the access drive into Mariner Park (from Homer Spit Road)
15 has received complaints regarding safety. Its proximity to the highway curve to the south of the
16 park entrance creates sight distance problems (see Memorandum 12-105); and

17
18 WHEREAS, Moving the park entrance to the north would increase sight distances for
19 vehicles coming off the Spit and for those entering and exiting the park. The new location would
20 also provide pedestrians with a safer corridor to cross the highway.

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

23
24 Section 1. The FY 2012 Operating Budget is hereby amended by appropriating not more
25 than \$30,000 from the Parks and Recreation Depreciation Reserve Fund for relocating the
26 driveway access into Mariner Park.

27
28 Expenditure:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--|--------------------------------|---------------|
| 156-385(Parks and Recreation Depreciation Reserve Fund) | Mariner Park Access Relocation | \$30,000 |

29
30
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34
35 Section 2. This is a budget amendment ordinance, is not permanent in nature, and shall
36 not be codified.

37
38 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of July,
39 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

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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

Date: _____

Thomas F. Klinkner, City Attorney

Date: _____



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

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

MEMORANDUM 12-105

TO: Walt Wrede, City Manager

FROM: Carey Meyer, Public Works Director

DATE: June 19, 201

RE: **Relocation of Mariner Park Driveway Access**
Request Authority/Funding to Move

The location of the access drive into Mariner Park (from Homer Spit Road) has received complaints regarding safety. Its proximity to the highway curve to the south of the park entrance creates sight distance problems (see attached aerial photo). There have been vehicular and pedestrian accidents at this location.

Moving the park entrance to the north would increase sight distances for vehicles coming off the Spit and for those entering and exiting the park (see attached aerial photo and conceptual design drawing). The new location would also provide pedestrians with a safer corridor to cross the highway. The Parks and Recreation Commission and the Police Chief has expressed their concerns about this conflicting turning movement situation.

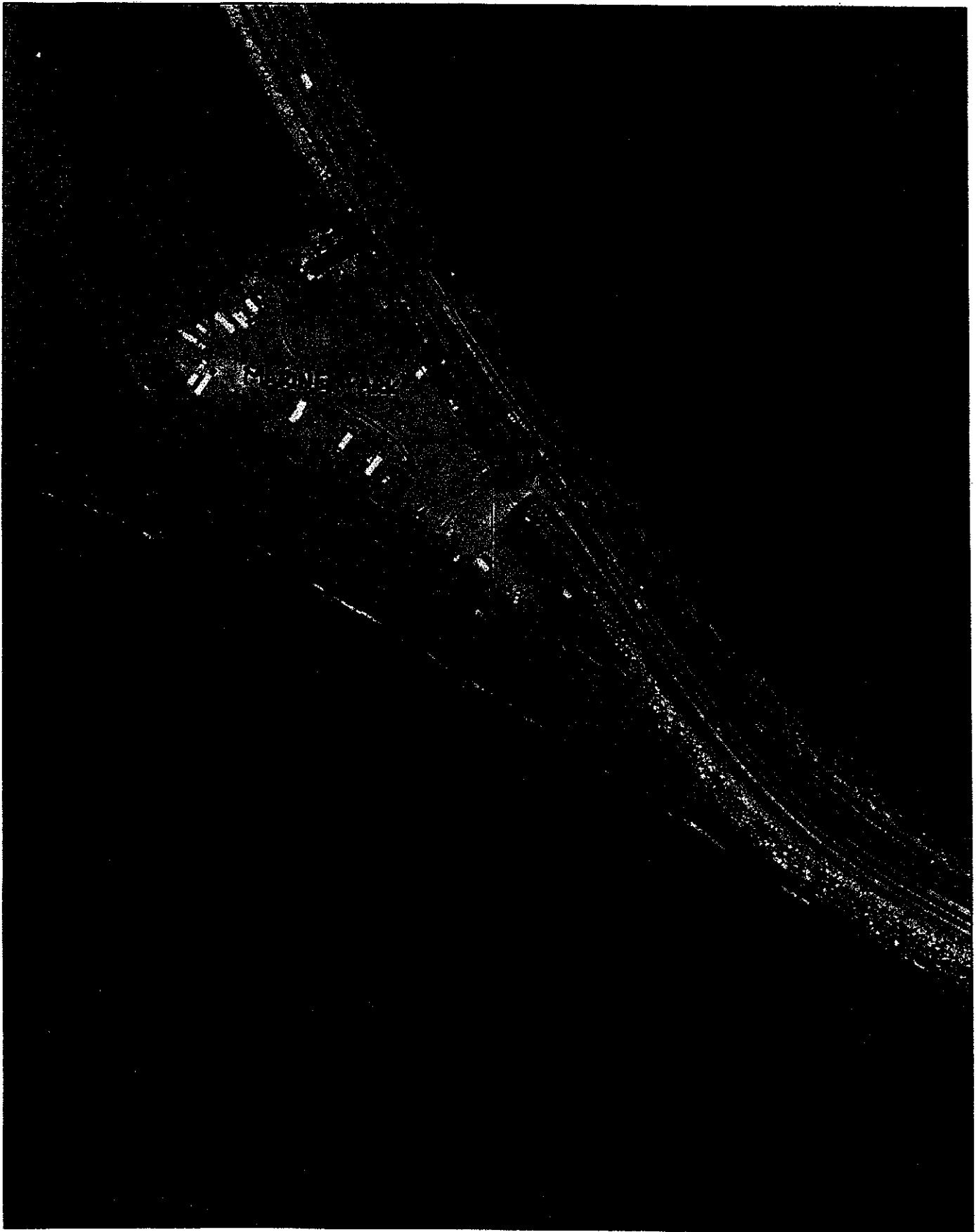
Attached is a cost estimate to relocate the driveway entrance. The cost is estimated to be \$30,000.

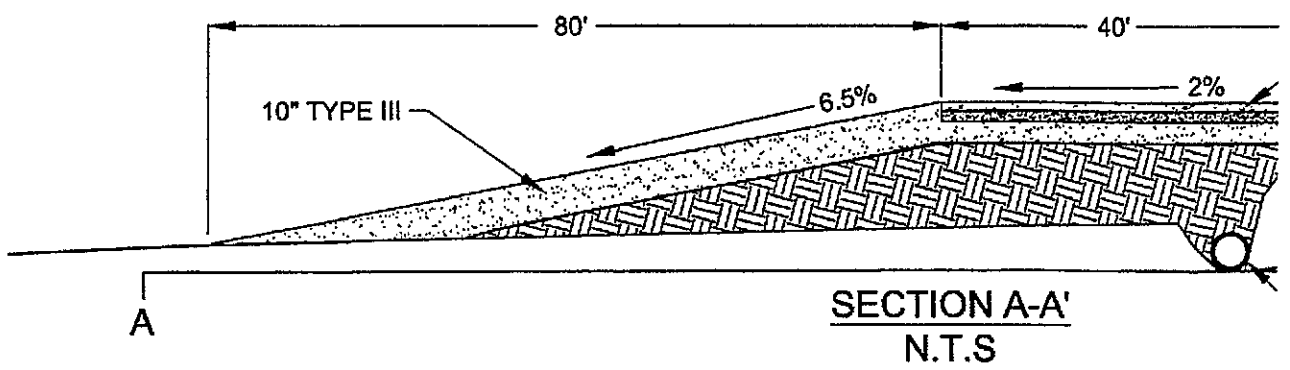
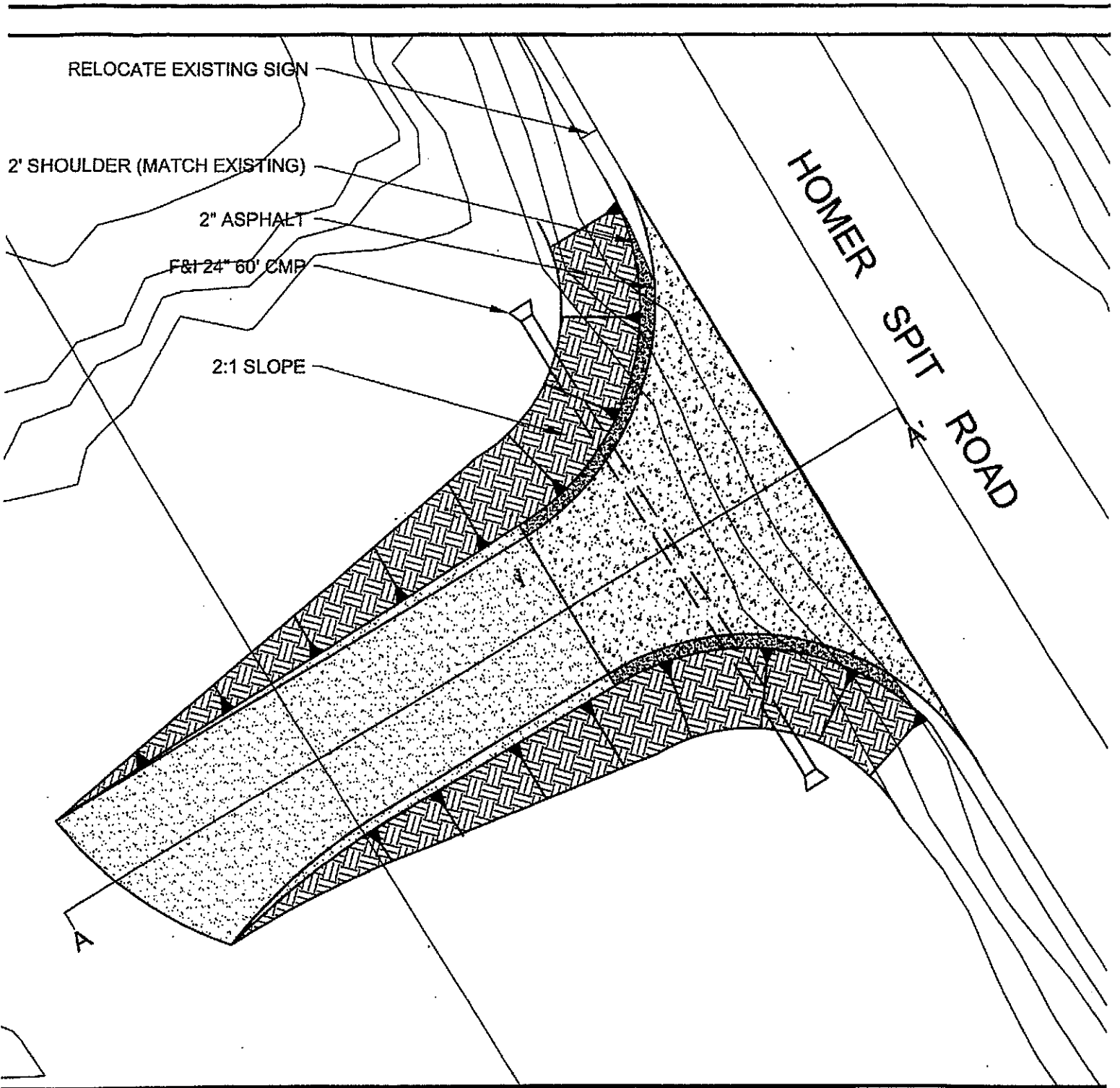
Recommendations: The City Council pass an ordinance amending the FY 12 operating budget and authorizing up to \$30,000 from the Parks and Recreation Depreciation Reserve Fund to relocate the entrance into Mariner Park and authorizing the City Manager to execute all appropriate documents necessary to complete the work.

Cost Estimate
 Mariner Park Driveway Relocation

| Item of Work | Units | Quantity | Unit Price | Cost |
|--|-------|----------|-------------|----------|
| Mob/Demob | LS | - | \$ 1,500.00 | \$ 1,500 |
| Construction Survey | LS | - | \$ 750.00 | \$ 750 |
| Grubbing | LS | - | \$ 1,000.00 | \$ 1,000 |
| Ditch Construction | LF | 200 | \$ 6.00 | \$ 1,200 |
| 24" Culvert Install | LF | 40 | \$ 30.00 | \$ 1,200 |
| Import City Provided Dredge Spoils | CY | 500 | \$ 9.00 | \$ 4,500 |
| Furnish/Install Type III Classified Material | Tons | 100 | \$ 14.50 | \$ 1,450 |
| Sawcut Existing Pavement | LF | 100 | \$ 2.50 | \$ 250 |
| Furnish/Install 2" LC/AC Pavement | SF | 1750 | \$ 5.00 | \$ 8,750 |
| Topsoil/Seeding | SF | 3750 | \$ 0.60 | \$ 2,250 |
| Relocate Sign | EA | 2 | \$ 275.00 | \$ 550 |
| Remove Existing Driveway Approach | LS | - | \$ 4,500.00 | \$ 4,500 |

| | |
|-----------------------------|------------------|
| Total Construction Cost | \$ 27,900 |
| Contingency (10%) | \$ 2,100 |
| Total Project Budget | \$ 30,000 |





ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-29

An Ordinance of the Homer City Council Amending Homer City Code Chapter 15.10.010 to Exclude Oscar Munson Subdivision Lot 34 from the Ocean Drive Loop Special Service District.

Sponsor: Lewis/Wythe

1. City Council Regular Meeting June 25, 2012 Introduction
 - a. Ordinance 11-49(S)

1 CITY OF HOMER
2 HOMER, ALASKA

Lewis/Wythe

3
4 ORDINANCE 12-29

5
6 AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING HOMER
7 CITY CODE CHAPTER 15.10.010 TO EXCLUDE OSCAR MUNSON
8 SUBDIVISION LOT 34 FROM THE OCEAN DRIVE LOOP SPECIAL
9 SERVICE DISTRICT.

10
11 WHEREAS, The City by Ordinance 11-49(S) established the Ocean Drive Loop Special
12 Service District ("District") for the purpose of funding the operation and maintenance of the
13 seawall that had been constructed in the Ocean Drive Loop Bluff Erosion Control Improvement
14 District; and

15
16 WHEREAS, The City holds a permit issued by the Army Corps of Engineers for the
17 seawall; and

18
19 WHEREAS, Among the properties included in the District is Oscar Munson Subdivision
20 Lot 34, owned by Donald T. McNamara and Donna Rae Faulkner (the "McNamaras"); and

21
22 WHEREAS, The McNamaras have applied to the Army Corps of Engineers for the
23 transfer of the permit issued to the City for the part of the seawall that is located on Oscar
24 Munson Subdivision Lot 34; and

25
26 WHEREAS, The McNamaras have operated and maintained the part of the seawall that is
27 located on Oscar Munson Subdivision Lot 34 at their own expense, and have represented to the
28 Army Corps of Engineers and the City that they intend to continue to do so; and

29
30 WHEREAS, The McNamaras have requested that the City exclude Oscar Munson
31 Subdivision Lot 34 from the District.

32
33 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

34
35 Section 1. Homer City Code 15.10.010, Ocean Drive Loop Special Service District
36 established, is amended to read as follows:

37
38 15.10.010 Ocean Drive Loop Special Service District established. a. There is established
39 a special service district within the City designated as the "Ocean Drive Loop Special Service
40 District" for the purpose of providing special services to the properties in the Ocean Drive Loop
41 Bluff Erosion Control Improvement/Assessment District that are not provided elsewhere in the
42 City.

43 b. The Special Service District consists of the properties in the Homer Recording
44 District that are described as follows:

45
46 ~~Oscar Munson Subdivision Lot 34~~

- 47 Oscar Munson Subdivision Lot 35
- 48
- 49 Oscar Munson Subdivision Lot 36
- 50
- 51 Oscar Munson Subdivision Lot 37
- 52
- 53 Oscar Munson Subdivision Lot 38
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- 55 Oscar Munson Subdivision Lot 39
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- 57 Oscar Munson Subdivision Lot 40
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- 59 Oscar Munson Subdivision Lot 41
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- 61 Oscar Munson Subdivision Lot 42
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- 63 Oscar Munson Subdivision Lot 43
- 64
- 65 Oscar Munson Subdivision Lot 44
- 66
- 67 Oscar Munson Subdivision No. 18 Lot 45B
- 68
- 69 Oscar Munson Subdivision No. 18 Lot 45A
- 70
- 71 Tamian Subdivision Lot 1
- 72
- 73 A portion of T6S R13W Section 21, Beginning at corner of Sections 20, 21, 28,
74 and 29; thence N 64 degrees 10 minutes E a distance of 50.00 feet; thence S 64
75 degrees 10 minutes E a distance of 50.00 feet; thence E a distance of 35.00 feet;
76 thence N 0 degrees 05 minutes W a distance of 450.00 feet; thence W a distance
77 of 125.00 feet; thence S 0 degrees 05 minutes E a distance of 450.00 feet to the
78 point of beginning.
- 79
- 80 Seabreeze Subdivision Lot 5
- 81
- 82 Lake St ROW south of Ocean Drive Loop
- 83
- 84 Pedestrian Easement south of Ocean Drive Loop between Lots 37 and 38, Oscar
85 Munson Subdivision
- 86
- 87 Section 2. This Ordinance is of a permanent and general character and shall be included
88 in the City Code.
- 89
- 90 Section 3. This Ordinance is effective as of December 31, 2011.
- 91

92 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
93 _____ 2012.

94
95 CITY OF HOMER

96
97
98
99 _____
JAMES C. HORNADAY, MAYOR

100
101 ATTEST:

102
103
104 _____
105 JO JOHNSON, CMC, CITY CLERK

106
107 YES:

108 NO:

109 ABSTAIN:

110 ABSENT:

111
112 First Reading:

113 Public Hearing:

114 Second Reading:

115 Effective Date:

116
117 Reviewed and approved as to form:

118
119
120 _____
121 Walt E. Wrede, City Manager

120 _____
121 Thomas F. Klinkner, City Attorney

122
123
124 Date: _____

124 Date: _____

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**CITY OF HOMER
HOMER, ALASKA**

City Manager, City Attorney

ORDINANCE 11-49(S)

AN ORDINANCE OF THE HOMER CITY COUNCIL ADOPTING HOMER CITY CODE CHAPTER 15.10, OCEAN DRIVE LOOP SPECIAL SERVICE DISTRICT, TO CREATE A DIFFERENTIAL PROPERTY TAX ZONE TO LEVY PROPERTY TAXES TO FUND SPECIAL SERVICES PROVIDED IN THE DISTRICT.

WHEREAS, The City may by ordinance establish, alter, and abolish differential tax zones to provide and levy property taxes for services not provided generally in the City, or a different level of service than that provided generally in the City; and

WHEREAS, The City by Ordinance 06-53(S) established a differential tax zone known as the Ocean Drive Loop Special Service District ("District") for the purpose of providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement District that are not provided elsewhere in the City; and

WHEREAS, Ordinance 06-53(S) provided for the formation of an association of property owners to receive and expend taxes levied in the District for the purpose of operating and maintaining the seawall that had been constructed in the Ocean Drive Loop Bluff Erosion Control Improvement District; and

WHEREAS, When no association of property owners formed as contemplated by Ordinance 06-53(S), the Council enacted Ordinance 10-19, finding that it would be in the best interest of the City to allow the owners of property in the District to determine among themselves what collective arrangements, if any, to make for funding the operation of the seawall, and abolishing the District; and

WHEREAS, Some property owners in the Ocean Drive Loop Bluff Erosion Control Improvement District continue to assert that the City is responsible for maintaining the seawall, and have induced the Army Corps of Engineers to require the City to repair damage to the seawall under the terms of the permit the Corps issued to the City for the seawall; and

WHEREAS, Until the issue of the City's obligations under the Corps permit can be resolved, it is necessary for the City to have a source of funds to pay costs of repairing the seawall; and

WHEREAS, For the purpose of providing funds required to pay the cost of repairs to the seawall, it is in the best interest of the City to immediately establish a new differential tax zone known as the Ocean Drive Loop Special Service District for the purpose of providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement District of a special kind and greater level of service than those provided generally in the City.

47 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
48

49 Section 1. Homer City Code Chapter 15.10, Ocean Drive Loop Special Service District,
50 is adopted to read as follows:

51 Chapter 15.10

52 OCEAN DRIVE LOOP SPECIAL SERVICE DISTRICT
53

54
55 Sections:

- 56
57 15.10.005 Definitions
58 15.10.010 Ocean Drive Loop Special Service District established
59 15.10.020 Property tax levy
60 15.10.030 Payment in lieu of taxes
61 15.10.040 Administration
62 15.10.050 Services authorized
63 15.10.060 Excess tax revenue
64

65 15.10.005 Definitions. As used in this chapter:

66
67 "*Improvement District*" means the Ocean Drive Loop Bluff Erosion Control
68 Improvement District previously established by the City as a local improvement district to
69 construct an erosion control seawall.
70

71 "*Operate*" and "*Operation*" with respect to the Seawall includes operation, maintenance,
72 repair, reconstruction, improvement, insurance, administration and other related or similar
73 activities conducted in the course of making and keeping the Seawall operational for its intended
74 erosion control purpose for the benefit of the properties in the Improvement District.
75

76 "*Seawall*" means the erosion control seawall constructed in the Improvement District.

77
78 "*Special Service District*" means the Ocean Drive Loop Special Service District
79 established under this chapter.
80

81 15.10.010 Ocean Drive Loop Special Service District established. a. There is established
82 a special service district within the City designated as the "Ocean Drive Loop Special Service
83 District" for the purpose of providing special services to the properties in the Ocean Drive Loop
84 Bluff Erosion Control Improvement/Assessment District that are not provided elsewhere in the
85 City.

86 b. The Special Service District consists of the properties in the Homer Recording
87 District that are described as follows:
88

89 Oscar Munson Subdivision Lot 34

90
91 Oscar Munson Subdivision Lot 35
92

- 93 Oscar Munson Subdivision Lot 36
- 94
- 95 Oscar Munson Subdivision Lot 37
- 96
- 97 Oscar Munson Subdivision Lot 38
- 98
- 99 Oscar Munson Subdivision Lot 39
- 100
- 101 Oscar Munson Subdivision Lot 40
- 102
- 103 Oscar Munson Subdivision Lot 41
- 104
- 105 Oscar Munson Subdivision Lot 42
- 106
- 107 Oscar Munson Subdivision Lot 43
- 108
- 109 Oscar Munson Subdivision Lot 44
- 110
- 111 Oscar Munson Subdivision No. 18 Lot 45B
- 112
- 113 Oscar Munson Subdivision No. 18 Lot 45A
- 114
- 115 Tamian Subdivision Lot 1
- 116
- 117 A portion of T6S R13W Section 21, Beginning at corner of Sections 20, 21, 28,
- 118 and 29; thence N 64 degrees 10 minutes E a distance of 50.00 feet; thence S 64
- 119 degrees 10 minutes E a distance of 50.00 feet; thence E a distance of 35.00 feet;
- 120 thence N 0 degrees 05 minutes W a distance of 450.00 feet; thence W a distance
- 121 of 125.00 feet; thence S 0 degrees 05 minutes E a distance of 450.00 feet to the
- 122 point of beginning.
- 123
- 124 Seabreeze Subdivision Lot 5
- 125
- 126 Lake St ROW south of Ocean Drive Loop
- 127
- 128 Pedestrian Easement south of Ocean Drive Loop between Lots 37 and 38, Oscar
- 129 Munson Subdivision

130
131 15.10.020 Property tax levy. a. The Special Service District shall be funded by a property
132 tax levied on the properties in the Special Service District. The City Council shall annually set
133 the mill levy pursuant to Section 9.04.040. The tax shall be assessed and collected as other real
134 property taxes levied by the City.

135 b. Any property tax levied for the purpose of funding the Special Service District shall be
136 excluded from the calculation of the mill rate contingency set forth in Section 9.16.020 for
137 purpose of determining whether the City's sales tax levy shall remain in effect.
138

139 15.10.030 Payment in lieu of taxes. In lieu of paying taxes on tax exempt property owned
140 by the City in the Special Service District, the City will annually appropriate money to the
141 district or perform in-kind services for the district equivalent in value to the amount of taxes that
142 would be levied on the City property if it were taxable.
143

144 15.10.040 Administration. The administration of this chapter is a function of the
145 Department of Administration.
146

147 15.10.050 Services Authorized. Revenue collected by the City under this chapter may be
148 appropriated and expended for the limited purpose of funding Operation of the Seawall for the
149 benefit of all properties in the Improvement District.
150

151 15.10.060 Excess tax revenue. If at any time the City Council determines Special Service
152 District tax revenues exceed the needs of the Special Service District, the City Council may
153 authorize a refund of the excess tax revenues collected under this chapter to the taxpayers in
154 proportion to amounts paid in by such taxpayers.
155

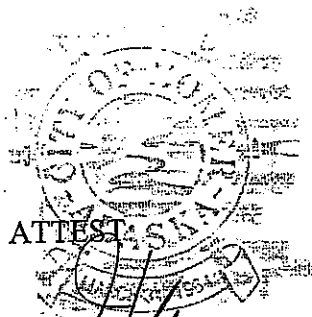
156 Section 2. This Ordinance is of a permanent and general character and shall be included
157 in the City Code.
158


159 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 23rd day of
160 January, 2012.
161

CITY OF HOMER



JAMES C. HORNADAY, MAYOR



162
163
164
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167
168 ATTEST: 
169
170
171
172 JO JOHNSON, CMC, CITY CLERK
173

174 YES: 5
175 NO: 1
176 ABSTAIN: 0
177 ABSENT: 0
178

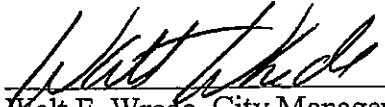
179 First Reading: 12/19/11
180 Public Hearing: 1/23/12
181 Second Reading: 1/23/12
182 Effective Date: 1/24/12
183

184 Reviewed and approved as to form:

185

186

187

188 
Walt E. Wrede, City Manager

189

190 Date: 1/25/12

191

192


Thomas F. Klinkner, City Attorney

Date: 1-27-12

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-30

An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating a Legislative Grant in the Amount of \$8,150,000 for Construction of the Natural Gas Pipeline from Anchor Point to Homer and Kachemak City.

Sponsor: City Manager

1. City Council Regular Meeting June 25, 2012 Introduction

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager

4 ORDINANCE 12-30

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
7 ALASKA ACCEPTING AND APPROPRIATING A
8 LEGISLATIVE GRANT IN THE AMOUNT OF \$8,150,000 FOR
9 CONSTRUCTION OF THE NATURAL GAS PIPELINE FROM
10 ANCHOR POINT TO HOMER AND KACHEMAK CITY.

11
12 WHEREAS, The City of Homer has advocated for natural gas service in the community
13 for many years because it would stimulate the economy, lower the cost of living, and provide a
14 cleaner burning fuel consistent with the adopted Climate Action Plan; and

15
16 WHEREAS, The Alaska Legislature included \$8.15 Million in the FY 2013 State Capital
17 Budget for construction of a natural gas pipeline from Anchor Point to Homer and Kachemak
18 City; and

19
20 WHEREAS, The City Council wishes to accept the grant, appropriate the funds, and
21 contract for construction of the pipeline as quickly as possible.

22
23 NOW, THEREFORE, BE IT ORDAINED by the City of Homer:

24
25 Section 1. The Homer City Council hereby accepts and appropriates a Legislative Grant
26 in the amount of \$8.15 Million for construction of a natural gas pipeline from Anchor Point to
27 Homer and Kachemak City as follows:

28
29 Revenue:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|----------------------------------|---------------|
| 151-778 | Legislative Grant / Gas Pipeline | \$8,150,000 |

30
31
32
33 Expenditure:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|----------------------------------|---------------|
| 151-778 | Legislative Grant / Gas Pipeline | \$8,150,000 |

34
35
36
37 Section 2. The City Manager is authorized to execute all appropriate documents
38 associated with the grant.

CITY MANAGER'S REPORT

MANAGERS REPORT
June 25, 2012

TO: MAYOR HORNADAY / HOMER CITY COUNCIL

FROM: WALT WREDE

UPDATES / FOLLOW-UP

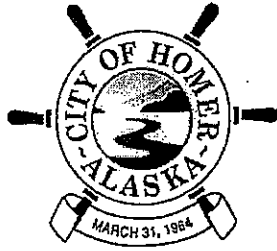
Natural Gas Update

1. The Legislative Grant: This agenda contains an ordinance accepting and appropriating the legislative grant in the amount of \$8.16 Million for construction of the large transfer pipeline from Anchor Point to Homer and Kachemak City. I am bringing this to you a little early in order to make sure we can move as quickly as possible. The funds are not available until after July 1 and we do not yet have the grant agreement. We expect to have the grant agreement in hand before second reading on July 23. Katie has been working with the State Department of Commerce and we already have preclearance and approval on the items both the State and the Council were concerned about last time. You may recall that those issues included ownership of the improvements, liability, Davis-Bacon wages ETC. We are currently working with Enstar on a Main Extension Contribution In Aid of Construction Agreement and also on making sure everyone is on the same page with respect to the documentation that will be needed for reimbursements. We expect to have a contract completed for review and approval on July 23 also.
2. Distribution System LID: At the Council's most recent workshop on the gas distribution system, I came away with the impression that there was general agreement that the City should initiate a Special Assessment District that encompassed the entire City. I wanted to take a moment to touch base with you again on that. I also wanted to confirm that unless I hear something different from Council, it is my intention now to prepare a resolution initiating the district with all of the supporting documentation attached at either the July 23 or August 13 meeting. Please let me know if Council has any misgivings about this because putting this package together will involve a huge amount of work and staff time. If Council wants us to go in a different direction, it would be good to know that now.
3. Communication Plan: Council has spoken often about engaging the public in a conversation about the distribution system and the pros and cons of the City providing low interest loans to property owners to finance construction of the mains. If Council wants me to move ahead with drafting a resolution initiating the Assessment District, we could use the time between now and then providing information to the public and soliciting comment. In addition to the usual methods of getting info out there and soliciting comment, I am thinking about an informal, non-binding, advisory poll that could be done on-line and through paper surveys provided at strategic locations. This might provide Council with an indication of the level of support that might exist for the City helping property owners get

access to gas through attractive financing. I am interested in hearing what you think about that idea.

ATTACHMENTS

- 1: Memorandum from Harbormaster Hawkins on Daniel D Incident



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
Web Site <http://port.ci.homer.ak.us>

MEMORANDUM

TO: HOMER CITY COUNCIL & CITY MANAGER WALT WREDE
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER *BH*
DATE: JUNE 18, 2012
SUBJECT: DANIEL D INCIDENT

On June 14, 2012, the 70 foot landing craft Daniel D. Takak owned by Norton Sound Economic Development Co., had to do an emergency landing on the west beach of the Homer Spit. Below is the timing of events during the incident. Throughout this incident, Harbor Staff worked with USCG, MSD Homer, ADEC, vessel representatives from Norton Sound Economic Development, Insurance Adjusters of Alaska, divers, welders, truck and equipment operators, and community group environmentalists. Staff also worked with local news and radio stations to help keep the public informed of the responses progress.

Thursday, June 14, 2012

0855 Daniel D reported that it was sinking 4 Nautical miles south of the Homer Spit
0900 Deputy Harbormaster Matt Clarke and Port Maintenance Supervisor Aaron Glidden departed Homer Harbor in Matt's personal boat, the Smoke Wagon, with two, two inch gas pumps for the Daniel D. Upon arrival, vessel's deck was flooded with one foot of water. Aaron Glidden boarded vessel, closed aft deck door/hatch to prevent further flooding and commenced damage control with gas pumps
0905 Daniel D called Egavik, its sister vessel, to come alongside to tie up together. Radioed "We are sinking"
0910 Harbormaster Bryan Hawkins retrieved a third, two inch gas pump from System 5 and notified USCG Hickory of situation
0930 Transferred pump to Homer Ocean Charter's Baylink who volunteered to run it out to the Daniel D
0940 Daniel D and Egavik landed on west beach in front of Boardwalk Fish and Chips
1020 Deputy Harbormaster Matt Clarke and Port Maintenance Supervisor Aaron Glidden returned to harbor. Pumps secured on Daniel D until tide ebbed, plan was to stabilize it and then move it to the Steel Grid for further repairs to hull.
1230-1400 Deputy Harbormaster Matt Clarke, Harbor Officer Mark Whaley, and two Harbor Assistants deployed containment curtain around Daniel D
1600-2000 Deputy Harbormaster Matt Clarke, Harbor Officer Mark Whaley, Harbormaster Bryan Hawkins, Port Maintenance Supervisor Aaron Glidden, and Port Maintenance Tech Brian McCarthy worked together in pumping out the Daniel D. The goal was to pump out boat, patch the holes, refloat, and move to inside beach on other side of Homer Spit. It was determined though that the damage was too severe to be repaired at that time. In a planning meeting with the vessel representatives and MSD Homer it was agreed to regroup in the morning on a better tide with the same goals.
2000 Harbormaster Bryan Hawkins informed the Daniel D's captain and crewmembers that Harbor Personnel will be withdrawing from the project from this point on as it was deemed "no longer an emergency response" and that the Daniel D needs to bring its own labor force to the project

Friday, June 15, 2012

- 0700-1900 Harbor Staff monitored response crews' efforts. In Demand Marine was on scene repairing the holes in the hull. Vacuum trucks were removing fuel, oil, and bilge water. A small spill occurred during the night. Crew of the Daniel D was deploying absorbent boom in an effort to clean it
- 1900 Harbormaster Bryan Hawkins met with Daniel D's response team for a briefing on refloating and moving off the west beach to either the Steel Grid or the east beach near Pier One Theatre. Harbor Staff continued to observe response crew' progress and report to Harbormaster Bryan Hawkins and/or Deputy Harbormaster Matt Clarke if there are issues
- 2230 Harbor Officer Elton Anderson called Harbormaster Bryan Hawkins to inform him that the Egavik was attempting to remove the Daniel D from the west beach. Elton stated they were going to need help. Vessel representatives requested assistance.
- 2300 Harbormaster Bryan Hawkins and Harbor Officer Elton Anderson responded with the harbor tug. Arrived on scene at the west side of Homer Spit between Seafarer's Memorial and Boardwalk Fish and Chips. Took over the tow of the Daniel D from the Egavik just outside of the surf line. With the harbor tug, towed the Daniel D to the east beach near Pier One Theatre and pushed the vessel aground on an outgoing tide.

Saturday, June 16, 2012

- 0200 Harbormaster Bryan Hawkins and Harbor Officer Elton Anderson returned to Homer Harbor
- 1500 Harbormaster Bryan Hawkins met with Daniel D response team at the Homer Airport for a parking lot briefing. The Daniel D is no longer leaking. Vessel will remain at the beach landing until arrangements can be made for a haul-out at the English Bay facility either by crane or by cylindrical air bags.
- 1530 Harbor Staff retrieved remainder of equipment from Daniel D and cleaned/readied for return to service

Sunday, June 17, 2012

Limited Harbor Staff interaction with the Daniel D

Monday, June 18, 2012

Finalizing report and fees for overall response

CITY ATTORNEY REPORT

COMMITTEE REPORT(S)

PENDING BUSINESS

CITY OF HOMER
HOMER, ALASKA

Wythe

RESOLUTION 12-050

A RESOLUTION OF THE CITY OF HOMER AUTHORIZING THE INITIATION OF A SPECIAL ASSESSMENT DISTRICT IN THE LILLIAN WALLI ESTATE SUBDIVISION IDENTIFIED AS HM0880017 T06S R14W S24 LILLIAN WALLI ESTATE SUBDIVISION LOTS 39 - 42 AND 51 -77, FOR THE PURPOSES OF PREPARING THE LOTS OWNED BY THE CITY OF HOMER FOR SALE AND FURTHER RESIDENTIAL DEVELOPMENT..

WHEREAS, The City of Homer received possession of lots 57, 58, 59, 60, 65, 66, 67, and 70 in the Lillian Walli Estate Subdivision, plat location HM0880017 T06S R14W S24, through the tax foreclosure processes; and,

WHEREAS, Constructing roads and water and sewer utilities in this subdivision is in the public interest and advances council priorities because it would increase the tax base, promote in-filling, and provide more customers for the water and sewer utility; and

WHEREAS, The subdivision agreement addresses completion of water, sewer and road facilities prior to development; and

WHEREAS, It is desirable to have these properties sold and returned to the tax rolls; and

WHEREAS, Pursuant to HCC 17.04.040 (a)(1) A special assessment district may be initiated by a resolution approved by a vote of not less than three-fourths of the council.

NOW THEREFORE BE IT RESOLVED that the Homer City Council does hereby authorize the initiation of a Special Assessment District to include HM0880017 T06S R14W S24, Lillian Walli Estate Subdivision Lots 39 - 42 and 51 -77, for the purposes of preparing the lots owned by the City of Homer for sale and further residential development.

BE IT FURTHER RESOLVED that pursuant to HCC 18.04.030 the proceeds from such foreclosure property sales shall be allocated to the funding of depreciation after satisfying delinquent taxes, assessments and/or City costs.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 29th day of May, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Various Administrative Costs

MEMORANDUM 12-106

TO: Mayor Hornaday and Homer City Council
FROM: Walt Wrede
DATE: June 20, 2012
SUBJECT: Resolution 12-050 / Proposed LID at Lillian Walli Estates

Resolution 12-050 was on the Council's regular meeting agenda on May 29, 2012. Resolution 12-050, if adopted, would initiate the LID process in a portion of the Lillian Walli Estates Subdivision for water, sewer, road, and other utility improvements so that lots there could be developed. The resolution was postponed until June 23, 2012 so that additional legal and audit work could be performed before moving forward.

The legal and audit work is on-going and has not been completed. It turns out that the month postponement was not enough time. The time and resource demands associated with other urgent and pressing priorities have been a big factor. I would recommend another postponement until July 23. At that time we should be able to provide the Council with a full status report and recommendation.

RECOMMENDATION: Postpone consideration of Resolution 12-050 to July 23, 2012.

AGREEMENT

THE CITY OF HOMER, hereinafter the "City", a municipal corporation, and Ero Steve Walli and John Robert Gibson, hereinafter the "Owner(s)", enter into the following agreement this 16th day of May, 1988.

The parties to this agreement shall accept notices at the following addresses:

OWNER(S)
Ero Steve Walli, Executor
John Robert Gibson, Co-Executor

CITY
Phil C. Shealy
City Manager
City of Homer
491 E. Pioneer Ave.
Homer, Ak. 99603

The public rights of way and the real property which is the subject of this agreement, hereinafter the "subdivision", is located in the City of Homer and more particularly described as:

Lillian Walli Estate, located in the E1/2, NE1/4, Sec. 24, T.6S., R.14W., S.M.
HRD (Area = 76.277 acres) PLAT 88-16

In consideration of the provisions contained in Chapter 22.10, Section 22.10.050 a., the Owner(s), their successors and assigns agree that no request for a building permit or additional utility connections will be made until improvements (roads, water, sewer, drainage and other utilities), are completed and accepted by the City. Owner(s) further agree to include a specific caveat in each and every contract with, or conveyance of land to subsequent property owners to the effect that no building permits or utility connections shall be made to the property described therein until all improvements are completed and accepted by the City.

Owner (s) shall indemnify and hold the City harmless against any claims made by subsequent property owners for failure to construct water, sewer, road or other utility services to their respective lots, in conformance with City standards.

CITY OF HOMER

OWNERS

Phil C. Shealy
Phil C. Shealy
City Manager

Ero Steve Walli
John Robert Gibson

5/16/88
Date

May 16, 1988
Date

RECEIVED

JUL 25 1988

City of Homer
Planning & Zoning

Form 7b-4-88

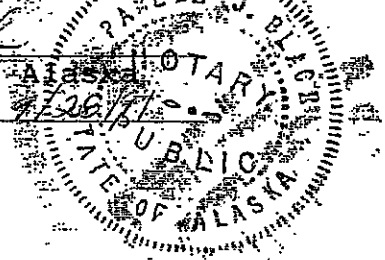
STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

Before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared Phil C. Shealy to me known and known to me to be the person(s) described in and who executed the above instrument and he acknowledged to me that he signed the same freely and voluntarily for the means and purposes therein mentioned.

WITNESS my hand and notarial seal this 16th day of May, 1988.

(S E A L)

Pamela J. Black
Notary Public in and for Alaska
My Commission Expires: 7/26/91



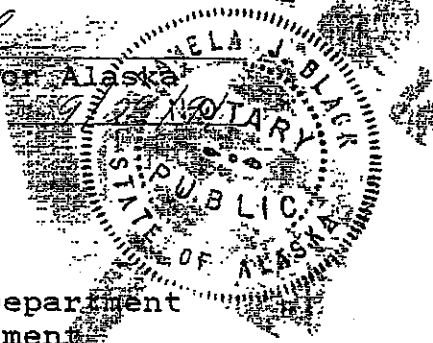
STATE OF ALASKA)
) ss
THIRD JUDICIAL DISTRICT)

Before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, this day personally appeared Eric S. Wallis & John R. Gibson to me known and known to me to be the person (s) described in and who executed the above instrument and they acknowledged to me that they signed the same freely and voluntarily for the means and purposes therein mentioned.

WITNESS my hand and notarial seal this 16th day of May, 1988.

(S E A L)

Pamela J. Black
Notary Public in and for Alaska
My Commission Expires: 7/26/91



DISTRIBUTION OF THIS AGREEMENT:

- Original - City Clerk
- Copies - Public Works Department
- Finance Department
- Planning Department
- Engineering Project File
- Inspector

88-1555
13-

RECORDED ~~FILED~~
HOMER RECORDING
DISTRICT

Return to: City Clerk
491 E. Pioneer Ave. Form 7b-4-88
Homer, Ak 99603

MAY 19 3 39 PM '88

REQUESTED BY City of Homer
ADDRESS Homer, Ak 99603

AGREEMENT FOR ASSUMPTION OF PRO RATA
SHARE OF ASSESSMENTS AND RESPONSIBILITIES
UNDER DEVELOPMENT AGREEMENT, CITY OF HOMER

1 THIS AGREEMENT, made the 16th day of NOVEMBER , 1988,
2 by and between the CITY OF HOMER, a first class Alaskan
3 municipality, hereinafter called City, and all persons having an
4 interest in certain real property hereinafter described, and
5 referred to as "The Walli Tract", hereinafter referred to
6 collectively as "the Walli Interests".

7 WITNESSETH:

8 WHEREAS, the Walli Interests have subdivided the Walli
9 Tract, hereinafter described into 75 lots for the purpose of sale
10 to individual purchasers, and

11 WHEREAS, the Walli Interests acknowledge that assessments
12 for the construction of water and sewer utilities by the City
13 which benefit a portion of the Walli Tract, are a first lien
14 against said property in the total sum of \$249,657.00, and

15 WHEREAS, the Walli Interests have requested that the City
16 allow payment of the aforesaid assessments by applicable
17 individual owners of lots within the Walli Subdivision, Plat No.
18 88-16 filed in the Homer Recording District on February 17, 1988
19 on a pro rata basis, and

20 WHEREAS, Ero Steve Walli and John R. Gibson, as executors,
21 signed a development agreement with the City of Homer, which is
22 recorded in Book 0183 pages 424 and 425 Homer Recording District,
23 the terms of this Development Agreement being incorporated herein
24 by this reference, designating themselves responsible for street,
25 drainage, water, storm drain, sanitary sewer, street signs,
26

1 street lighting, underground power and monumentation improvements
2 to the Walli Estate, and

3 WHEREAS, Ero Steve Walli and John R. Gibson also represented
4 in said development agreement with the City of Homer that no
5 building permit and/or request for utility connection will be
6 submitted to the City for any lot within the subdivision until
7 such time that the improvements are completed and accepted by the
8 City of Homer.

9 NOW, THEREFORE, in consideration of the premises and the
10 mutual benefits derived herefrom, the parties agree as follows:

11 1. Pro-rata Assessment. The City agrees to allow pro rata
12 assessment of individual lots in the Walli Subdivision subject to
13 all terms and conditions of this agreement.

14 2. Property Descriptions. The Walli Tract is described as
15 follows:

16 Tracts A, B, C, D and Lots 1 to 77 of Plat No. 88-16,
17 filed in the Homer Recording District, Third Judicial
18 District, State of Alaska, prepared by Henning Johnson,
19 Registered Professional Land Surveyor, approved by the
20 Kenai Peninsula Borough on the 16th day of May, 1988.

21 3. Acknowledgment of Assessments. The parties acknowledge
22 that the total amount of the assessments for water and sewer
23 utilities now due on the Walli Subdivision properties included in
24 the Sterling Highway Improvement District above described, is
25 \$249,657.00. The parties further acknowledge and agree that the
26 pro rata share of such assessments which are attributable to and
are a lien on individual lots is listed in the Schedule of
Assessments hereby incorporated by this reference and a copy
thereof attached hereto marked as Exhibit A.

1 4. Guaranty. The Walli Interests agree to remain liable
2 for payment of pro rata share of assessments as described above
3 in the event of default in any payment of such assessments to the
4 City by the individual owners of property in the Walli
5 Subdivision as listed in Exhibit A.

6 5. Priority of Assessment Liens. The Walli Interests
7 acknowledge that the pro rata share of assessments referred to
8 above are a lien against the above described property, having
9 priority against all other liens thereon except municipal tax
10 liens, pursuant to Alaska Statutes 29.46.080(c).

11 6. Assumption of Responsibilities Under Development
12 Agreement. The Walli Interests hereby assume responsibilities
13 for performance of all conditions of the Development Agreement
14 signed by Ero Steve Walli and John R. Gibson, Executors, with the
15 City of Homer, excluding the owners of Tract A, C and D of the
16 above described property. The following named Heirs are
17 specifically referred to under this paragraph as having accepted
18 responsibility under the development agreement attached hereto as
19 Exhibit B: John R. Gibson, Ero Steve Walli, Carolyn Platt, Pat
20 W. Miller, David Gibson, Cheryl Gay Ford and Robin White.

21 7. Default. In the event of default on the part of the
22 Walli Interests, delinquent assessments shall be subject to
23 foreclosure under the Alaska Statutes and the Homer Municipal
24 Code. Failure to perform all conditions and comply with all
25 requirements of the Development Agreement described in the
26 preceding Paragraph shall constitute a material breach of this
Agreement.

1 8. Assigns and Successors. This agreement shall be
2 binding upon and inure to the benefit and burden of the heirs,
3 assigns and successors in interest of the parties hereto.

4 9. Recordation. Upon execution, this agreement shall be
5 recorded in the Homer Recording District.

6 IN WITNESS WHEREOF, the parties have hereunto set their
7 hands the day and year first above written.

8 CITY

CITY OF HOMER

9
10 By Philip C. Shealy
11 Philip C. Shealy
City Manager

12 WALLI INTERESTS

13 Lillian May Miller
14 LILLIAN MAY MILLER

Robert J. Walli
ROBERT JOHN WALLI

15 Ero Steve Walli
16 ERO STEVE WALLI

John R. Gibson
JOHN R. GIBSON

17 Carolyn Platt
18 CAROLYN PLATT

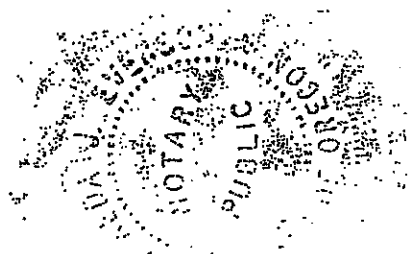
David Gibson
DAVID GIBSON

19 Robin M. White
20 ROBIN WHITE

Cheryl Gay Ford
CHERYL GAY FORD

21 Pat W. Miller
22 PAT W. MILLER

LAW OFFICES OF HAHN, JEWELL & STANFILL
431 WEST SEVENTH AVENUE, SUITE 212
ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
HOMER, ALASKA • TELEPHONE 235-8709



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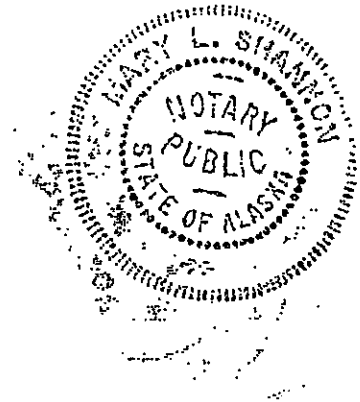
NOTARY CERTIFICATE

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY THAT on the 16th day of November, 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Phil C. Shealy known to me to be the City Manager of the City of Homer, Alaska and he acknowledged to me the execution of the foregoing instrument for and on the behalf of the City of Homer and further acknowledged to me that said instrument was signed by him on behalf of the City of Homer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Mary L. Shannon
Notary Public in and for Alaska
My Commission Expires: 10/14/91



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Hawaii
STATE OF ALASKA)
County of Kenai) ss.
~~THIRD JUDICIAL DISTRICT~~

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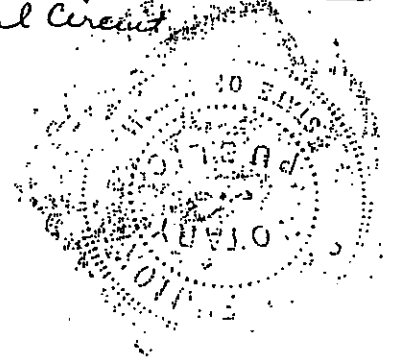
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THIS IS TO CERTIFY that on the 10th day of November *Hawaii*, 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Cheryl Gay Ford, known to me to be the individual named herein and she acknowledged to me the execution of the above and foregoing instrument to be hir free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Carol Fujish
Notary Public in and for Alaska *Hawaii*
My Commission Expires: 2-2-90
7 ifth Judicial Circuit



LAW OFFICES OF HAHN, JEWELL & STANFILL
431 WEST SEVENTH AVENUE, SUITE 212
ANCHORAGE, ALASKA 99501 - TELEPHONE 279-1544
HOMER, ALASKA - TELEPHONE 235-8709

1 STATE OF ALASKA)
2) ss.
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 5th day of October
5 1988, before me, the undersigned Notary Public in and for Alaska,
6 duly commissioned and sworn as such, personally appeared
7 *Robert J Walli*, known to me to be the individual named
8 herein and he acknowledged to me the execution of the above and
9 foregoing instrument to be his free and voluntary act and deed
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my notarial seal the day and year in this certificate first above
13 written.



14 *Linda Eason*
15 Notary Public in and for Alaska
16 My Commission Expires: _____
17 *acting Postmaster*

18 LAW OFFICES OF HAHN, JEWELL & STANFILL
19 431 WEST SEVENTH AVENUE, SUITE 212
20 ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
21 HOMER, ALASKA • TELEPHONE 235-8709
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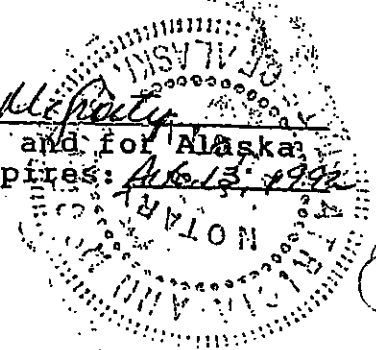
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STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 23rd day of September 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared John R. Gibson, known to me to be the individual named herein and he acknowledged to me the execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Patricia Ann McSperry
Notary Public in and for Alaska
My Commission Expires: Aug 13, 1992



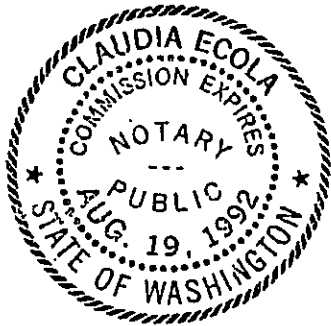
LAW OFFICES OF HAHN, JEWELL & STANFILL
431 WEST SEVENTH AVENUE, SUITE 212
ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
HOMER, ALASKA • TELEPHONE 235-8709

1 STATE OF ALASKA *Wn ce*
2 County of *King ce*) SS.
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the *7th* day of *November*,
5 1988, before me, the undersigned Notary Public in and for Alaska,
6 duly commissioned and sworn as such, personally appeared
7 *PAT W Miller*, known to me to be the individual named
8 herein and he acknowledged to me the execution of the above and
9 foregoing instrument to be his free and voluntary act and deed
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my notarial seal the day and year in this certificate first above
13 written.

14 *Claudia Ecola*
15 Notary Public in and for ~~Alaska~~ *Washington*
16 My Commission Expires: *8-19-92* *ST*



17 431 WEST SEVENTH AVENUE, SUITE 212
18 ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
19 HOMER, ALASKA • TELEPHONE 235-8709
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1 STATE OF ~~ALASKA~~ OREGON)
2) ss.
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 13th day of October
5 1988, before me, the undersigned Notary Public in and for ~~Alaska~~ Oreg,
6 duly commissioned and sworn as such, personally appeared
7 Carolyn Platt , known to me to be the individual named
8 herein and he acknowledged to me the execution of the above and
9 foregoing instrument to be hir free and voluntary act and deed
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my notarial seal the day and year in this certificate first above
13 written.

14 *Cyfrida J. Johnson*
15 Notary Public in and for Alaska
16 My Commission Expires: 7-23-89



STATE OF OREGON,

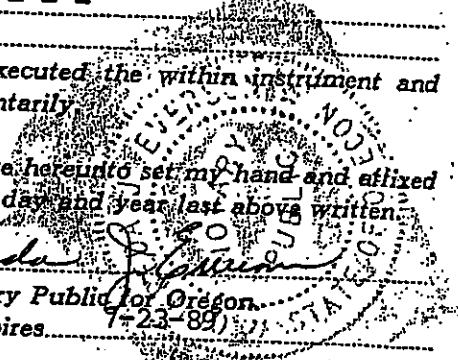
County of Clackamas } ss.

before me, the undersigned, a notary public in and for said county and state, personally appeared the within
named Carolyn Platt

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written

Cyfrida J. Johnson
Notary Public for Oregon
My commission expires 7-23-89



1 STATE OF ALASKA)
2) ss.
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 18th day of October
5 1988, before me, the undersigned Notary Public in and for ~~Alaska~~ OREGON,
6 duly commissioned and sworn as such, personally appeared
7 ROBYN M. WHITE, known to me to be the individual named
8 herein and he acknowledged to me the execution of the above and
9 foregoing instrument to be his free and voluntary act and deed
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my notarial seal the day and year in this certificate first above
13 written.

14 Cathy T. [Signature]
15 Notary Public in and for ~~Alaska~~ OREGON
16 My Commission Expires: 1/26/91



STATE OF OREGON

County of Clackamas
before me, the undersigned a notary public in and for said county and state, personally
appeared the within name Robyn m. white known to me to be the identical individual
described in and who executed the within instrument and acknowledged to me that she
executed the same freely and voluntarily. On this 14th day of October 1988

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed my official seal the day and year last
above written.

J.B. Myers
Notary public for Oregon
My Commission expires 05-03-91



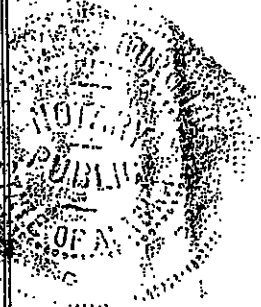
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STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 30th day of September 1988, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared LILLIAN MAY MILLER, known to me to be the individual named herein and he acknowledged to me the execution of the above and foregoing instrument to be his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Peggy A. Burgin
Notary Public in and for Alaska
My Commission Expires 1-24-91

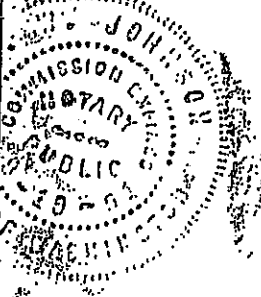


LAW OFFICES OF HAHN, JEWELL & STANFILL
431 WEST SEVENTH AVENUE, SUITE 212
ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
HOMER, ALASKA • TELEPHONE 235-6709

1 STATE OF ALASKA)
2) ss.
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 11th day of Oct.
5 1988, before me, the undersigned Notary Public in and for Alaska,
6 duly commissioned and sworn as such, personally appeared
7 David Gibson, known to me to be the individual named
8 herein and he acknowledged to me the execution of the above and
9 foregoing instrument to be his free and voluntary act and deed
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my notarial seal the day and year in this certificate first above
13 written.



14 John S. O'Connell
15 Notary Public in and for Alaska
16 My Commission Expires: 9-19-91

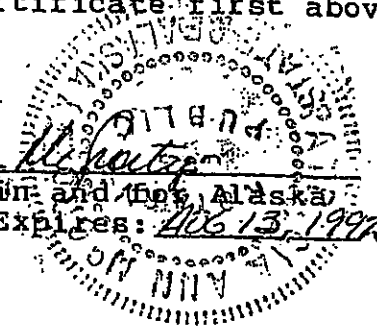
17 431 WEST SEVENTH AVENUE, SUITE 212
18 ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
19 HOMER, ALASKA • TELEPHONE 235-8709

1 STATE OF ALASKA)
2) ss.
3 THIRD JUDICIAL DISTRICT)

4 THIS IS TO CERTIFY that on the 23rd day of September
5 1988, before me, the undersigned Notary Public in and for Alaska,
6 duly commissioned and sworn as such, personally appeared
7 Ero Steve Walli , known to me to be the individual named
8 herein and he acknowledged to me the execution of the above and
9 foregoing instrument to be his free and voluntary act and deed
10 for the uses and purposes therein set forth.

11 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
12 my notarial seal the day and year in this certificate first above
13 written.

14 *Patricia Ann McQuinn*
15 Notary Public in and for Alaska
16 My Commission Expires: *Aug 13, 1992*



17 LAW OFFICES OF HAHN, JEWELL & STANFILL
18 431 WEST SEVENTH AVENUE, SUITE 212
19 ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
20 HOMER, ALASKA • TELEPHONE 235-8709
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26

WALLI SUBDIVISION
 SCHEDULE OF PRO RATA SHARE OF
STERLING HIGHWAY IMPROVEMENT DISTRICT ASSESSMENTS

| Property Owner | Lot Description | Pro Rata Assessment Amount | |
|-------------------|--------------------|-------------------------------|------------|
| | | Water | Sewer |
| Robert John Walli | Tract A | \$7,684.00 | \$7,684.00 |
| Ero Steve Walli | Tract B | \$7,684.00 | \$7,684.00 |
| John R. Gibson | | | |
| Carolyn Platt | | | |
| David Gibson | | | |
| Robin White | | | |
| Cheryl Gay Ford | | | |
| Pat W. Miller | | | |
| John R. Gibson | Lots 2 | \$1,499.46 | \$1,499.46 |
| | 57 | \$1,499.46 | \$1,499.46 |
| | 58 | \$1,499.46 | \$1,499.46 |
| | 59 | \$1,499.46 | \$1,499.46 |
| | 60 | \$1,499.46 | \$1,499.46 |
| | 61 | \$1,499.46 | \$1,499.46 |
| | 63 | \$1,499.46 | \$1,499.46 |
| | 64 | \$1,499.46 | \$1,499.46 |
| | 65 | \$1,499.46 | \$1,499.46 |
| | 66 | \$1,499.46 | \$1,499.46 |
| | 67 | \$1,499.46 | \$1,499.46 |
| | 70 | \$1,499.46 | \$1,499.46 |
| Ero Steve Walli | Lots 6 | \$1,499.46 | \$1,499.46 |
| | 18 | \$1,499.46 | \$1,499.46 |
| | 19 | \$1,499.46 | \$1,499.46 |
| | 20 | \$1,499.46 | \$1,499.46 |
| | 21 | \$1,499.46 | \$1,499.46 |
| | 22 | \$1,499.46 | \$1,499.46 |
| | 23 | \$1,499.46 | \$1,499.46 |
| | 24 | \$1,499.46 | \$1,499.46 |
| | 25 | \$1,499.46 | \$1,499.46 |
| | 49 | \$1,499.46 | \$1,499.46 |
| Carolyn Platt | Lots 5 | \$1,499.46 | \$1,499.46 |
| | 26 | \$1,499.46 | \$1,499.46 |
| | 27 | \$1,499.46 | \$1,499.46 |
| | 28 | \$1,499.46 | \$1,499.46 |
| | 29 | \$1,499.46 | \$1,499.46 |
| | 30 | \$1,499.46 | \$1,499.46 |
| | 31 | \$1,499.46 | \$1,499.46 |
| | 32 | \$1,499.46 | \$1,499.46 |
| | 33 | \$1,499.46 | \$1,499.46 |

LAW OFFICES OF HAHN, JEWELL & STANFILL
 431 WEST SEVENTH AVENUE, SUITE 212
 ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
 HOMER, ALASKA • TELEPHONE 235-8709

| | | | | | |
|----|-----------------|------|----|------------|------------|
| 1 | | | 34 | \$1,499.46 | \$1,499.46 |
| | | | 35 | \$1,499.46 | \$1,499.46 |
| 2 | David Gibson | Lots | 4 | \$1,499.46 | \$1,499.46 |
| | | | 39 | \$1,499.46 | \$1,499.46 |
| 3 | | | 40 | \$1,499.46 | \$1,499.46 |
| | | | 41 | \$1,499.46 | \$1,499.46 |
| 4 | | | 42 | \$1,499.46 | \$1,499.46 |
| | | | 43 | \$1,499.46 | \$1,499.46 |
| 5 | | | 44 | \$1,499.46 | \$1,499.46 |
| | | | 45 | \$1,499.46 | \$1,499.46 |
| 6 | | | 46 | \$1,499.46 | \$1,499.46 |
| 7 | Robin White | Lots | 1 | \$1,499.46 | \$1,499.46 |
| | | | 47 | \$1,499.46 | \$1,499.46 |
| 8 | | | 48 | \$1,499.46 | \$1,499.46 |
| | | | 71 | \$1,499.46 | \$1,499.46 |
| 9 | | | 72 | \$1,499.46 | \$1,499.46 |
| | | | 73 | \$1,499.46 | \$1,499.46 |
| 10 | | | 74 | \$1,499.46 | \$1,499.46 |
| | | | 75 | \$1,499.46 | \$1,499.46 |
| 11 | | | 76 | \$1,499.46 | \$1,499.46 |
| | | | 77 | \$1,499.46 | \$1,499.46 |
| 12 | | | | | |
| 13 | Cheryl Gay Ford | Lots | 3 | \$1,499.46 | \$1,499.46 |
| | | | 50 | \$1,499.46 | \$1,499.46 |
| 14 | | | 51 | \$1,499.46 | \$1,499.46 |
| | | | 52 | \$1,499.46 | \$1,499.46 |
| 15 | | | 53 | \$1,499.46 | \$1,499.46 |
| | | | 54 | \$1,499.46 | \$1,499.46 |
| 16 | | | 55 | \$1,499.46 | \$1,499.46 |
| | | | 56 | \$1,499.46 | \$1,499.46 |
| 17 | | | 62 | \$1,499.46 | \$1,499.46 |
| | | | 68 | \$1,499.46 | \$1,499.46 |
| 18 | Pat W. Miller | Lots | 7 | \$1,499.46 | \$1,499.46 |
| | | | 8 | \$1,499.46 | \$1,499.46 |
| 19 | | | 9 | \$1,499.46 | \$1,499.46 |
| | | | 10 | \$1,499.46 | \$1,499.46 |
| 20 | | | 11 | \$1,499.46 | \$1,499.46 |
| | | | 12 | \$1,499.46 | \$1,499.46 |
| 21 | | | 13 | \$1,499.46 | \$1,499.46 |
| | | | 14 | \$1,499.46 | \$1,499.46 |
| 22 | | | 15 | \$1,499.46 | \$1,499.46 |
| | | | 16 | \$1,499.46 | \$1,499.46 |
| 23 | | | 69 | \$1,499.46 | \$1,499.46 |
| 24 | | | | | |
| 25 | | | | | |
| 26 | | | | | |

LAW OFFICES OF HAHN, JEWELL & STANFILL
 431 WEST SEVENTH AVENUE, SUITE 212
 ANCHORAGE, ALASKA 99501 • TELEPHONE 279-1544
 HOMER, ALASKA • TELEPHONE 235-8709

CITY OF HOMER
DEVELOPMENT PERMIT APPLICATION

A. PERMIT PROCESS FEE: \$250.00

In accordance with Section 11.20.070 d), a development fee is required for private projects to cover cost of inspection and administration of the project. The fee will be applied to those costs based on the minimum required development fee of not less than \$250.00, which shall be paid at the time the application is submitted.

B. PERMITTEE'S NAME: Ero Steve Walli
(Owner/Developer) Ero Steve Walli
COMPANY NAME: Lillian Walli Estate
ADDRESS: P. O. Box 1266, Homer, Alaska 99603
TELEPHONE: 235-8313

C. PROJECT NAME: Lillian Walli Estate
(Subdivision/Streets)
Linstrang Way, Hillside Place, Cheryl Lane, Fairview Avenue, Ero Court,
Shelley Avenue, Robert Avenue and Lillian Drive

D. IMPROVEMENTS TO BE DEVELOPED:
 Street(s) Sidewalk(s) Drainage
 Water Sanitary Sewer Storm Drain
 Street Signs Street Lighting Under-
ground Power, Phone, CATV Monumentation
Other _____

E. PLAT TITLE: Lillian Walli Estate

 Preliminary Plat or Final Plat

Ref. if applicable: Date Recorded _____ KPB File No. 86-355
COMMENTS: Recordation subject to development agreements with the
City of Homer as per HMC, Section 22.10.050 (a) (c)

F. APPLICATION, PLAT, DESIGN CONCEPT AND PRELIMINARY LAYOUT
FORWARDED TO PUBLIC WORKS DEPT. FOR REVIEW.

Patricia J. Black
Planning Dept. Representative Date 5/16/88

Distribution: Steve Walli; Planning Dept.; PWD Project
Developer File

8 8 - 3 8 8 9

66

Form 1-4/88

RECORDED-FILED:
HOMER RECORDING
DISTRICT.

Nov 28 9 39 AM '88

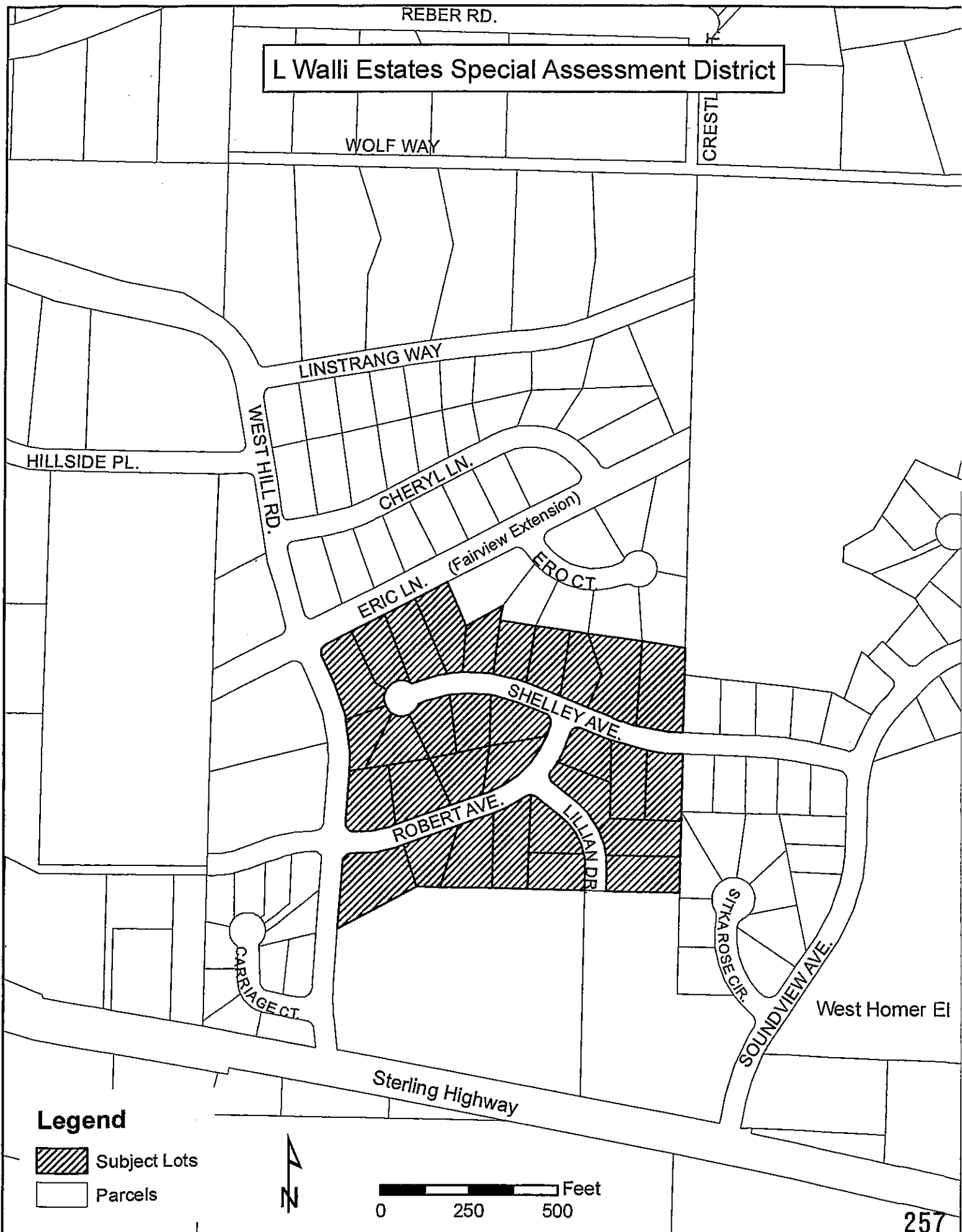
REQUESTED BY City of Homer
ADDRESS Homer

6



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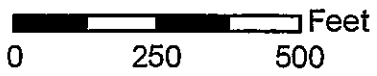
C

L Walli Estates Special Assessment District



Legend

-  Subject Lots
-  Parcels



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3 **CITY OF HOMER**
4 **HOMER, ALASKA**

City Clerk

5
6 **RESOLUTION 12-053**
7

8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT
10 WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD
11 OF AUGUST 1, 2012 THROUGH JULY 31, 2013 IN THE
12 AMOUNT OF \$11,000.00 PER MONTH AND AUTHORIZING
13 THE MAYOR TO EXECUTE THE CONTRACT.
14

15 WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1,
16 2008, selected and hired by the City Council; and
17

18 WHEREAS, It is the recommendation of administration that the contract be extended
19 from August 1, 2012 to July 31, 2013; and
20

21 WHEREAS, The City Attorney requested no changes for the 2012 contract.
22

23 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
24 extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period of August 1,
25 2012 through July 31, 2013 in the amount of \$11,000.00 per month for 50 hours and hourly rates
26 for work above and beyond fifty hours per month for specialized services at the rate of \$205.00
27 for shareholders and members; \$180.00 for associates; and \$100.00 for paralegals and authorizes
28 the Mayor to execute the contract as follows:
29

30 1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without
31 limitation the following: .

- 32 • Serve as the legal advisor of and be responsible to the Council; advise the Manager and
33 City Clerk concerning matters affecting the City Administration and perform other duties
34 prescribed by the Council.
35 • Prepare legal documents, including but not limited to ordinances, resolutions, contracts,
36 conveyances, leases, easements and legal opinions as needed.
37 • Be readily available for consultation by the Council, Manager and City Clerk.
38 • Provide limited representation in court and manage the activities of other attorneys who
39 may represent the City in court.
40 • Assist the Manager in negotiations on the City's behalf and handle other legal matters
41 that may arise.
42 • Draft opinion letters regarding, among other things, the interpretation of the City Code,
43 state and federal laws, and policies.
44 • Perform other such duties as may be prescribed for the City Attorney by ordinance or by
45 direction of the Council and/or Manager.
46 • Work effectively with the Council, Manager, City Clerk and with all other public
47 agencies and other entities with which the City has a legal relationship.
48 • Attend at least one Council meeting per month and others telephonically as requested.

49 B. All representation of the City shall continue until the matters or cases assigned are
50 either closed out by mutual consent or are recalled by the Council.

51 C. The Firm shall not engage any consultant, expert, or other third-party service
52 without the prior approval of the Manager or Council.

53 D. Provide toll-free telephone access to the City.
54

55 2. Compensation. For the services described in paragraph A of this Agreement and based on a
56 budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly
57 fixed fee of \$11,000.00. For work above and beyond 50 hours per month or for specialized
58 services (i.e., litigation): Shareholders and members: \$205.00; associates: \$180.00; paralegals:
59 \$100.00. The Law Firm will submit itemized monthly statements to the City for all fees and costs
60 incurred during the preceding calendar month. Payment of monthly statements will be remitted
61 to the Firm within 30 days. A late charge on amounts past due for 30 days or more will be
62 assessed at the rate of .88% per month.
63

64 Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house
65 expenses and third-party expenses incurred on the City's behalf. Such expenses may include
66 applicable filing fees, recording fees, facsimile services, courier services, photocopying at \$0.20
67 per page, long distance telephone charges, postage, expedited mail or delivery services, travel
68 expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted
69 legal research fees, title insurance premiums, and other similar charges.
70

71 6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally
72 responsible for performing or supervising the work to be done by the Firm on the City's behalf
73 and who will be the City's principal contact with respect to contract administration and billing.
74 The responsible attorney will not be changed without the consent of the City. The responsible
75 attorney may, in his discretion, assign additional Firm attorneys, paralegals, and law clerks to
76 perform legal services under his supervision
77

78 7. Term of Agreement. The Term of this Agreement shall be one year commencing August 1,
79 2012 through July 31, 2013. This agreement may be terminated earlier for convenience by the
80 City, by mutual consent of the parties, or for cause.
81

82 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
83

84 CITY OF HOMER
85

86
87
88 JAMES C. HORNADAY, MAYOR

89 ATTEST:
90

91
92
93 JO JOHNSON, CMC, CITY CLERK
94

95 Fiscal information: Budgeted, Mayor and Council, Professional Services, 100.100.5210.
96

1
2
3 **CITY OF HOMER**
4 **HOMER, ALASKA**

City Clerk

5
6 **RESOLUTION 12-053(S)**
7

8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT
10 WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD
11 OF AUGUST 1, 2012 THROUGH JULY 31, 2016 IN THE
12 AMOUNT OF \$11,000.00 PER MONTH THROUGH JULY 31,
13 2014 AND \$11,550.00 PER MONTH THEREAFTER, AND
14 AUTHORIZING THE MAYOR TO EXECUTE THE
15 CONTRACT.
16

17 WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1,
18 2008, selected and hired by the City Council; and
19

20 WHEREAS, It is the recommendation of administration that the contract be extended
21 from August 1, 2012 to July 31, 2016 at the same rates until July 31, 2014, and with all rates
22 increased by 5% thereafter; and
23

24 WHEREAS, The City Attorney has agreed to extend the contract on the terms stated
25 above, and with no other changes to the contract.
26

27 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
28 extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period from August
29 1, 2012 through July 31, 2016 in the amount of \$11,000.00 per month for 50 hours and hourly
30 rates for work above and beyond fifty hours per month for specialized services at the rate of
31 \$205.00 for shareholders and members; \$180.00 for associates; and \$100.00 for paralegals
32 through July 21, 2014, and with all rates increased by 5% thereafter; and authorizes the Mayor to
33 execute the contract as follows:
34

35 1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without
36 limitation the following:

- 37 • Serve as the legal advisor of and be responsible to the Council; advise the Manager and
38 City Clerk concerning matters affecting the City Administration and perform other duties
39 prescribed by the Council.
- 40 • Prepare legal documents, including but not limited to ordinances, resolutions, contracts,
41 conveyances, leases, easements and legal opinions as needed.
- 42 • Be readily available for consultation by the Council, Manager and City Clerk.
- 43 • Provide limited representation in court and manage the activities of other attorneys who
44 may represent the City in court.
- 45 • Assist the Manager in negotiations on the City's behalf and handle other legal matters
46 that may arise.
- 47 • Draft opinion letters regarding, among other things, the interpretation of the City Code,
48 state and federal laws, and policies.
- 49 • Perform other such duties as may be prescribed for the City Attorney by ordinance or by
50 direction of the Council and/or Manager.

- 51 • Work effectively with the Council, Manager, City Clerk and with all other public
- 52 agencies and other entities with which the City has a legal relationship.
- 53 • Attend at least one Council meeting per month and others telephonically as requested.
- 54 B. All representation of the City shall continue until the matters or cases assigned are
- 55 either closed out by mutual consent or are recalled by the Council.
- 56 C. The Firm shall not engage any consultant, expert, or other third-party service
- 57 without the prior approval of the Manager or Council.
- 58 D. Provide toll-free telephone access to the City.
- 59

60 2. Compensation. For the services described in paragraph A of this Agreement and based on a
61 budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly
62 fixed fee of \$11,000.00 through July 31, 2014, and a monthly fixed fee of \$11,550.00 thereafter.
63 For work above and beyond 50 hours per month or for specialized services (i.e., litigation):
64 Shareholders and members: \$205.00; associates: \$180.00; paralegals: \$100.00 through July 31,
65 2014, and with each hourly rate increased by 5% thereafter. The Law Firm will submit itemized
66 monthly statements to the City for all fees and costs incurred during the preceding calendar
67 month. Payment of monthly statements will be remitted to the Firm within 30 days. A late charge
68 on amounts past due for 30 days or more will be assessed at the rate of .88% per month.
69

70 Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house
71 expenses and third-party expenses incurred on the City's behalf. Such expenses may include
72 applicable filing fees, recording fees, facsimile services, courier services, photocopying at \$0.20
73 per page, long distance telephone charges, postage, expedited mail or delivery services, travel
74 expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted
75 legal research fees, title insurance premiums, and other similar charges.
76

77 6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally
78 responsible for performing or supervising the work to be done by the Firm on the City's behalf
79 and who will be the City's principal contact with respect to contract administration and billing.
80 The responsible attorney will not be changed without the consent of the City. The responsible
81 attorney may, in his discretion, assign additional Firm attorneys, paralegals, and law clerks to
82 perform legal services under his supervision
83

84 7. Term of Agreement. The Term of this Agreement shall be four years commencing August 1,
85 2012 through July 31, 2016. This agreement may be terminated earlier for convenience by the
86 City, by mutual consent of the parties, or for cause.
87

88 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.

89
90 CITY OF HOMER

91
92
93
94 JAMES C. HORNADAY, MAYOR

95 ATTEST:

96
97
98
99 JO JOHNSON, CMC, CITY CLERK

100 Fiscal information: Budgeted, Mayor and Council, Professional Services, 100.100.5210.
101

NEW BUSINESS

RESOLUTION(S)

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CITY OF HOMER

Lewis/Parks and Recreation
Advisory Commission

RESOLUTION 12-057

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, EXPRESSING SUPPORT FOR THE
CREATION AND ESTABLISHMENT OF THE
KACHEMAK BAY WATER TRAIL, A 125 MILE
WATER TRAIL THAT INSPIRES EXPLORATION,
UNDERSTANDING AND STEWARDSHIP OF THE
NATURAL TREASURE THAT IS KACHEMAK BAY.

WHEREAS, The Kachemak Bay Water Trail has been chosen as one of four projects in Alaska to receive technical help from the National Park Service Rivers, Trails and Conservation Assistance Program; and one of two projects in Alaska to be included in the America's Great Outdoors 50 States Report by the U.S. Department of the Interior; and

WHEREAS, A cost share challenge grant of \$24,700 has been awarded to the Kachemak Bay Water Trail Association for the development of an interactive website that will be used as a template by water trail groups around the country; and

WHEREAS, Partnerships have been established with a diverse group of community and statewide organizations such as The Homer Soil and Water Conservation District, Cook Inlet Keeper, Homer Chamber of Commerce, HoWL, Kachemak Bay Conservation Society; Bill Scott, Odyssey Images; the City of Seldovia; Alaska State Parks; and Alaska Trails; and

WHEREAS, The Kachemak Bay Water Trail Association is developing goals to promote Stewardship; Diversity of Recreational Opportunities; Safety; Active Kids and Families and Healthy Communities; Respect; Science, Cultural, and Archeological Education; Economic Vitality; Fun; Park Maintenance, Management, and Monitoring; and the Vision for the trail is Adventure Beyond the End of the Road; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby supports the creation and establishment of The Kachemak Bay Water Trail promoting and inspiring Exploration, Understanding and Stewardship of the Natural Treasure that is Kachemak Bay.

CITY OF HOMER

JAMES HORNADAY, MAYOR

47 ATTEST:

48

49

50

51 JO JOHNSON, CMC, CITY CLERK

52

53 Fiscal Information: N/A

MEMORANDUM

FROM: Kachemak Bay Water Trail Association
TO: Mayor Hornaday and City Council Members
DATE: May 9, 2012
RE: Adventure Beyond the End of the Road

The Kachemak Bay Water Trail Association is proposing the development of a "Water Trail" from the Homer Spit around Kachemak Bay to Seldovia. The approximately 125 mile designated route would identify launch and take out sites as well as campsites and other amenities that could be utilized by boaters on Kachemak Bay.

The Vision:

The Kachemak Bay Water Trail will inspire exploration, understanding, and stewardship of the natural treasure that is Kachemak Bay.

*Stewardship *Diversity of Recreational Opportunities *Safety *Active Kids and Families and Healthy Communities *Respect *Science, Cultural, and Archeological Education *Economic Vitality *Park Maintenance, Management, and Monitoring, *Fun

The vision of the Kachemak Bay Water Trail Association is to create and sustain a water trail that-

1. Enables people of all abilities to experience the wild and scenic places around Kachemak Bay, now and for generations to come.
2. Connects individuals and places along its length-from Homer to Seldovia-in understanding and celebrating what they share.
3. Promotes learning about ecosystems, heritage sites, stewardship, and coastal communities.
4. Draws people from around the world to its unique environmental richness and stunning scenic beauty.
5. Supports the economic vitality and creativity of local communities.
6. Promotes awareness and stewardship of the sensitive habitats on which many plants and animals depend, including the thousands of birds that stop over in the bay as they migrate to and from their breeding areas.
7. Promotes an ethic of respect for public, private, and Alaska Native Lands and traditional sites.
8. Helps families and kids be active outdoors and promotes healthy communities.
9. Offers user-friendly tools to help users find just the right route and guidance for their own safe and stimulating journey of "Adventure Beyond the End of the Road."

Proposed Resolution Language

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, EXPRESSING SUPPORT FOR CREATION AND ESTABLISHMENT OF THE KACHEMAK BAY WATER TRAIL, A 125 MILE WATER TRAIL THAT INSPIRES EXPLORATION, UNDERSTANDING AND STEWARDSHIP OF THE NATURAL TREASURE THAT IS KACHEMAK BAY

WHEREAS, The Kachemak Bay Water Trail has been chosen as one of four projects in Alaska to receive technical help from the National Park Service Rivers, Trails and Conservation Assistance Program; and one of two projects in Alaska to be included in the America's Great Outdoors 50 States Report by the U.S. Department of the Interior; and

WHEREAS, A cost share challenge grant of \$24,700 has been awarded to the Kachemak Bay Water Trail Association for the development of an interactive website that will be used as a template by water trail groups around the country; and

WHEREAS, Partnerships have been established with a diverse group of community and statewide organizations such as The Homer Soil and Water Conservation District, Cook Inlet Keeper, Homer Chamber of Commerce, HoWL, Kachemak Bay Conservation Society; Bill Scott, Odyssey Images; the City of Seldovia; Alaska State Parks; and Alaska Trails; and

WHEREAS, The Kachemak Bay Water Trail Association is developing goals to promote Stewardship; Diversity of Recreational Opportunities; Safety; Active Kids and Families and Healthy Communities; Respect; Science, Cultural, and Archeological Education; Economic Vitality; Fun; Park Maintenance, Management, and Monitoring; and the Vision for the trail is Adventure Beyond the End of the Road; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby supports the creation and establishment of The Kachemak Bay Water Trail promoting and inspiring Exploration, Understanding and Stewardship of the Natural Treasure that is Kachemak Bay.

1
2
3 **CITY OF HOMER**
4 **HOMER, ALASKA**

5 City Manager/Police Chief

6 **RESOLUTION 12-058**
7

8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, APPROVING AND ACCEPTING THE RENEWAL
10 OF THE SPECIAL SERVICES CONTRACT FOR FY 2013
11 WITH THE ALASKA DEPARTMENT OF PUBLIC SAFETY IN
12 THE AMOUNT OF \$36,000.00 AND AUTHORIZING THE
13 CITY MANAGER TO EXECUTE THE APPROPRIATE
14 DOCUMENTS.
15

16 WHEREAS, The Alaska Department of Public Safety, State Troopers Special Services
17 Contract pays the City for the provision of services related to assistance in the efficient conduct
18 of the Alaska Department of Public Safety business within the general geographic region of the
19 City of Homer; and
20

21 WHEREAS, Services provided include pre-arraignment prisoner care and access to and
22 utilization of professional facilities and equipment instrumental to the overall efficient and
23 effective operation of law enforcement and emergency response component; and
24

25 WHEREAS, The Special Services Contract is an annually budgeted revenue in the
26 amount of \$36,000.00 to be paid in four payments of \$9,000.00; and
27

28 WHEREAS, The Alaska Department of Public Safety has requested renewal of the
29 contract for a one year period from July 1, 2012 through June 30, 2013.
30

31 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Homer,
32 Alaska, hereby approves and accepts the renewal of the Special Services Contract for the FY
33 2013 with the Alaska Department of Public Safety in the amount of \$36,000.00 and authorizes
34 the City Manager to execute the appropriate documents.
35

36 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
37

38 CITY OF HOMER
39

40
41
42 JAMES C. HORNADAY, MAYOR
43

44 ATTEST:
45
46

47
48 JO JOHNSON, CMC, CITY CLERK
49

50 Fiscal Impact: Revenues of \$36,000.00 budgeted in 100.030.4505.



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM 12-103

DATE: June 11th, 2012
TO: Walt Wrede, City Manager
FROM: Mark Robl, Chief of Police
SUBJECT: FY 2012 Special Services Contract Renewal

The State Troopers have requested that we renew the special services contract we have with them. I recommend we obtain council approval to renew this contract.

We have had a special services contract with the state for over 25 years. The contract reimburses us for allowing troopers to use our facilities and equipment as needed. It also pays us for transporting state prisoners to and from arraignments and for housing their title 47 detainees. The state proposes to renew the contract at the existing rate of \$36,000 annually. I feel that this very fair compensation for the services we provide to them.

**ALASKA DEPARTMENT OF PUBLIC SAFETY
CONTRACT FOR SPECIAL SERVICES**

July 1, 2012 to June 30, 2013

The parties. The parties to this contract are the Alaska Department of Public Safety (hereinafter referred to as the "Department") and the City of Homer (hereinafter referred to as the "City").

Sole Agreement. The City and the Department undertake this contract under the terms set forth below. This contract is the sole agreement between the parties relating to special services, and there are no other agreements, express or implied.

Effective Date/Termination/Amendments. This contract is effective July 1, 2012 and continues in force until June 30, 2013; except that it may be terminated by either party upon thirty (30) days written notification to the other. This agreement may be amended by written agreement of the parties.

1. The Department will pay the City for services provided in accordance with, and under the terms of, this contract. Payments will be made quarterly in the amount of \$9,000.00, for a total of \$36,000.00. Payment for services provided under this contract will be made in four annual payments in the amount of and covering the periods indicated below:

| Period Covered | Amount | Payment Process Can Be Initiated |
|-----------------------|--------------------|---|
| 07/01/12 – 09/30/12 | \$9,000.00 | 10/01/12 |
| 10/01/12 – 12/31/12 | \$9,000.00 | 01/01/13 |
| 01/01/13 – 03/31/13 | \$9,000.00 | 04/01/13 |
| 04/01/13 – 06/30/13 | \$9,000.00 | 06/01/13 |
| 12 Month Total | \$36,000.00 | |

2. The City will provide and perform the services specified in this contract to the satisfaction of the Department, in support of Department personnel and operations.

SPECIFIC PROVISIONS

3. The City will:
 - a. permit limited but continued access to and utilization of professional facilities and equipment instrumental to the overall efficient and effective operation of law enforcement and emergency response component (i.e. squad room, temporary work desk, kitchen, weight and exercise room, locker room, interview rooms, evidence processing room and equipment, intoximeter, video and training material, and other general building facilities).

**ALASKA DEPARTMENT OF PUBLIC SAFETY
CONTRACT FOR SPECIAL SERVICES**

July 1, 2012 to June 30, 2013

- b. provide continued transport and security of prisoners from the Homer Jail to Homer Court for hearings and arraignments; persons remanded to custody by the Court from Homer Court to Homer Jail; persons in custody prior to arraignment; and persons committed under Title 47 to the South Peninsula Hospital in Homer.

IN WITNESS OF THIS AGREEMENT, the undersigned duly authorized officers have subscribed their names on behalf of the Department and the City respectively.

For the City of Homer:

For the Department of Public Safety:

By _____

By _____

Printed Name _____

Printed Name _____

Official Title _____

Official Title _____

Date _____

Date _____

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Clerk/
4 Public Works Director

5 RESOLUTION 12-059

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
8 ALASKA, AWARDED A CONTRACT TO
9 _____ OF _____,
10 _____, IN THE AMOUNT OF \$ _____
11 FOR THE DEEP WATER DOCK FENDER REPLACEMENT
12 PROJECT AND AUTHORIZING THE CITY MANAGER TO
13 EXECUTE THE APPROPRIATE DOCUMENTS.
14

15 WHEREAS, A legislative grant for the purpose of constructing Cruise Ship Dock and
16 Passenger Facility Improvements has been secured through Department of Commerce,
17 Community, and Economic Development; Division of Community and Regional Affairs in the
18 amount of \$6,000,000; and
19

20 WHEREAS, The sum of \$2,150,000 is set aside for the Deep Water Dock fender
21 improvements; and
22

23 WHEREAS, The City completed the design of the project in early 2012; and
24

25 WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was
26 advertised in the Homer Tribune on May 23 and 30, 2012, in the Peninsula Clarion on May 31,
27 2012, posted on the Clerk's home page, and sent to in-state plans rooms; and
28

29 WHEREAS, Sealed proposals were due by 2:00 p.m. on Friday, June 22, 2012 and _____
30 bids were received; and
31

32 WHEREAS, Bids were opened and reviewed and the firm of _____
33 was determined to be the low responsive bidder and found to be qualified to complete the work;
34 and
35

36 WHEREAS, This award is not final until written notification is received by
37 _____ of _____, _____, from the City of Homer.
38

39 NOW, THEREFORE, BE IT RESOLVED, that the City Council of Homer, Alaska,
40 approves the award of the construction contract for the Deep Water Dock Fender Replacement
41 Project to the firm of _____, of _____, _____, in the
42 amount of \$ _____ and authorizes the City Manager to execute the appropriate documents to
43 complete construction.
44

45 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
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CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: \$ _____, Project No. 415-926, Deep Water Dock Fender Replacement.

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Clerk/
4 Public Works Director

5 RESOLUTION 12-060

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
8 ALASKA, AWARDED A CONTRACT TO _____,
9 OF _____, _____, IN THE AMOUNT OF
10 \$_____ FOR THE BELUGA SLOUGH TRAIL
11 RECONSTRUCTION PROJECT AND AUTHORIZING THE
12 CITY MANAGER TO EXECUTE THE APPROPRIATE
13 DOCUMENTS.

14
15 WHEREAS, A Community Coastal Impact Assistance Program (CCIAP) grant has been
16 secured through Department of Commerce, Community, and Economic Development; Division
17 of Community and Regional Affairs in the amount of \$448,116 for the reconstruction of the
18 Beluga Slough Trail; and

19
20 WHEREAS, Additional grant funds were obtained from the U.S. Fish and Wildlife
21 Service in the amount of \$25,000; and from the Kenai Peninsula Borough in the amount of
22 \$65,000; and

23
24 WHEREAS, The City completed the design of the project in 2011 (\$30,000), meeting the
25 matching requirements for the project grants; and

26
27 WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was
28 advertised in the Homer News on May 24 and 31, 2012, in the Peninsula Clarion on May 31,
29 2012, posted on the Clerk's home page, and sent to in-state plans rooms; and

30
31 WHEREAS, Sealed proposals were due by 2:00 p.m. on Thursday, June 21, 2012 and
32 _____ bids were received; and

33
34 WHEREAS, Bids were opened and reviewed and the firm of _____
35 was determined to be the low responsive bidder and found to be qualified to complete the work;
36 and

37
38 WHEREAS, This award is not final until written notification is received by
39 _____ of _____, _____, from the City of Homer.

40
41 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
42 approves the award of the construction contract for the Beluga Slough Reconstruction Project to
43 _____, of _____, _____, in the amount of \$_____ and authorizes
44 the City Manager to execute the appropriate documents to complete construction.

45
46 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
47
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CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: \$ _____, Project No. 151-772, Beluga Slough Trail Reconstruction

1. CITY OF HOMER
2. HOMER, ALASKA

3. City Manager

4. RESOLUTION 12-061
5.

6. A RESOLUTION OF THE CITY COUNCIL OF HOMER,
7. ALASKA, APPROVING THE KENAI PENINSULA BOROUGH
8. SCHOOL DISTRICT AGREEMENT FOR JOINT USE OF
9. EQUIPMENT AND FACILITIES FOR THE PERIOD JULY 1,
10. 2012 THROUGH JUNE 30, 2014, AND AUTHORIZING THE
11. CITY MANAGER TO EXECUTE THE APPROPRIATE
12. DOCUMENTS.
13.

14. WHEREAS, The Kenai Peninsula School District and the City of Homer share common
15. goals to provide opportunities and activities for the physical, mental and cultural development of
16. the citizens of Homer through the City Community Recreation Program; and
17.

18. WHEREAS, The benefits from limited financial resources can be maximized by the
19. District and the City working together to provide facilities and programs to achieve their
20. common goals; and
21.

22. WHEREAS, The City and the District have agreed that the best way to maximize
23. resources and achieve common goals is for the City to offer year-round educational and
24. recreational programs for youth and adults through the Community Recreation Program and for
25. the District to provide use of District equipment and facilities; and
26.

27. WHEREAS, The District and the City have agreed to a draft Agreement for Joint Use of
28. Equipment and Facilities for the period July 1, 2012 through June 30, 2014.
29.

30. NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
31. hereby approves the Kenai Peninsula Borough School District Agreement for Joint Use of
32. Equipment and Facilities for the period July 1, 2012 through June 30, 2014, a copy of which is
33. attached and incorporated herein, and authorizes the City Manger to execute the appropriate
34. documents.
35.

36. PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
37.

38. CITY OF HOMER
39.

40.
41.
42. JAMES C. HORNADAY, MAYOR
43.
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46.

47 ATTEST:

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50

51 JO JOHNSON, CMC, CITY CLERK

52

53 Fiscal Note: 2012 budgeted expenses \$112,295; the \$6,000 fee for custodial services and
54 supplies is also budgeted but could be reduced by "in-kind" services.

AGREEMENT FOR JOINT USE OF EQUIPMENT AND FACILITIES

THIS AGREEMENT, made this 1st day of July, 2012, is between the Kenai Peninsula Borough School District, hereinafter referred to as "District" and the City of Homer, Alaska, hereinafter referred to as "City".

WHEREAS, the District and the City share common goals to provide opportunities and activities for the physical, mental and cultural development of their respective client groups through the Community Recreation Program, and

WHEREAS, the benefits from limited financial resources can be maximized by the District and the City working together to provide facilities and programs to achieve their common goals.

NOW, THEREFORE, WITNESSETH:

In consideration of the premises and agreements contained herein, the parties hereto agree as follows:

1. **CITY OF HOMER-COMMUNITY RECREATION PROGRAM.** The City agrees to provide year-round educational and recreational programs among children, youth, young adults and adults in various sports, special events, hobbies, educational and other recreational activities known as the Community Recreation Program. Recognizing that this program uses school buildings and equipment, the extent, content, and management of the program shall be decided by the City with guidance and advice provided by the District and the Homer Middle School and Homer High School principals. Use of Homer High and Homer Middle Schools and equipment for this program is subject to the advance approval of the appropriate District administrator(s) who are responsible for such buildings and equipment.
2. **COMMUNITY RECREATION PROGRAM CONTENT.** This program is comprised of the following:
 - a. Community Recreation Program classes; and
 - b. Scheduled gym activities such as basketball and volleyball; and
 - c. Periodic special events held in the school's theater, such as film festivals and musical performances, etc. (limit - 1 per semester)
3. **PERSONNEL.** The City of Homer shall hire qualified personnel to organize, supervise, direct and implement the educational and recreational program services and help ensure building security. Such personnel shall be located in the schools. The Recreation Program Coordinator will work under the supervision of the City Manager, or his designee, and both the Coordinator and City Manager shall ensure that all activities of the Coordinator are done in cooperation with the District and the Homer Middle School and Homer High School principals, and in accordance with the provisions of this agreement and school board policy. All personnel employed with the Community Recreation Program shall be employees of the City of Homer and the personnel regulations and evaluation procedures of the City shall apply.
4. **TERM.** This Agreement is effective for a term commencing July 1, 2012, and ending on June 30, 2014, unless terminated earlier pursuant to paragraph 12 of this Agreement, or unless extended as hereinafter provided in paragraph 5.
5. **RENEWAL.** This Agreement may be extended on a year-by-year basis by mutual written agreement of the parties.
6. **THE MANAGEMENT COMMITTEE.** The District will form a Management Committee consisting of Homer Middle School and Homer High School Principals and the Homer High School Athletic/Activities Director. The Management Committee will meet quarterly with the City Manager or his/her designee and the Recreation Program Coordinator. At quarterly meetings the City will submit for review by the Management Committee a written and oral narrative of the programs and activities conducted during the previous quarter and those planned for the future. The District retains the right to review the proposed programs and activities and make suggestions concerning same, and to reject proposals that are inconsistent with district policies or applicable law related to the use of district facilities and equipment by the public. Reasonable progress reports shall be made by the Coordinator upon request in addition to the reports provided during the quarterly meetings.

7. **USE OF FACILITIES.** The District agrees to make its facilities at Homer Middle and Homer High Schools available for use by the Recreation Program subject to the terms and conditions of this agreement and applicable District policies. The District will be responsible for building and grounds maintenance, utilities to include water, sewer, electricity, and heating fuel, provided that the Recreation Coordinator shall promptly notify the District and building administrator of any damage done to District facilities by either the Recreation Program instructors or participants, or otherwise observed by the Coordinator.

Except as otherwise agreed herein, the District agrees to make the above mentioned public school facilities available for education/recreation program activities according to the stipulations of BP 1330, Use of School Facilities and Properties, with the provision that preference in the scheduling of them shall be given to the organized activities of the Kenai Peninsula Borough Schools. For those activities requiring the use of the high school's swimming pool the building use form will be utilized and the appropriate fees assessed according to BP 1330 on a case by case basis. No later than April 30 of each contract year, the City agrees to pay to the District technical fees charged to the City for the use of the Mariner Theater and an annual fee of six thousand (6,000) dollars for custodial services and supplies that are used by the Recreation Program with exception of any mutually agreed upon in-kind service between the District and City as stated in paragraph 8. Should a scheduling conflict arise, the appropriate principal shall give the Recreation Program Coordinator at least one week notice when possible. The Homer High School and Homer Middle School principals will consult with the Recreation Program Coordinator prior to booking private rentals within the facilities and fields (with the exception of the theater and pool) to avoid potential scheduling conflicts.

As circumstances allow, the District agrees to provide the Recreation Coordinator with office space, use of copier, and office supplies provided that the Coordinator may not use District office supplies other than those provided to the Coordinator by the District, or the copier for more than 150 copies per month, without first obtaining advance approval of the building administrator. The City shall promptly reimburse the District for any unauthorized costs incurred by the Coordinator.

The Recreation Coordinator will be responsible for building security when activities are held after hours or they are the sole occupants of the school. The Recreation Coordinator will not be responsible for security in areas where District events are concurrently running or activities of groups not associated with Community Recreation are being held.

The Recreation Coordinator is not authorized by this agreement to schedule any events or programs that are not part of the Recreation Program and is prohibited from using the school district facilities, equipment, computer, copier, office space or supplies in any way to schedule any such events or programs. Further, the Coordinator and Recreation Program are not authorized to expand their program offerings in school district facilities beyond the scope of the present status quo for the duration of this agreement without the written consent of all parties involved.

8. **IN-KIND SERVICE.** Should the District determine it necessary to request the City to provide snow removal for the Homer High School upper and lower fields and the Homer Middle School football field, the pre-determined costs mutually agreed upon by the City and HHS administration for this "in-kind" service will reduce the \$6,000 annual fee in the same amount as the total costs of the in-kind service. The District's "hold harmless" statement in paragraph 10 applies to any in-kind service provided by the City.
9. **FISCAL AGENT.** The City of Homer shall act as the sole fiscal agent for the conduct of the Recreation Program Coordinator position in Homer.
10. **HOLD HARMLESS.** The City shall hold harmless the Kenai Peninsula Borough School District and its officers, directors and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damages, whether tangible or intangible, or injury, including death, to persons or property sustained by the District, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of or in connection with its negligent use of District facilities, equipment and supplies and the performance or negligent performance of both its obligations and those of the Coordinator under this agreement, subject to the appropriation and availability of funds.

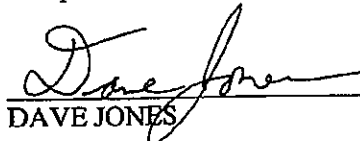
The District shall hold harmless the City of Homer and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind arising out of loss, damage, or injury, including death, to persons or property sustained by the District, its employees and its volunteers, or any or all of them, from any cause arising out of or in the course of the District's performance or negligent performance of its obligations under this agreement, subject to the appropriation and availability of funds.

11. **INSURANCE.** The District will maintain comprehensive general liability insurance for claims arising against the activities of the District pursuant to this agreement. The City will maintain comprehensive general liability insurance for claims arising against the City concerning the Recreation Program pursuant to this agreement.
12. **EQUIPMENT.** The District has various equipment and supplies used in the conduct of its programs that may, upon request and approval, be made available to facilitate and support the provision of recreational and educational programs conducted under this agreement. It is understood by both the District and City that equipment or supplies traditionally provided to the Recreation Program will continue to be made available. The Recreation Program agrees to repair or replace any equipment that may be damaged while in their use or care.
13. **TERMINATION.** Either party may terminate this Agreement in whole or in part at any time without cause by giving written notice to the other party of such termination at least thirty (30) days before the effective date of such termination.
14. **AMENDMENT.** This Agreement may be amended only by a written document executed by the parties.
15. **AUTHORIZED AGENTS.** The individuals authorized to act as the agents on behalf of the parties to this agreement are:

KENAI PENINSULA BOROUGH SCHOOL DISTRICT
 Dave Jones, Assistant Superintendent
 148 North Binkley Street
 Soldotna, Alaska 99669
 907-714-8888

CITY OF HOMER
 Walt Wrede, City Manager
 491 East Pioneer Ave.
 Homer, Alaska 99603
 907-235-8121

The parties do hereby set their hands and seals on the dates provided below.



 DAVE JONES

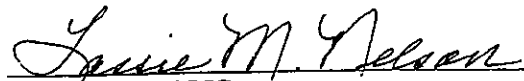
 WALT WREDE

STATE OF ALASKA)
) ss
 THIRD JUDICIAL DISTRICT)

STATE OF ALASKA)
) ss
 THIRD JUDICIAL DISTRICT)

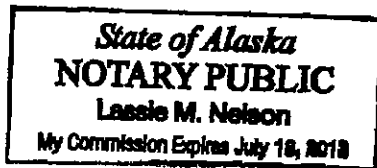
SUBSCRIBED AND SWORN TO before me
 this 19 day of June, 2012.

SUBSCRIBED AND SWORN TO before me
 this ___ day of _____, 200__.



 NOTARY PUBLIC
 My Commission Expires: 7/18/13

 NOTARY PUBLIC
 My Commission Expires: _____



1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/
4 Public Works Director

5 RESOLUTION 12-062
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
8 ALASKA, AUTHORIZING THE CITY MANAGER TO
9 APPLY FOR AND ACCEPT SPECIAL ACT
10 APPROPRIATIONS PROJECT (SAAP) FUNDS IN THE
11 FORM OF A GRANT (45% MATCHING REQUIREMENT) IN
12 THE AMOUNT OF \$485,000 FOR THE PURPOSE OF
13 COMPLETING WATER DISTRIBUTION/STORAGE
14 IMPROVEMENT PROJECTS.
15

16 WHEREAS, The City has been identified as a recipient of a Special Act Appropriations
17 Project (SAAP) congressional appropriation for use is completing the design of drinking water
18 infrastructure projects; and
19

20 WHEREAS, The City has been offered a SAAP grant in the amount of \$485,000; and
21

22 WHEREAS, Public Works proposes to utilize these funds to complete the design of water
23 distribution/storage projects that reduce operation and maintenance costs (see Memorandum 12-
24 107).
25

26 WHEREAS, EPA is expected to determine that the project is eligible to be funded by the
27 SAAP grant.
28

29 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
30 authorizes the City Manager to make a formal EPA SAAP grant application and execute a grant
31 agreement for the completion of the design of drinking water distribution/storage improvement
32 projects in the amount of \$485,000, 45% of which will be matched with Homer Accelerated
33 Water and Sewer Program (HAWSP) funds.
34

35 PASSED AND ADOPTED by the Homer City Council this 25th day of June, 2012.
36

37 CITY OF HOMER
38

39 _____
40 JAMES C. HORNADAY, MAYOR

41 ATTEST:
42

43 _____
44 JO JOHNSON, CMC, CITY CLERK
45

46 Fiscal Note: N/A

10
11
12
13



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

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

MEMORANDUM 12-107

TO: Walt Wrede, City Manager

FROM: Carey Meyer, Public Works Director

DATE: June 19, 2012

RE: **EPA Special Act Appropriations Project (SAAP) Grant
Recommendation to Utilize Available Funding
Design of Water Distribution Improvements**

Late in 2011, EPA indicated that federal grant monies were available to the City of Homer for use in completing the construction of a water/wastewater project. The amount of available funding was \$485,000. These funds require a 45% matching contribution.

Since that time, EPA has clarified that the purpose of the grant funds is to design a drinking water project. Therefore, the monies can't be utilized as Public Works had originally been told (the funds cannot be secured as approved by the Council in Resolution 11-107 for the construction of the Kachemak Drive (Phase II) water and sewer project).

Public Works proposes to utilize these funds to complete the design of water distribution projects that reduce operation and maintenance costs. These projects include:

- Design of the removal of the redwood tank (old tank near the new treatment plant)
- Design of the Kachemak Drive (Phase III) water main extension; to eliminate long dead end mains (connect Phase I with Phase II).
- Design of the Homer Water Distribution/Storage Improvements (connecting the water distribution system across Shellfish Avenue, design of new tank, abandonment of the old "A" Frame tank, evaluation of micro-hydro project). *Note: Design of this project will increase chances of obtaining ADEC grant monies for construction. The project ranked #8 on the Alaska Drinking Water Fund priority list; #1 thru #7 ranked high enough to secure available monetary assistance.*
- Design of other small projects intended to reduce water main flushing and operation/maintenance costs.

Recommendations: The City Council pass a resolution authorizing the City Manager to re-apply for the EPA SAAP grant and execute a grant agreement for the Design of Various Water Distribution/Storage Improvement projects.

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

