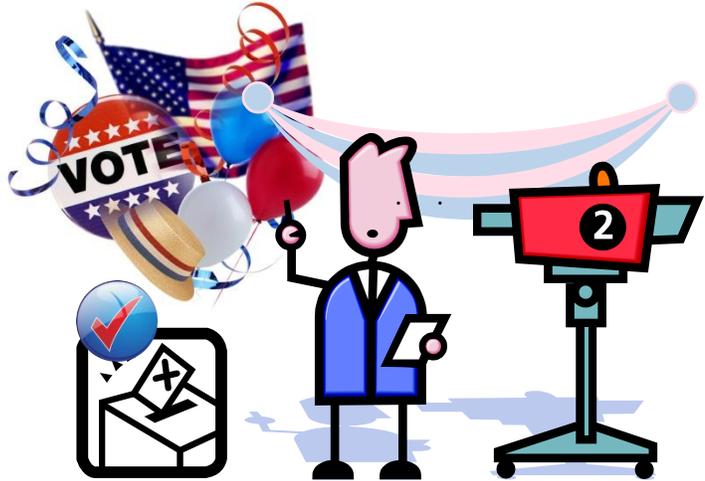


City Council
October 14, 2013
Monday



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

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

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OCTOBER 2013

Monday 14 th	CITY COUNCIL Committee of the Whole 5:00 p.m. Regular Meeting 6:00 p.m.
Wednesday 16 th	ADVISORY PLANNING COMMISSION Worksession 5:30 p.m. Regular Meeting 6:30 p.m.
Thursday 17 th	PUBLIC ARTS COMMITTEE Special Meeting 5:00 p.m.
Friday 18 th	ALASKA DAY City Offices Closed for the Holiday
Monday 21 st	CITY COUNCIL Special Meeting Oath of Office 6:00 p.m.
Monday 28 th	CITY COUNCIL Special Meeting 4:00 p.m. 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 p.m.
Library Advisory Board 1st Tuesday 5 p.m.
Economic Development Advisory Commission 2nd Tuesday 6 p.m.
Parks and Recreation Advisory Commission 3rd Thursday of the months of January through November 5:30 p.m.
Planning Commission 1st and 3rd Wednesday 6:30 p.m.
Port and Harbor Advisory Commission 4th Wednesday 5 p.m. October through April and 6:00 p.m. May through September
Transportation Advisory Committee Quarterly 3rd Tuesday 5:30 p.m.
Public Arts Committee Quarterly 2nd Thursday 5:00 p.m.
Lease Committee Quarterly 2nd Thursday 3 p.m.
Permanent Fund Committee Quarterly 2nd Thursday 5:15 p.m.

MAYOR AND CITY COUNCILMEMBERS AND TERMS

BETH WYTHER, MAYOR – 14
FRANCIE ROBERTS, COUNCILMEMBER - 15
BARBARA HOWARD, COUNCILMEMBER – 14
DAVID LEWIS, COUNCILMEMBER – 14
BRYAN ZAK, COUNCILMEMBER – 13
BEAUREGARD BURGESS, COUNCILMEMBER – 15
JAMES DOLMA, COUNCILMEMBER – 13

City Manager, Walt Wrede
City Attorney, Thomas Klinkner

<http://cityofhomer-ak.gov/cityclerk> for 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.



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

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. **2014 BUDGET**

Budget Message for Fiscal Year 2014 from City Manager *Page 7*
Memorandum 13-137 from City Manager, Re: Amendments to Employee Health Insurance Plan *Page 13*
Memorandum 13-138 from Fire Chief, Re: Fire Department Budget Requests *Page 23*
4. **CONSENT AGENDA**
5. **REGULAR MEETING AGENDA**
6. **COMMENTS OF THE AUDIENCE**
7. **ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, October 28, 2013 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Special Meeting is scheduled for Monday, October 21, 2013 at 6:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

2014 BUDGET MESSAGE

Fiscal Year 2014

Introduction

Homer City Code Section 3.05.010 requires that the City Manager provide the City Council with a budget proposal for the next fiscal year by the third Friday in October. HCC 3.05.011 states that the budget proposal should be accompanied by a budget message which summarizes the proposal, highlights significant changes from the previous year's budget, and addresses other important fiscal policy considerations.

The budget proposal for Fiscal Year 2014 is attached for your consideration. The Committee of the Whole meeting on October 14th is dedicated entirely to going over the draft budget. The Finance Director will be there to talk about revenue projections and to make sure everyone understands the budget layout and where to find the information they need. The Acting City Manager and Department heads will be available to discuss expenditures and overall fiscal policy. It is my goal to make sure the Council understands the budget and the assumptions that went into putting it together. This is a draft budget and is commonly referred to as the "Manager's Budget." Once the budget ordinance is introduced by Council, (scheduled for October 28), it becomes the Council's budget and amendments can be made as Council deems appropriate.

General Fund

The draft budget contains revenue projections that we consider to be realistic and conservative. The projections are based upon audited numbers from Fiscal Year 2012 and revenue received so far for Fiscal Year 2013 through the end of September. This data is supplemented with tax and economic projections provided by the Borough and the State. Finally, we take into consideration information about economic trends provided by local sources such as the Chamber of Commerce and the Marine Trades Association. Based upon anecdotal information, we expect that the third quarter sales receipts will be significantly higher than last year. We have projected, based upon what we know, that revenues will increase by at least \$400,000 over last year. Once again, we are preparing a budget with limited information regarding revenues. New property tax information and additional sales tax information will become available in November. Therefore, it is possible that the Council will be able make budget amendments based upon this new information prior to final adoption of the budget in December.

On the expenditure side, this can basically be described as a "status quo" or "treading water" budget. The budget is "balanced" in the sense that expenditures do not exceed revenues. The budget is basically flat with the exception of the new items added which include funding for depreciation, Phase I of the IT upgrades, and a 2% COLA. Noteworthy expenditure reductions occurred in fuel costs and insurance premiums. The conservation and risk management measures we have implemented are paying off.

Unfortunately, revenue limitations prevent us from proposing that important programmatic and staffing issues be addressed at this time. In addition to that, proposed contributions to depreciation accounts are less than desirable and cannot be increased unless revenue projections improve or significant program cuts are made. Hopefully, it will be possible to address depreciation further either before the budget is adopted in December or at mid-year. Once again, the Department Heads have been very frugal with respect to operating expenditures and keeping costs down. There are very few increases in line items that are discretionary. The Budget contains very lean departmental operating budgets.

On the capital and equipment side, this budget contains proposed expenditures that begin to address the priority needs backlog. A description of these expenditures and a justification for them is included in the budget. These expenditures can be explained more fully at the Committee of the Whole meeting. They include repainting the 1995 backhoe, removing an underground fuel tank at the airport, and a new vehicle for the project manager at Public Works, a new phone system, air conditioner for the radio room and new squad car for the Police Department, a new gas detector and external fire escape for the Fire Department, new technology equipment at the Library, and Phase One / virtual server and storage arrays for IT. Unfortunately, I was not able to approve other worthy projects. These projects are included at the back of the budget and I hope to have those added soon.

Highlights / What is and is not Included

This section contains a list of highlighted items in the operating budget that are of great interest and importance to the City Administration, City employees, the Council, and the general public. These are issues that the Council is likely to hear much more about as the budget approval process moves forward.

- COLAs: The budget includes a 2% COLA for all employees. The employees have not received a COLA for the past five years. Adding a COLA is consistent with the Council's request that we look at the entire compensation package and not just focus on health insurance. The COLA helps employees keep up with inflation and helps to partially compensate for the pay cut contained in the health insurance plan amendments. The cost of living continues to rise and the value of City compensation continues to erode. This issue is beginning to affect the City's ability to recruit and retain quality employees. I hope Council will increase the COLA if it has the opportunity.
- Personnel: This budget does not include any new personnel, including positions requested and filling currently vacant positions. From a management perspective, I can tell you that we have very urgent needs in some departments, especially Police Dispatch, building maintenance, parks, and the library.
- Depreciation: This budget contains a minimal amount of money for depreciation. The good news is that we were at least able to transfer some money into depreciation accounts this year. That was not the case last year. The fleet reserves are funded at last year's levels.
- Nonprofits: This budget contains funding for all nonprofits at last year's levels. The Chamber of Commerce has formally requested an increase in its budget allocation. Other requests may be coming. None of these requests are included in this draft budget. The Council may amend this part of the budget as it sees fit and appropriate.
- Money for a Parks and Recreation Needs Assessment is not included due to budget limitations.

- Money requested by the Public Arts Committee for Baycrest gateway is not included due to budget limitations.

Budget Priorities

This section contains the City Manager's budget priorities for items that are presently not included in the budget. If revenue projections improve before December or by mid-year 2013, I would recommend that the following be added to the budget.

- Personnel: We have very serious needs in some departments, especially Police Dispatch, Public Works and the Library. Staffing requests from Fire Department are well supported and would improve public safety and public services. Parks could really use another seasonal employee. The top, critical priorities from my perspective are filling the vacant police dispatch position, upgrading the Children's Librarian position, and getting help for building maintenance.
- Depreciation: It is the Council's adopted policy to provide significant funds for depreciation and I could not agree more. This should be addressed if more revenues become available.
- COLA: This issue is very important for competitiveness and for the morale of City employees. Unfortunately, I could only find enough money for 2%. That does not keep up with inflation over the past five years.

Policy Considerations

There are several important General Fund policy consideration that I believe the Council should take into consideration as it moves ahead with budget discussions.

- Health Care Costs: Rapidly escalating health insurance costs continue to consume more and more of the available revenues despite recent steps that were taken to restrain or reduce costs. This puts significant constraints on the City's ability to address program and service delivery needs. We believe the amendments proposed for the health insurance plan which accompany this budget will address the problem in a very significant and meaningful way. We look forward to your response.
- Core Programs: There has been a good deal of discussion lately about new programs and services that the public wants but the City cannot afford. The public has been asked to identify where the money would come from or to show that they were willing to pay for it. I think at this point, it would be useful to note that the City needs some of that additional revenue to take care of its most basic services and functions. The fact that we are continually talking about the lack of funds for depreciation, maintenance and repair, replacement of aging equipment, vacant positions and competitive compensation should be an indicator.
- The Disconnect: There continues to be a huge public disconnect between what we want and what we are willing to pay for and maintain. We all love our capital projects. There is no shortage of ideas about new programs, new services, and new infrastructure. There are so many examples and the pressure continues to grow. We continue to build new stuff and make requests for more. Unfortunately, all of that new stuff requires money and increased staffing for maintenance and operations. The City's maintenance and operations responsibilities continue to grow while the

budget and staffing levels continue to stagnate and in many cases, decrease. The City staff have done an excellent job of increasing efficiency and “doing more with less.” However, we are getting very close to our limits and the point of diminishing returns. This needs further public discussion.

Port and Harbor Enterprise Fund

The Draft FY 2014 Budget projects that revenues will increase by approximately \$200,000. We believe that number is very conservative and it ultimately could be significantly more than that. Most of the increase is related to increased activity at the Deep Water Dock which we expect to continue. This projection does not assume that the drilling Rig Endeavor will dock there again this year. It also does not include any increases in fees. An increase across the board to cover inflation is recommended and fee increases are also recommended by Northern Economic in their new rate study. Fees will be discussed in detail by the Port and Harbor Commission and it may make recommendations by the time the Budget is formally introduced on October 28. Revenue projections are based on actual revenue receipts in 2012 and receipts to date in 2013. We also take into consideration current revenue trends and business cycles. The projected revenues are sufficient to cover basic maintenance and operations. The Enterprise Fund is balanced in the sense that expenditures do not exceed revenues. This Budget contains revenues of \$4,544,817 and expenditures of \$4,534,344.

Expenditures have changed very little from last year if you look solely at maintenance and operations. The Port and Harbor staff has been very frugal and efficient when it comes to costs that are within their control. The increase in overall expenses is attributable largely to a substantially larger transfer to depreciation reserves and to new bond payments. This budget funds depreciation at \$705,217 which is about \$200,000 more than last year. It also transfers \$300,000 into the Bond Reserves Account. In short, the fee increases instituted in 2012 and 2013 are doing exactly what they were intended to do; cover the cost of bond repayment and provide additional revenue for depreciation. Overall, the Enterprise Fund is in pretty good shape. There are operational needs that cannot be funded at this time but should be identified and prioritized. Chief among them is the need to increase staffing levels and contributions to depreciation accounts.

This budget contains several relatively small capital expenditures which total \$62,000. They are all explained and justified in the budget document and can be discussed more fully at the Committee of the Whole meeting. Capital improvements include maintenance cameras at the Fish Dock, a float sweeper, a new door on the Fish Dock cold storage unit, a used two wheel drive vehicle, and a new waste oil heater for the maintenance shop.

Budget Priorities

If the revenue picture were to change in a positive way, there are several priority items that I would recommend be added to the budget or receive increased funding.

- Depreciation: The depreciation account fund balance is insufficient for the amount of assets the Port and Harbor owns and maintains and transfers to this account are far below what is recommended by the auditors.

- Funding for a Port Operations Specialist.

Budget Policy Considerations

- Depreciation: The depreciation fund balance remains insufficient given the assets of the Port and Harbor. This fund took a big hit when approximately \$800,000 was transferred recently to the Port Bond Reserves Account. According to the Bond Bank, we should transfer that money back into the depreciation account. The Bond Reserve account only needs to have a balance of 1:25 times the annual bond payment. The City should find ways to increase contributions to the depreciation fund.
- Revenues for Operations: Fees were increased recently to cover anticipated bond payments and depreciation. However, this left little room for additional fee adjustments to cover increasing maintenance and operations costs. The City recently received the rate study it commissioned from Northern Economics. The study addresses maintenance and operations and the level of revenues that are needed to make the enterprise fund sustainable.
- Staffing levels: Staffing levels have not changed for many years but duties and responsibilities have increased dramatically. Most evenings there is only one harbor officer on duty which is a bit risky considering the total value of not only the port and harbor assets, but the value of assets mooring in or otherwise using the facilities.
- Revenues Generally: Significant structural changes are occurring in both the commercial and sport fishing industries. It will be important to monitor these changes and their potential impacts upon the revenues and business model of the port and harbor.

Water and Sewer Special Revenue Fund

There is good news overall about the Water and Sewer Special Revenue Fund. This proposed budget is balanced and there is no need to dip into the reserves, raise fees, or make unsustainable cuts to an already lean budget. The Fund is expected to be operating in the black in 2014 which is good news for all. The projected revenues are conservative. We felt that a conservative approach was necessary because revenues under the new rate structure are much more dependent on consumption than the prior fee schedule which brings with it a greater level of uncertainty. In addition we don't know what effect the new schedule might have on consumer behavior. Consumption was definitely trending upward this year and that provides a measure of confidence in our projections. The projected revenues are sufficient to cover budgeted expenditures. The budget is balanced in the sense that expenditures do not exceed revenues. At the time this report was written, revenues were projected at \$3,621,500 and expenditures were \$3,616,062. Some last minute adjustments are anticipated before the Council receives the final draft.

Expenditures for basic maintenance and operations have changed very little from last year. In fact, the sewer budget has actually decreased slightly. The Water and Sewer Superintendent and his staff should be commended for providing a very lean and efficient operating budget and for holding expenses down. The slight increase in expenditures is mostly attributable to increases in fixed costs. This budget transfers the minimal amount (\$200,000) into the depreciation account. More would be desirable.

The draft budget contains a number of capital expenditures which will come out of depreciation and fleet reserve accounts. The capital budget includes a total of about \$75,000 in expenditures for sewage lagoon improvements, a water storage tank diffuser, a snow plow and flatbed for an existing truck, mixed oxidant disinfectant at the water treatment plant, and a new mid-size 4by4. If more revenues become available, it is recommended that they be placed into the depreciation account.

Policy Considerations

- Increasing Customers: This has been discussed many times before. One of the fundamental flaws that needs to be addressed is that we have an expensive and expansive treatment, collection and distribution infrastructure and very few customers to pay for maintenance and operations. There are many ideas for increasing the customer base from in-filling, to expanding the system to the rest of the city, to identifying new buyers for bulk water. All of these ideas should be explored further.
- Rate Model: 2014 will be the first year for the new rate structure and it should provide us with experience and good information as we head into 2015. We would recommend that the Council consider spending some funds to commission a rate study similar to the one it received for the Port and Harbor.



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 13-137

TO: Mayor Wythe and Homer City Council

FROM: Walt Wrede

DATE: October 5, 2013

SUBJECT: Amendments to Employee Health Insurance Plan

Introduction

In June of this year, the City Council held a workshop to hear a presentation from the City's insurance broker / consultant on the state of the employee health insurance plan. The picture presented was bleak despite recent amendments to the benefit package, the implementation of employee premiums, an increase in the City contribution, and the implementation of a new wellness program. Health care costs are rising so rapidly that it affects every decision we make about the budget. Health Insurance is now driving the bus. There are many factors contributing to this including escalating medical costs, an aging workforce, and very high utilization of a rich plan.

Following is a quick recap of the workshop information. In calendar year 2012, the City budgeted \$1,300 per employee per month for health insurance. Actual expenses for that year were \$1,912.82 per employee per month. The City experienced cost overruns for that year of \$641,115. In 2013 (this year), the City contribution was raised to \$1,500 per employee, per month. The average cost was \$1,871.20 per employee per month at the end of May and based upon that trend, it was projected that the City would lose another \$371,290 in 2013. The Council transferred \$800,000 from reserves to the self-insurance fund as part of the mid-year budget amendment. This transfer covered real and projected losses for these two years but it did little to replenish the insurance reserve fund.

To make matters worse, the broker projected that if no changes were made to the plan, the cost in 2014 would be \$2,050.81 per employee, per month or \$2,486,588 a year. This would require another \$600,000 and would likely result in significant budget cuts. It was clear to everyone that this trend is not sustainable.

Response

The consensus of the Council was that we needed to again address rapidly rising health care costs. Several ideas were floated about how to approach it. The Council was informed that the Administration was already working on amendments to the plan for consideration. It was generally agreed that the best and most appropriate course of action would be for the administration to amend the plan and for the Council to approve it as part of the normal budget process. The City Manager reported that the administration's goal was to keep the City contribution at the same level as 2013; \$1,500 per employee, per month. The extra funds needed would be made up through changes in the plan and a larger employee contribution.

Since the June workshop, HR Director Andrea Petersen and Insurance broker Jeff Paxton have been working almost non-stop to come up with plan amendments that satisfy our goals. Finance Director John Li and I were brought into the conversation at crucial decision making points. The broker also called upon other experts and an actuarial as needed. Our goals going into this process were:

- Maintain the current (FY 13) City contribution of \$1,500 per employee, per month in order to slow the rapid growth in City expenses for health insurance and protect other programs from budget cuts.
- Protect existing jobs and programs
- Produce health insurance plan options for employees that are still very good plans compared to industry standards and comparable cities and organizations.
- Minimize to the extent possible the financial impacts to employees.
- Compensate employees for the loss in benefits with a COLA (if possible).
- Mitigate the potential impacts of the excise tax.
- Have the amendments approved as part of the normal budget process.

Andrea and Jeff worked very hard to come up with a plan that was sustainable and at the same time minimized to the extent possible the impacts on employees. This was a very difficult task given the magnitude of the problem. I believe they reviewed and adjusted at least 80 different plans using different assumptions, utilization trends, and interpretations of the data. We started out thinking that we would do as much as we could with plan amendments and try to minimize premiums (money deducted from paychecks). The two plans forwarded to employees ended up containing both plan amendments and increases in premiums. Significant increases in premiums was necessary because if we relied totally on plan amendments, we would have had deductibles and out of pocket max levels so high that the end result was a plan that essentially covered only catastrophic events.

We met with employees the weeks of September 23 and 30 to explain the need for changes and go over the new, proposed insurance plans. The reaction was what you might expect.

Employees in general were not very happy. Many employees knew this was coming sooner or later and were not surprised. Others appreciated the fact that they have a choice between two different plans. Employees who are recent arrivals let us know that these are still good plans compared with what is available in most other places.

But, there is no way to sugar coat this. If implemented, this would be a significant reduction in employee benefits and real hit to their wallets. I don't like reducing employee benefits and would increase them if I had the resources to do so. They deserve it. The biggest impact will be disproportionately to employees in middle income brackets who have families. From my conversations with employees, it seems like the premiums are a bigger concern than increases in deductibles and other plan amendments. This is a lot to absorb all at once and will really impact family budgets. The Council could reduce premiums or delay their full implementation but that would likely require budget cuts elsewhere, new revenues, or acceptance of the risk that there might be additional cost overruns and no replenishment of the reserve fund.

Based upon the feedback we received from employees, we reduced the new premiums 20% across the board with the exception of the premium for employee only. The plans were calculated to cover the Plan costs and replenish the reserve fund. After a lot of additional number crunching, I concluded that this reduction in premiums was an acceptable risk. If this decision turns out to be a bad move, the risk is that the reserve fund will not be replenished and further adjustments may be necessary.

It is projected that the two plan options that have been rolled out would save the City approximately \$600,000 in 2014 assuming we did nothing and maintained the status quo. It is important to be clear about this though. We have not cut the City budget for health insurance. We have simply stopped the escalation in cost. The City contribution to insurance is maintained at last year's level. The employees are making up the additional cost through plan amendments and premiums. It is hoped that these plans will result in employees thinking more like consumers and making typical consumer choices when it comes to purchasing health care services. The result could be less utilization and lower costs.

Characteristics of the New Plans

Copies of the proposed health insurance plans that have been provided to the employees are attached for your information. A copy of the current plan is also attached for comparison purposes. In short, the primary amendments contained in the new plans are:

- Two plans for employees to choose from; a "Core Plan" and a "Buy-Up Plan."
- Unbundling of medical, dental, and vision plans.
- Higher co-pays, higher deductibles, and higher out of pocket limits.

- The preferred Provider Organization (PPO) Network will no longer be silent to the participant
- Higher premiums (payroll deductions)
- A new co-pay for office visits.
- New fees for spouses who have insurance at their own employer but choose to seek coverage by the City Plan.
- Payments / incentives to employees who “opt-out” and take coverage with their spouse’s plan.

The Process Going Forward

It is my understanding that the Council’s expectation is that the Administration will amend the health insurance plan to reduce the City’s costs, hold the City contribution to the same level as the FY 2013 Budget, and submit the package to Council as part of the normal budget approval process. We have completed our work. I believe that we have produced the best product we could given the circumstances and the limited financial resources available to us. This has been a very painful process as you might imagine. But I believe that if implemented, the new plan will slow the rapid escalation in health care costs and still provide a very good benefit to employees. I very much want to provide a COLA this year but chances are that I may not be in a position to do so in the draft budget. I would welcome any Council discussion about COLAs or providing assistance with the premiums however, you should be aware going in that this will likely mean cuts somewhere else or new revenue.

The Budget schedule calls for the City Manager to deliver the draft budget to the Council by October 14. This is the date of a regular Council meeting and the Committee of the Whole will be used for an introduction to the draft FY 2014 Budget. As part of the budget discussion, we can also review the proposed health insurance plan.

I would strongly recommend that the Council let us know early on whether it is in favor of this plan or not. Council will have two opportunities to do this, at the meeting on the 14th, when the budget is delivered to you and on October 28th, when the budget is formally introduced by ordinance. The reason for requesting that you act quickly on this is that in order to implement the new plan beginning January 1, 2014, we must start an open enrollment period on November 1. The open enrollment period will last for two months until the end of December.

Future Recommendations

As we worked our way through this process, it became clear to me that a self- insured plan may no longer be the most cost effective approach for the City. The self-insured plan has served us very well for many years. For a long time, the City had the best coverage at the

lowest cost per employee of any City. But things have changed, and changed rapidly. We now have some of the highest costs per employee. There are many possible reasons for this. The reasons include rising medical costs overall, an aging workforce, a rich plan that results in high utilization and costs, and a very small pool over which to spread the risk.

I would recommend that the City stick with the self-insured plan for at least one more year until we have more information about some of the variables and uncertainties that currently exist. As things shake out, we might recommend a variety of changes next year that could reduce costs further. For example:

- The exchanges: As you know, the Affordable Health Care Act includes insurance exchanges which are currently being established. These exchanges may provide options that are not available now.
- Private Insurance: As we amend the benefit package to get closer to industry standards, the bids we receive from the private sector insurance companies become more and more attractive. We are rapidly moving toward the time when private insurance will be cheaper than the self- insurance plan.
- Plan Utilization: The proposed plan is projected to change utilization as employees make choices about where and how to spend their money. In short, there is a possibility that utilization may decrease, thus reducing costs.

Council will also need to consider how it will respond if costs continue to escalate in future years. Will the City increase its contribution? Will the City and employees split the additional costs based upon some formula? Employees are very worried about this because they know health care costs will only continue to go up. These are discussion items we will need to have as we move forward.

Thanks for your time and consideration. As always, do not hesitate to contact me if you have any questions or comments.

City of Homer - Current Medical Plan, 2013 -

		CURRENT PLAN	
		In Network	Out of Network
Lifetime Maximum		Unlimited	
Deductible (Single / Family)		\$100 / \$300	70% / 30%
Coinsurance		90% / 10%	
Out of Pocket Max (Deductible Not Included)		\$500 single / \$1,500 family	
Provider Network		First Choice	None
Office Visit		100%	30% after deductible
• Primary Care Physician		10% after deductible	30% after deductible
• Specialist			
Diagnostic Lab & X-Ray		10% after deductible	30% after deductible
• All Other		10% after deductible	30% after deductible
• Complex		100%	100%
• Preventive			
Preventive Care		100%	100%
Hospital		10% after deductible	30% after deductible
• Inpatient Facility		10% after deductible	30% after deductible
• Outpatient Surgery		10% after deductible	30% after deductible
• Emergency		10% after deductible	
Prescriptions		\$5 / \$10 (generic/brand name)	
• Retail (30-day supply)		\$10 / \$30 (generic/brand name)	
• Mail Order (90-day supply)			
Mental Health		10% after deductible	30% after deductible
• Inpatient		100%	30% after deductible
• Outpatient			
Spinal Manipulation (10 visits/year)		100%	30% after deductible

FT Employee Payroll Deductions		
26 Pay Periods		
Med/Dental/Vision Premium Effective April 1, 2012	Employee Only	Per Pay Period
	Spouse	\$17.84
	Spouse	\$56.75
	Child (each)	\$4.81

PT Employee Payroll Deductions		
26 Pay Periods		
Med/Dental/Vision Premium Effective April 1, 2012	Employee 20 Hr	Per Pay Period
	Employee 20 Hr	\$35.68
	Employee 24 Hr	\$29.73
	Employee 28 Hr	\$25.48

City of Homer - Medical Dual Plan Option - January 1, 2014

		<h2 style="text-align: center;">CORE PLAN</h2>	
		In Network	Out of Network
Lifetime Maximum		Unlimited	
Deductible (Single / Family)		\$1,500 / \$4,500	\$4,000 / \$12,000
Coinsurance		70% / 30%	50% / 50%
Out of Pocket Max (Deductible Not Included)		\$3,000 / \$9,000	\$4,000 / \$12,000
Provider Network		First Choice	None
Office Visit			
<ul style="list-style-type: none"> Primary Care Physician Specialist Spinal Manipulation (10 visits/year) Acupuncture Physical Therapy 		\$35 copay \$35 copay \$35 copay \$35 copay \$35 copay	50% / 50% after deductible 50% / 50% after deductible 50% / 50% after deductible 50% / 50% after deductible 50% / 50% after deductible
Diagnostic Lab & X-Ray			
<ul style="list-style-type: none"> Complex All Other Preventive 		70% / 30% after deductible 70% / 30% after deductible 100%	50% / 50% after deductible 50% / 50% after deductible 100%
Preventive Care		100%	100%
Hospital			
<ul style="list-style-type: none"> Inpatient Facility Outpatient Surgery Emergency 		70% / 30% after deductible 70% / 30% after deductible \$150 copay (waived if admitted), 30% after deductible	50% / 50% after deductible 50% / 50% after deductible 30% after deductible
Prescriptions		(generic/brand name formulary/brand name non-formulary)	
<ul style="list-style-type: none"> Retail (30-day supply) Mail Order (90-day supply) 		\$25 / \$50 / \$75 \$50 / \$100 / \$150	
Mental Health			
<ul style="list-style-type: none"> Inpatient Outpatient 		70% / 30% after deductible \$35 copay	50% / 50% after deductible 50% / 50% after deductible

City of Homer Core Medical Plan	
2014 Employee Contribution	
Pay Periods: 26	
EE Only	46.15
EE + Spouse	\$ 92.30
EE + Child	\$ 64.62
EE + Children	\$ 101.54
EE + Sp + Child	\$ 120.00
EE + Sp + Children	\$ 138.46

Spousal Cost-Sharing Fee (EE Pays)	\$200/month	\$92.30/pp
(Spouse has coverage with employer but elects COH medical plan)		
EE elects spouse M/D/V insurance (COH Pays)	\$250/month	\$115.38/pp
EE elects spouse medical insurance (COH PAYS)	\$200/month	\$92.30/pp

2014 Payroll Deductions for Part-Time Core Plan	
Employee 20 Hr	\$92.30
Employee 24 Hr	\$78.46
Employee 28 Hr	\$73.84

This is a summary of benefits. This is not a contract.

City of Homer - Medical Dual Plan Option - January 1, 2014

		BUY-UP PLAN	
		In Network	Out of Network
Lifetime Maximum		Unlimited	
Deductible (Single / Family)		\$400 / \$1,200	\$800 / \$2,400
Coinsurance		80% / 20%	60% / 40%
Out of Pocket Max (Deductible Not Included)		\$2,000 / \$6,000	\$3,000 / \$9,000
Provider Network		First Choice	None
Office Visit			
<ul style="list-style-type: none"> Primary Care Physician Spinal Manipulation (10 visits/year) Acupuncture Physical Therapy Specialist 		\$30 copay \$30 copay \$30 copay \$30 copay \$30 copay	60% / 40% after deductible 60% / 40% after deductible 60% / 40% after deductible 60% / 40% after deductible 60% / 40% after deductible
Diagnostic Lab & X-Ray			
<ul style="list-style-type: none"> Complex Other Preventive 		80% / 20% after deductible 80% / 20% after deductible 100%	60% / 40% after deductible 60% / 40% after deductible 100%
Preventive Care		100%	100%
Hospital			
<ul style="list-style-type: none"> Inpatient Facility Outpatient Surgery Emergency 		80% / 20% after deductible 80% / 20% after deductible \$100 copay (waived if admitted), 20% after deductible	60% / 40% after deductible 60% / 40% after deductible
Prescriptions		(generic/brand name formulary/brand name non-formulary)	
<ul style="list-style-type: none"> Retail (30-day supply) Mail Order (90-day supply) 		\$10 / \$20 / \$30 \$20 / \$40 / \$60	
Mental Health			
<ul style="list-style-type: none"> Inpatient Outpatient 		80% / 20% after deductible \$30 copay	60% / 40% after deductible 60% / 40% after deductible

City of Homer Buy-Up Medical Plan	
2014 Employee Contribution	
Pay Periods: 26	
EE Only	\$ 51.65
EE + Spouse	\$ 194.46
EE + Child	\$ 139.14
EE + Children	\$ 215.53
EE + Sp + Child	\$ 249.78
EE + Sp + Children	\$ 293.90

Spousal Cost-Sharing Fee (EE Pays) \$200/month \$92.30/pp
 (Spouse has coverage with employer but elects COH medical plan)

EE elects spouse M/D/V Insurance (COH Pays) \$250/month \$115.38/pp

EE elects spouse medical insurance (COH PAYS) \$200/month \$92.30/pp

2014 Payroll Deductions for Part-Time Buy-Up Plan	
Employee 20 Hr	\$103.30
Employee 24 Hr	\$87.81
Employee 28 Hr	\$82.64

This is a summary of benefits. This is not a contract.

City of Homer - Dental Plan Option - January 1, 2014

		<p align="center">Benefit</p>	<p align="center">City of Homer 2014 Payroll Deductions</p>
<p>Calendar Year Deductible Per Person Deductible Applies to</p>	<p>Pay Periods:</p>	<p>\$100 / \$300 Class B Service - Basic Class C Service - Major</p>	<p>Select: <input type="text" value="26"/></p>
<p>Class A Services ~ Preventive</p>	<p>Dental Plan</p>	<p>100%</p>	<p>EE Contribution</p>
<p>Class B Services ~ Basic</p>	<p>EE Only</p>	<p>80%</p>	<p>\$2.31</p>
<p>Class C Services ~ Major</p>	<p>EE + Spouse</p>	<p>50%</p>	<p>\$4.62</p>
<p>Maximum Benefit Amount Per Person Per Calendar Year</p>	<p>EE + Child</p>	<p>\$1,500</p>	<p>\$4.62</p>
<p>Maximum Benefit Amount Per Person Orthodontics</p>	<p>EE + Children</p>	<p>\$750</p>	<p>\$6.92</p>
	<p>EE + Sp + Child</p>		<p>\$6.92</p>
	<p>EE + Sp + Children</p>		<p>\$11.54</p>

City of Homer - Vision Plan Option - January 1, 2014

 	<p align="center">Benefit</p>
Exam (including contact fitting exam)	80%
Single/Bifocal/Trifocal Lenses/Frames	100% up to \$175
Lenticular Lenses/Frames	100% up to \$275
Contact Lenses	100% up to \$125

<p align="center">City of Homer 2014 Payroll Deductions</p>															
Pay Periods:	Select: <input type="text" value="26"/>														
<table border="1"> <thead> <tr> <th data-bbox="203 598 462 812">Vision Plan</th> <th data-bbox="462 598 755 812">EE Contribution</th> </tr> </thead> <tbody> <tr> <td>EE Only</td> <td>\$3.25</td> </tr> <tr> <td>EE + Spouse</td> <td>\$6.50</td> </tr> <tr> <td>EE + Child</td> <td>\$6.50</td> </tr> <tr> <td>EE + Children</td> <td>\$9.75</td> </tr> <tr> <td>EE + Sp + Child</td> <td>\$9.75</td> </tr> <tr> <td>EE + Sp + Children</td> <td>\$16.25</td> </tr> </tbody> </table>		Vision Plan	EE Contribution	EE Only	\$3.25	EE + Spouse	\$6.50	EE + Child	\$6.50	EE + Children	\$9.75	EE + Sp + Child	\$9.75	EE + Sp + Children	\$16.25
Vision Plan	EE Contribution														
EE Only	\$3.25														
EE + Spouse	\$6.50														
EE + Child	\$6.50														
EE + Children	\$9.75														
EE + Sp + Child	\$9.75														
EE + Sp + Children	\$16.25														



City of Homer

www.cityofhomer-ak.gov

Volunteer Fire Department

604 East Pioneer Ave
Homer, Alaska 99603

fire@cityofhomer-ak.gov

(p) 907-235-3155

(f) 907-235-3157

Memorandum 13-138

TO: Mayor and City Council
THROUGH: Jo Johnson, Acting City Manager
FROM: Robert Painter, Fire Chief
DATE: October 7, 2013
SUBJECT: Fire Department Budget Requests

Honorable Mayor Wythe & City Council:

Having reviewed the City Manager's Budget Memo to Council I would like to provide comment regarding the lack of support for the numerous funding requests presented to the City Manager regarding urgently needed and necessary maintenance issues regarding the existing station and the serious lack of advanced life support coverage during the summer months.

The Homer Volunteer Fire Department was established in 1952 by volunteers dedicated to providing fire protection and ambulance service to their neighbors. In 1979, following years of fundraising, the existing station on Pioneer Avenue was constructed using mostly volunteer time and labor and dedicated in 1980. Following consolidation with the City of Homer in 1990, the station and other assets were transferred to the city's care. Except for a major seismic construction upgrade and other necessary repairs in 1996/97 there has been little done to the station except routine maintenance. The majority of the floor coverings (rubber tile and carpeting) is original to the building (installed in 1979) and is simply wearing out. The exterior of the building, last stained more than 5 years ago, is also in desperate need of repainting and staining to maintain both the structure of the building and to prevent rot and decay of this critical infrastructure.

We realize that replacing the existing fire station with a new Public Safety Building has been identified as a capital priority but this process, with all good intentions, will still take at least 3-5 years before completion, if funding is obtained. In the meantime, it is vital that the existing facility be adequately maintained so that it retains its value and functionality. Deferring routine maintenance is neither wise, nor fiscally prudent if there is money in the building depreciation account.

As indicated in the City Manager's memorandum, his budget only included funding to replace the exterior fire escape and to replace aging and obsolete gas detectors and calibration equipment necessary for the safety of our responders.

For Fiscal Year 2014 the Fire Department also requested funding for two, full-time seasonal Emergency Service Specialists (Firefighter/EMT-3) personnel to help provide coverage during the summer when a number of our volunteer responders are on leave and our paid staff tend to take annual leave (full staffing places 3 personnel [Fire Chief, Departmental Services Coordinator and ESS] in the station during the workweek 8 am until 5 pm, but only 1 on duty [ESS] 24 hours). As the call volume of the fire department continues to rise almost every year, our volunteer membership is harder pressed to be available around the clock, especially during the daytime hours when the majority of calls are handled. These two seasonal employees would aid in providing a more immediate response to calls both during the day and help ensure that advanced life support is available 24/7 as required by our ambulance certification level. As the fire department has had a vacant full-time position for some time (Assistant Chief), the remaining staff strives to provide continuous EMS coverage, often resulting in overtime and on-call pay.

I can assure the Mayor and City Council it is not my desire or intention to create a fully paid fire department. The community has been well served by the mostly volunteer fire department for over 60 years, and we strongly desire to retain both the volunteer spirit and level of professionalism demonstrated by HVFD from its inception. None-the-less, I do believe that we have reached a crossroads in the evolution of the fire service in Homer and must, for the benefit of our community, add more paid personnel during the busiest time of year to relieve the stress on both paid staff and volunteers alike.

I request the Council's support of my request for additional seasonal personnel in the 2014 budget.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL



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

REGULAR MEETING AGENDA

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

- A. **Resolution 13-040**, A Resolution of the Homer City Council Directing the City Administration to Terminate All Survey, Design, and Cost Estimating Work on the Kachemak Drive Pathway. Mayor. **Page 39**

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. **Memorandum 13-139**, from Mayor, Re: Appointment of Roger MacCampbell to the Parks and Recreation Advisory Commission, Tom Stroozas to the Planning Commission, and Daniel Donich to the Port and Harbor Advisory Commission, and the Reappointment of Dave Brann to the Parks and Recreation Advisory Commission.

Page 43

- B. **Ordinance 13-39**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Land and Water Conservation Fund Grant from the State of Alaska Division of Parks and Outdoor Recreation in the Amount of \$75,000 and Appropriating the Required Local Match in the Amount of \$75,000 for Improvements to Karen Hornaday Park and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction October 14, 2013, Public Hearing and Second Reading October 28, 2013.

Page 53

- C. **Ordinance 13-40**, An Ordinance of the Homer City Council, Amending HCC 7.04.010, State Statutes Adopted by Reference, HCC 7.04.020, Copies of State Traffic Code on File, HCC 7.04.030, Violation—Penalty, HCC 7.08.010, Compliance with State Law, HCC 7.08.045, Handicapped Parking, HCC 7.08.058, Removal of Impoundment Notice, and HCC 10.04.110, Violation—Penalty; and Repealing HCC 7.04.023, State Schedule of Minor Traffic Offenses and Bail Forfeiture—Adopted, HCC 7.04.025, State Schedule of Minor Traffic Offenses and Bail Forfeiture—Conflict with General Penalty, HCC 7.06.100, Penalty and Fine Schedule, HCC 7.08.060, Violation—Penalty, HCC 7.20.010, Compliance with State Law, HCC 7.20.080, Violation—Penalty, HCC Chapter 24, Traffic Violation Mandatory Sentences, and HCC 7.28.060, Violation; Penalty; to Establish a Consolidated Traffic Fine Schedule. City Clerk. Introduction October 14, 2013, Public Hearing and Second Reading October 28, 2013.

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- D. **Ordinance 13-41**, An Ordinance of the City Council of Homer, Alaska, Appropriating a U.S. Fish & Wildlife Learning Landscape Grant with 50% In-Kind Matching Requirement, Up to \$25,000, for the Purpose of Completing Landscaping Improvements at Karen Hornaday Park Playground. City Manager/Public Works Director. Introduction October 14, 2013, Public Hearing and Second Reading October 28, 2013.

Page 69

Memorandum 13-142 from Public Works Director as backup.

Page 75

- E. **Resolution 13-097**, A Resolution of the City Council Certifying the Results of the City of Homer Regular Election Held October 1, 2013 to Decide Ballot Referendum #1 “Shall Homer City Code Chapter 5.42 Prohibiting Sellers from Providing Customers with Disposable Plastic Shopping Bags be Repealed: and to Elect Two Council Members. City Clerk/Canvass Board. Recommend adoption.

Page 77

- F. **Resolution 13-098**, A Resolution of the City Council of Homer, Alaska, Expressing Support for the Pratt Museum’s Grant Request in the Amount of \$2.55 Million for Its New Facility. Mayor/Roberts/Burgess. Recommend adoption. **Page 81**
- G. **Resolution 13-099**, A Resolution of the Homer City Council Encouraging Governor Parnell and the Alaska State Legislature to Invest in Transportation Infrastructure. Burgess. Recommend adoption. **Page 83**
- H. **Resolution 13-100**, A Resolution of the City Council of Homer, Alaska, Requesting the Governor to Include in His FY 2015 Capital Budget a Deposit of \$100 Million into the Vessel Replacement Fund for the Purpose of Constructing a New Ocean-Going Vessel to Replace the M/V Tustumena. Mayor/City Council. Recommend adoption. **Page 85**
- I. **Resolution 13-101**, A Resolution of the City Council Of Homer, Alaska, Supporting the Center for Alaskan Coastal Studies Recreational Trail Program Grant Application Administered by the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation. Zak. Recommend adoption. **Page 89**
- J. **Resolution 13-102**, A Resolution of the Homer City Council Restoring the Irrevocable Grandfather Rights Back to the Bay View Inn. Zak. Recommend adoption. **Page 91**
- K. **Resolution 13-103**, A Resolution of the City Council of Homer, Alaska, Approving a Sublease and Operating Agreement Between the Kenai Peninsula Borough and South Peninsula Hospital Inc. Dated August 28, 2013.City Manager. Recommend adoption. **Page 93**
- L. **Resolution 13-104**, A Resolution of the Homer City Council Awarding the Contract for the Homer Natural Gas Conversion Project Phase I to the Firm of Intelligent Design, LLC of Anchorage, Alaska, in the Amount of \$56,776.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director. Recommend adoption. **Page 131**
- Memorandum 13-143 from Project Manager as backup. **Page 133**
- M. **Resolution 13-105**, A Resolution of the Homer City Council Awarding the Bid for the Snow Removal and Sanding Services 2013/14, 2014/15, and 2015/16 to the Firm of Gregoire Construction of Homer, Alaska, in the Amount of \$450.00 per Snow Plow/Trip; \$450.00 per Sanding/Trip; Total/Trip \$900.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director. Recommend adoption. **Page 135**

Memorandum 13-144 from Public Works Director as backup.

Page 137

- N. **Memorandum 13-140**, from City Clerk, Re: Travel Authorization for Mayor Wythe and Councilmember Zak to Attend the Alaska Municipal League 63rd Annual Local Government Conference in Anchorage, Alaska, November 18 - 22, 2013. **Page 141**

- O. **Memorandum 13-141**, From City Clerk Re: Vacate the West Half of the 80-foot Wide Public Use Easement that Extends Through the East Portion of Lot 38, Bunnell's Subdivision. Said Plat Bunnell's Subdivision is Recorded in the Seldovia Recording District. Said Easement was Created in 1970 and Recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is Applied to the Subject Property by the Applicant Note Page 230 of Book 60 HRD Describing Property by Parcel No. 175-142-13, and as Lot 28 of Bunnell's Subdivision. Said Easement is Further Shown as Easement 21 Within Said Book 60 Page 234 HRD. All Property Lies Within Section 19, Township 6, Range 13 West, Seward Meridian, Alaska, Within the City of Homer and the Kenai Peninsula Borough, KPB File 2013-132; Location: City of Homer.

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6. VISITORS

7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. Recognition of Councilmember Dolma

- B. Borough Report

- C. Commissions/Board Reports:

- 1. Library Advisory Board
 - a. 2013 Strategic Plan

- 2. Homer Advisory Planning Commission

- 3. Economic Development Advisory Commission

- 4. Parks and Recreation Advisory Commission

- 5. Port and Harbor Advisory Commission

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8. PUBLIC HEARING(S)

A. 2014 BUDGET

- Budget Message for Fiscal Year 2014 from City Manager **Page 211**
- Memorandum 13-137 from City Manager, Re: Amendments to Employee Health Insurance Plan **Page 217**
- Memorandum 13-138 from Fire Chief, Re: Fire Department Budget Requests **Page 227**

9. ORDINANCE(S)

10. CITY MANAGER’S REPORT

- A. City Manager’s Report
- B. Bid Report **Page 239**

11. CITY ATTORNEY REPORT

- 1. City Attorney Report – September 2013 **Page 243**

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. Port and Harbor Building Task Force

13. PENDING BUSINESS

- A. (If Reconsideration Passes) **Resolution 13-040**, A Resolution of the Homer City Council Directing the City Administration to Terminate All Survey, Design, and Cost Estimating Work on the Kachemak Drive Pathway. Mayor. **Page 249**

Memorandums 13-059 and 13-135 from Parks and Recreation Advisory Commission as backup. **Page 251/257**

14. NEW BUSINESS

15. RESOLUTIONS

- A. **Resolution 13-106**, A Resolution of the Homer City Council Awarding the Bid for the Operation and Management of the Homer Animal Shelter to the Lowest Responsible Bidder in the Amount of the Low Bid and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Police Chief. **Page 279**

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, October 28, 2013 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Special Meeting is scheduled for Monday, October 21, 2013 at 6:00 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

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 13-040

A RESOLUTION OF THE HOMER CITY COUNCIL DIRECTING THE CITY ADMINISTRATION TO TERMINATE ALL SURVEY, DESIGN, AND COST ESTIMATING WORK ON THE KACHEMAK DRIVE PATHWAY.

WHEREAS, Resolution 12-079(A) authorized the allocation of up to \$20,000 from the HART Fund for the purposes of survey work and an engineering estimate to determine the cost of constructing the initial one-half mile of the proposed Kachemak Drive Non-Motorized Pathway; and

WHEREAS, the Council's intent when adopting Resolution 12-079(A) was to determine if the trail alignment favored at the time by the Parks and Recreation Advisory Commission and its sub-committee, the Kachemak Drive Path Committee, was feasible and what it might cost to construct; and

WHEREAS, The City Engineer and contract surveyor studied the preferred trail alignment and concluded that construction would be prohibitively expensive due to the topography and terrain and that bridges, retaining walls, and slope stabilization measures would be required.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council finds that it is not in the City's interest to pursue the project any further due to funding, permitting, construction, and other concerns.

BE IT FURTHER RESOLVED that the Council hereby directs the City administration and the Parks and Recreation Advisory Commission and its subcommittee, the Kachemak Drive Path Committee to discontinue all work on this project and to expend no further funds on it.

PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 23rd day of September, 2013.

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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

MELISSA JACOBSEN, CMC
DEPUTY CITY CLERK

Fiscal Note: N/A

CONSENT AGENDA



City of Homer

www.cityofhomer-ak.gov

Office of the Mayor

491 East Pioneer Avenue
Homer, Alaska 99603

mayor@ci.homer.ak.us

(p) 907-235-3130

(f) 907-235-3143

Memorandum 13-139

TO: HOMER CITY COUNCIL

FROM: MARY E. WYTHE, MAYOR

DATE: OCTOBER 7, 2013

SUBJECT: APPOINTMENT OF ROGER MACCAMPBELL TO THE PARKS AND RECREATION ADVISORY COMMISSION, TOM STROOZAS TO THE PLANNING COMMISSION, AND DANIEL DONICH TO THE PORT AND HARBOR ADVISORY COMMISSION, AND THE REAPPOINTMENT OF DAVE BRANN TO THE PARKS AND RECREATION ADVISORY COMMISSION.

Roger MacCampbell is appointed to the Parks and Recreation Advisory Commission to fill the seat vacated by Lars Bell. His appointment will expire October 31, 2015.

Tom Stroozas is appointed to the Planning Commission to fill the seat vacated by Shelly Erickson. His appointment will expire July 31, 2016.

Daniel Donich is appointed to the Port and Harbor Advisory Commission to fill the seat vacated by Pete Wedin. His appointment will expire February 1, 2015.

Dave Brann is reappointed to the Parks and Recreation Advisory Commission. His appointment will expire October 31, 2016.

RECOMMENDATION:

Confirm the appointments of Roger MacCampbell to the Parks and Recreation Advisory Commission, Tom Stroozas to the Planning Commission, and Daniel Donich to the Port and Harbor Advisory Commission, and the reappointment of Dave Brann to the Parks and Recreation Advisory Commission.

Fiscal Note: N/A



**CITY OF HOMER
COMMISSION, COMMITTEE, BOARD & TASK FORCE
APPLICATION FORM**

SEP 20 2013 AM 09:26
CITY CLERKS OFFICE
CITY OF HOMER
491 E. PIONEER AVENUE
HOMER, ALASKA 99603
PHONE 907-235-3130
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.
This information is public and will be included in the Council Information packet.

Name Date

Physical Address City

Mailing Address Zip Code

Phone Work # Cell #

Email Address

NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 5:00 P.M.
<input checked="" 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	45

I have been a resident of the City for 29 mos. yrs I have been a resident of the area for 30 mos. yrs.

I am presently employed as: Chief Ranger: South District (Kasilof - KBSP) Kenai A.S.P.

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

A.S. PARK MGMT B.A. Interdisciplinary Studies PARK ED.: Interpretation Cal State Univ.
BOATING INSTRUCTOR, BOATING SAFETY, AMSEA, SWIFTWATER RESCUE
Managing Search function, Peace Officer Commission
40+ years experience as Park Ranger. Supervise: manage
Trail crews, Park Rangers, Technicians, volunteers.
manage private contracts, permits
wrote/co-authored 2 management plans, Developed
several policies for state parks; Law enforcement, uniform, firearms
boating safety etc.

Have you ever served on a similar commission, committee, board or task force? yes

If so when and where? Public Arts Committee Bay Crest Interpretive Plan
Board of Directors Homer Chamber, Homer Little League

When are you available for meetings? Weekly Monthly Bi-Monthly

I am interested in serving on the above because:

strong desire to improve the communities in and around Homer
recreational infrastructure, programs

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: Rotary

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence? yes

If yes, briefly describe the development: co owner of 2 operating Cattle Ranches and one Commercial building
in N. Calif. 3 LLC's leasing rental recreational cabins, sportfishing

Questions regarding the Port & Harbor Advisory Commission:

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

If yes, is you use primarily: Commercial Recreational Both

Please include any additional information that may assist the Mayor in his decision:

When you have completed the form please review all the information and then click on the print button.



**CITY OF HOMER
COMMISSION, COMMITTEE, BOARD & TASK FORCE
APPLICATION FORM**

SEP 26 2013 PM 04:00 *etc*
 SEP 26 2013 PM 04:00
 CITY CLERK'S OFFICE
 CITY OF HOMER
 491 E. PIONEER AVENUE
 HOMER, ALASKA 99603
 PHONE 907-235-3130
 FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.
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Name Date

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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.
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<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. ¹⁰ 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.

SEP 10 2013



**CITY OF HOMER
COMMISSION, COMMITTEE, BOARD & TASK FORCE
APPLICATION FORM**

CITY CLERKS OFFICE
CITY OF HOMER
491 E. PIONEER AVENUE
HOMER, ALASKA 99603
PHONE 907-235-3130
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.
This information is public and will be included in the Council Information packet.

Name Daniel Donich Date 9/9/13

Physical Address 41971 Lookout Dr. City Homer

Mailing Address PO Box 918 Zip Code 99603

Phone 907 235-4848 Work # 907 235 3843 Cell # 907 399 7202

Email Address homerfishing@gmail.com

NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

Please indicate the commission(s), committee(s), board or task force you are interested in:

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 7:00 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	PARKS & RECREATION ADVISORY COMMISSION	3RD THURSDAY OF THE MONTH AT 6:30 P.M.
<input checked="" type="checkbox"/>	PORT & HARBOR ADVISORY COMMISSION	4TH WEDNESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	PUBLIC ARTS COMMITTEE	3RD THURSDAY OF THE MONTH AT 11:00 A.M. WORKSESSIONS AT 10:00 A.M.
<input type="checkbox"/>	TRANSPORTATION ADVISORY COMMITTEE	3RD TUESDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY AT 3:00 P.M.
<input type="checkbox"/>	OTHER - PLEASE ENTER THE	

SEP 10 2008

I have been a resident of the City for ___ mos. ___ yrs I have been a resident of the area for 25 ___ mos. yrs.

I am presently employed as: Self-Employed Sportfishing Guide/Charter Boat Operator - Daniel's Personalized Guide Service

List any special training, education or background you have which is related to your choice of commission, committee, board, or task force: Fish & Game Local Advisory Board

Have you ever served on a similar commission, committee, board or task force? yes

If so, when & where: Fish & Game Local Advisory Board 1998 -2002

When are you available for meetings? Weekly Monthly Bi-Monthly

I am interested in serving on the above because:

I would like to become involved in the decision making process of the Port and Harbor Commission to give input and support on various issues concerning those who use the harbor on a regular basis. I would like to help to continue to maintain the high standards of the Homer Harbor.

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: Homer Charter Association

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence? No Yes 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? no yes

If yes, is you use primarily: Commercial Recreational Both

Please include any additional information that may assist the Mayor in his decision making:

When you have completed the form please review all the information and then click on the submit or print button.

SEP 12 2013 PM01:16 Rk

I would like to
renew my Commission
seat on Park & Rec-
reation Advisory
Commission.

Dave Brann

ORDINANCE REFERENCE SHEET
2013 ORDINANCE
ORDINANCE 13-39

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Land and Water Conservation Fund Grant from the State of Alaska Division of Parks and Outdoor Recreation in the Amount of \$75,000 and Appropriating the Required Local Match in the Amount of \$75,000 for Improvements to Karen Hornaday Park and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting October 14, 2013 Introduction

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 13-39

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ACCEPTING AND APPROPRIATING A LAND AND WATER CONSERVATION FUND GRANT FROM THE STATE OF ALASKA DIVISION OF PARKS AND OUTDOOR RECREATION IN THE AMOUNT OF \$75,000 AND APPROPRIATING THE REQUIRED LOCAL MATCH IN THE AMOUNT OF \$75,000 FOR IMPROVEMENTS TO KAREN HORNADAY PARK AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City of Homer submitted an application for a Land and Water Conservation Fund Grant for improvements to Karen Hornaday Park; and

WHEREAS, The grant was awarded in the amount of \$75,000 and a local match of \$75,000 is required.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. That the City Council hereby accepts and appropriates a Land and Water Conservation Fund Grant for improvements to Karen Hornaday Park as follows and hereby authorizes the City Manager to execute the appropriate documents:

Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
151-0776	Land and Water Conservation Fund Grant	\$75,000

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
151-0776	Land and Water Conservation Fund Grant	\$75,000

79 Reviewed and approved as to form:

80

81 _____

82 Walt Wrede, City Manager

83

84 Date: _____

85

Thomas F. Klinkner, City Attorney

Date: _____

86 Fiscal Note: Fiscal information included in body of Ordinance.

ORDINANCE REFERENCE SHEET
2013 ORDINANCE
ORDINANCE 13-40

An Ordinance of the Homer City Council, Amending HCC 7.04.010, State Statutes Adopted by Reference, HCC 7.04.020, Copies of State Traffic Code on File, HCC 7.04.030, Violation—Penalty, HCC 7.08.010, Compliance with State Law, HCC 7.08.045, Handicapped Parking, HCC 7.08.058, Removal of Impoundment Notice, and HCC 10.04.110, Violation—Penalty; and Repealing HCC 7.04.023, State Schedule of Minor Traffic Offenses and Bail Forfeiture—Adopted, HCC 7.04.025, State Schedule of Minor Traffic Offenses and Bail Forfeiture--Conflict with General Penalty, HCC 7.06.100, Penalty and Fine Schedule, HCC 7.08.060, Violation—Penalty, HCC 7.20.010, Compliance with State Law, HCC 7.20.080, Violation—Penalty, HCC Chapter 24, Traffic Violation Mandatory Sentences, and HCC 7.28.060, Violation; Penalty; to Establish a Consolidated Traffic Fine Schedule.

Sponsor: City Clerk

1. City Council Regular Meeting October 14, 2013 Introduction

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

ORDINANCE 13-40

AN ORDINANCE OF THE HOMER CITY COUNCIL, AMENDING HCC 7.04.010, STATE STATUTES ADOPTED BY REFERENCE, HCC 7.04.020, COPIES OF STATE TRAFFIC CODE ON FILE, HCC 7.04.030, VIOLATION—PENALTY, HCC 7.08.010, COMPLIANCE WITH STATE LAW, HCC 7.08.045, HANDICAPPED PARKING, HCC 7.08.058, REMOVAL OF IMPOUNDMENT NOTICE, HCC 7.08.060, VIOLATION—PENALTY, HCC 7.28.060, VIOLATION; PENALTY, AND HCC 10.04.110, VIOLATION—PENALTY; AND REPEALING HCC 7.04.023, STATE SCHEDULE OF MINOR TRAFFIC OFFENSES AND BAIL FORFEITURE—ADOPTED, HCC 7.04.025, STATE SCHEDULE OF MINOR TRAFFIC OFFENSES AND BAIL FORFEITURE—CONFLICT WITH GENERAL PENALTY, HCC 7.06.100, PENALTY AND FINE SCHEDULE, HCC 7.20.010, COMPLIANCE WITH STATE LAW, HCC 7.20.080, VIOLATION—PENALTY, AND HCC CHAPTER 24, TRAFFIC VIOLATION MANDATORY SENTENCES; TO REVISE AND UPDATE CITY VEHICLE AND TRAFFIC REGULATIONS AND ESTABLISH A CONSOLIDATED TRAFFIC FINE SCHEDULE.

THE CITY OF HOMER HEREBY ORDAINS:

Section 1. HCC 7.04.010, State statutes adopted by reference, is amended to read as follows:

7.04.010 State statutes adopted by reference. Pursuant to AS 28.01.010, the city adopts by reference the following state statutes and regulations:

13 AAC 02.005 through 13 AAC 02.560, inclusive (motor vehicle and driving offenses: rules of the road);

13 AAC 04.001 through 13 AAC 04.420, inclusive (motor vehicle and driving offenses: vehicle equipment and inspection);

13 AAC 40.010 (definitions);

AS 28.05.095 (use of seat belts and child safety devices required);

AS 28.10.451 (failure to register vehicle);

AS 28.10.461 (driving vehicle without evidence of registration);

AS 28.10.471 (driving vehicle when registration suspended, revoked or permit expired);

AS 28.11 (abandoned vehicles);

AS 28.15.131 (license to be carried and exhibited on demand);

- 43 AS 28.22.019 (proof of insurance to be carried and exhibited on demand);
- 44 AS 28.35.235 (unauthorized use of parking reserved for persons with disabilities);
- 45 AS 28.39.010 (snowmobile registration);
- 46 AS 28.39.040 (display of snowmobile registration);
- 47 AS 28.90.990 (definitions).

48 ~~All laws of the State of Alaska and any rule or regulation adopted by any duly authorized~~
 49 ~~agency of the State of Alaska pertaining to motor vehicles, their licensing, safety measures,~~
 50 ~~rules of the road, and any and all other rules and regulations pertaining to motor vehicles are~~
 51 ~~incorporated into this chapter and made a part of this chapter by reference and the violation~~
 52 ~~of any such law, rule or regulation shall constitute an offense under this Code.~~

53
 54 Section 2. HCC 7.04.020, Copies of State Traffic Code on file, is amended to read as
 55 follows:

56
 57 7.04.020 Copies of title State Traffic Code on file. A copy of this title, including all state
 58 statutes and regulations incorporated herein, Title 13 AAC, the State Traffic Code, shall be
 59 incorporated in a manual placed in City Hall and be available for inspection by the general
 60 public at city hall during business hours, and copies shall be available for purchase by the
 61 public at cost for perusal by interested persons.

62
 63 Section 3. HCC 7.04.023, State schedule of minor traffic offenses and bail forfeiture—
 64 Adopted, and HCC 7.04.025, State schedule of minor traffic offenses and bail forfeiture--
 65 Conflict with general penalty, are repealed.

66
 67 Section 4. HCC 7.04.030, Violation—Penalty, is amended to read as follows:

68
 69 7.04.030 Traffic fine schedules Violation—Penalty. a. For violations of statutes and
 70 regulations listed in HCC 7.04.010, the city adopts as its traffic fine schedule the schedule of
 71 minor traffic offenses and bail forfeiture amounts contained in Rule 43.1 of the Alaska Rules
 72 of Administration.

73 b. For violations of provisions of this title other than statutes and regulations listed in
 74 HCC 7.04.010, the city adopts the following traffic fine schedule:

75

<u>Code Section</u>	<u>Code Section Title</u>	<u>Fine per Day</u>
<u>7.06.010(b)</u>	<u>Muffler not working properly</u>	<u>Corr/\$500</u>
<u>7.06.010(c)</u>	<u>Muffler modified/excessive noise</u>	<u>Corr/\$500</u>
<u>7.06.010(d)</u>	<u>Muffler removed or inoperative</u>	<u>Corr/\$500</u>
<u>7.06.010(e)(1)</u> <u>or (e)(2)</u>	<u>Noise exceeds limits</u>	<u>first violation \$100;</u> <u>second violation within</u> <u>6 months of first</u> <u>conviction \$200;</u> <u>third violation within 6</u>

		<u>months of any prior conviction \$300</u>
<u>7.06.010(e)(3)</u>	<u>Sale of vehicle exceeding noise limits</u>	<u>first violation \$100;</u> <u>second violation within 6 months of first conviction \$200;</u> <u>third violation within 6 months of any prior conviction \$300</u>
<u>7.06.020</u>	<u>Jake brake use prohibited</u>	<u>First violation \$100</u> <u>Second violation within 6 months of first conviction \$200 plus proof of satisfactory Homer PD commercial vehicle inspection</u> <u>Third violation within 6 months of any prior conviction \$300 plus proof of satisfactory Homer PD commercial vehicle inspection</u>
<u>7.08.020</u>	<u>Stopping or parking—Where prohibited</u>	<u>\$25.00</u>
<u>7.08.021</u>	<u>Starting parked vehicles</u>	<u>\$100.00</u>
<u>7.08.030</u>	<u>Stopping or parking—Size limitation</u>	<u>\$25.00</u>
<u>7.08.040</u>	<u>Stopping or parking—Time limitation</u>	<u>\$25.00</u>
<u>7.08.045</u>	<u>Unauthorized use of parking reserved for persons with disabilities</u>	<u>first violation \$125;</u> <u>second violation \$250</u>
<u>7.08.045</u>	<u>Unauthorized use of parking reserved for persons with disabilities while displaying special license plate or permit</u>	<u>first violation \$250;</u> <u>second violation \$500</u>
<u>7.08.058</u>	<u>Removal of impoundment notice or impounded vehicle prohibited</u>	<u>\$300.00</u>
<u>7.20.030</u>	<u>Use of snowmachines</u>	<u>\$300.00</u>
<u>7.20.040</u>	<u>Time restriction</u>	<u>\$300.00</u>
<u>7.20.050</u>	<u>Driver's license requirement</u>	<u>\$300.00</u>
<u>7.20.055</u>	<u>Operation in designated areas</u>	<u>\$300.00</u>
<u>7.20.060</u>	<u>Towing</u>	<u>\$300.00</u>
<u>7.28.020</u>	<u>Motor vehicle parking</u>	<u>\$30.00</u>
<u>7.28.030</u>	<u>Short-term parking area</u>	<u>\$30.00</u>

[Added language underlined. Deleted language stricken through.]

<u>7.28.040</u>	<u>Limited long-term parking area</u>	<u>\$30.00</u>
<u>7.28.050</u>	<u>Reserved parking</u>	<u>\$30.00</u>
<u>10.04.100(b)</u>	<u>Restricted parking in harbor</u>	<u>\$25.00</u>

76

77 A citation for an offense listed as "Corr" must be dismissed (or voided) if proof of correction is
78 presented to a Homer police department vehicle inspector within 30 days. If the required
79 repair is not made and shown to a vehicle inspector within the specified time, the offense
80 may be disposed of without court appearance as provided in (c) of this section.

81 c. A person cited for an offense for which a fine is established in subsection (a) or (b) of
82 this section may mail or personally deliver to the Finance Director the amount of the fine
83 indicated on the citation for the offense plus any surcharge required to be imposed by AS
84 12.55.039 and AS 29.25.074, together with a copy of the citation signed by the person
85 indicating the person's waiver of court appearance, entry of plea of no contest, and forfeiture
86 of the fine. A citation for a scheduled offense may be mailed or personally delivered within
87 fifteen (15) days after the date of the citation. The payment of a fine under this subsection
88 shall be treated as a judgment of conviction. The fine paid is complete satisfaction for the
89 offense. If a person cited for an offense for which a fine amount is established in subsection
90 (a) or (b) of this section appears in court to contest the citation and is found guilty, the
91 maximum sentence which may be imposed is the scheduled fine amount plus any surcharge
92 required to be imposed by AS 12.55.039 and AS 29.25.074.

93 ~~The violation of any provision contained in this chapter shall be punished under~~
94 ~~Section 1.16.010.~~

95

96 Section 5. HCC 7.06.100, Penalty and fine schedule, is repealed.

97

98 Section 6. HCC 7.08.045, Handicapped parking, is amended to read as follows:

99

100 7.08.045 Unauthorized use of parking reserved for persons with disabilities
101 Handicapped parking. a. A person may not park ~~or cause to be parked~~ a motor vehicle in a
102 parking space reserved for a person with a disability ~~disabled or medically handicapped~~
103 ~~persons~~, whether such parking space is on public or private property, unless:

104 1. the person operating the vehicle has a special permit issued by the State of
105 Alaska under AS 28.10.495;

106 2. the person operating the vehicle has parked the vehicle for the purpose of
107 transporting a person who as a special permit issued by the State of Alaska under AS
108 28.10.495 and the person who has the special permit actually exits or enters the
109 vehicle;

110 3. the motor vehicle displays a special license plate issued to a person with a
111 disability ~~disabled or handicapped persons~~ under AS 28.10.181(d) and is operated by
112 or used for the purpose of transporting a person with a disability; or

113 4. the motor vehicle displays a special license plate or permit issued to
114 persons with disabilities ~~disabled or handicapped persons~~ by another state, province,

115 territory, or country and is operated by or used for the purpose of transporting a
116 person with a disability.

117 b. Any police officer or parking enforcement officer may enforce this section within
118 any public or private parking area by issuing a citation ~~pursuant to subsection (d) of this~~
119 ~~section~~, or within any public parking area by causing the vehicle parked in violation of this
120 section to be immediately removed as provided by HCC 7.08.050. Only a person who owns or
121 controls a private parking area containing a parking space reserved for a person with a
122 disability reserved handicapped-only parking space may cause the vehicle parked in
123 violation of this section to be removed ~~and towed~~ as provided in HCC 7.08.050.

124 c. For purposes of this section, a "parking space reserved for a person with a disability
125 ~~handicapped parking only~~" is a parking space conspicuously signed as being reserved for
126 ~~restricted to vehicles displaying a special permit or special license plate described in (a) of~~
127 this section handicapped parking permits, provided that such signs shall, as far as
128 practicable, conform to the current edition of the Alaska ~~Traffic Manual on Uniform Traffic~~
129 Control Devices prepared by the Alaska Department of Transportation and Public Facilities.
130 ~~Notice of the specific penalty for violating this section shall be posted on the face of all signs~~
131 ~~erected within the City.~~

132 d. ~~The penalty for violating this section shall be one hundred dollars for each citation~~
133 ~~issued.~~

134 e. ~~The officer responding to an apparent violation may excuse a violation of~~
135 ~~subsection a. of this section if the officer finds that the person who parked, or caused to be~~
136 ~~parked, in a reserved handicapped parking spot is actually or recently handicapped or is a~~
137 ~~handicapped visitor of outside the City.~~

138
139 Section 7. HCC 7.08.058, Removal of Impoundment Notice of Impounded Vehicle
140 Prohibited, is amended to read as follows:

141
142 7.08.058 Removal of Impoundment Notice or of Impounded Vehicle Prohibited. a.
143 Unless authorized by a police officer or peace officer with authority to enforce parking laws
144 and regulations, it is unlawful for any person to remove an impoundment order from a
145 vehicle upon which it has been posted.

146 b. Unless authorized by a police officer or peace officer with authority to enforce
147 parking laws and regulations, it is unlawful for any person to move a vehicle after it has been
148 posted with an impoundment order.

149 c. ~~A violation of this section shall be punished pursuant to section 1.16.010 of this~~
150 ~~code.~~

151
152 Section 8. HCC 7.08.060, Violation—penalty, is amended to read as follows:

153
154 7.08.060 Citation Violation—penalty. A police officer may issue a citation for a vehicle
155 parked, stopped or standing in violation of this chapter, and deliver it to the operator of the
156 vehicle or affix it to the vehicle if the vehicle is unattended at the time of issuance. Unless

157 ~~another penalty is expressly provided, the penalty for violating provisions of this chapter are~~
158 ~~the same as those listed in the State of Alaska Traffic Bail Forfeiture Schedule pursuant to~~
159 ~~Rule 43.1 of the Administrative Rules of the Alaska Rules of Court for violation of 13 AAC~~
160 ~~02.340 through 13.AAC 02.337.~~

161
162 Section 9. HCC 7.20.010, Compliance with state law, is repealed.

163
164 Section 10. HCC 7.20.080, Violation—penalty, is repealed.

165
166 Section 11. HCC Chapter 24, Traffic Violation Mandatory Sentences, is repealed.

167
168 Section 12. HCC 7.28.060, Violation; Penalty, is amended to read as follows:

169
170 7.28.060 Citation Violation; Penalty. A police officer may issue a citation for a vehicle
171 parked, stopped or standing in violation of this chapter, and deliver it to the operator of the
172 vehicle or affix it to the vehicle if the vehicle is unattended at the time of issuance. Any
173 violation of this chapter is unlawful and shall be punished under city code 1.16.010.

174
175 Section 13. HCC 10.04.110, Violation—Penalty is amended to read as follows:

176
177 10.04.110 Violation—Penalty. ~~a.~~ Except as provided in HCC 7.04.030 ~~(b)~~ of this section,
178 any violation of the provisions contained in this title or regulations adopted pursuant to this
179 title shall be unlawful and punishable as provided in Section 1.16.010 of this Code.

180 ~~b.~~ A violation of HCC 10.04.100(b) is amenable to disposition without court
181 appearance upon payment of a fine in the amount of \$25.00. The person cited for the
182 violation may mail or personally deliver to the City Finance Department the amount of the
183 fine plus any surcharge required to be imposed by AS 29.25.074, together with a copy of the
184 citation signed by the person indicating the person's waiver of court appearance, entry of
185 plea of no contest, and forfeiture of the fine. The payment of a fine under this subsection shall
186 be treated as a judgment of conviction. The fine paid is complete satisfaction for the offense.
187 If a person cited for a violation of HCC 10.04.100(b) appears in court to contest the citation
188 and is found guilty, the maximum sentence which may be imposed is the scheduled fine
189 amount plus any surcharge required to be imposed by AS 29.25.074.

190
191 Section 14. This Ordinance is of a permanent and general character and shall be
192 included in the City Code.

193
194 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this _____ day of
195 _____ 2013.

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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt Wrede, City Manager

City Attorney

Date: _____

Date: _____

ORDINANCE REFERENCE SHEET
2013 ORDINANCE
ORDINANCE 13-41

An Ordinance of the City Council of Homer, Alaska, Appropriating a U.S. Fish & Wildlife Learning Landscape Grant with 50% In-Kind Matching Requirement, Up to \$25,000, for the Purpose of Completing Landscaping Improvements at Karen Hornaday Park Playground.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting October 14, 2013 Introduction
 - a. Memorandum 13-142 from Public Works Director as backup
 - b. Resolution 12-048
 - c. Project Number & Budget Form

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 13-41

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, APPROPRIATING A U.S. FISH & WILDLIFE LEARNING LANDSCAPE GRANT WITH 50% IN-KIND MATCHING REQUIREMENT, UP TO \$25,000, FOR THE PURPOSE OF COMPLETING LANDSCAPING IMPROVEMENTS AT KAREN HORNADAY PARK PLAYGROUND.

WHEREAS, The City has been awarded a Learning Landscape Grant from the U.S. Fish and Wildlife in the amount of \$25,000; and

WHEREAS, The City Council has approved the acceptance of this grant in Resolution 12-048; and

WHEREAS, It is in the City's best interest to appropriate the grant.

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

Section 1. The Homer City Council hereby appropriates a Learning Landscape Grant from the U.S. Fish and Wildlife in the amount of \$25,000 for completing landscaping improvements at the Karen Hornaday Park playground:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
151-776	Karen Hornaday Park Learning Landscape Grant	\$25,000

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this ____ day of _____ 2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

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ATTEST:

JO JOHNSON, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt Wrede, City Manager

Date: _____

City Attorney

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Public Works Director

RESOLUTION 12-048

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A U.S. FISH & WILDLIFE LEARNING LANDSCAPE GRANT WITH 50% IN-KIND MATCHING REQUIREMENT UP TO \$25,000 FOR THE PURPOSE OF COMPLETING LANDSCAPING IMPROVEMENTS AT KAREN HORNADAY PARK PLAYGROUND.

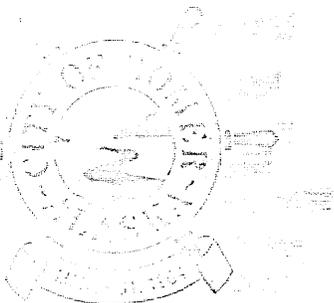
WHEREAS, The Parks and Recreation Advisory Commission has identified landscaping as a priority in implementing the Karen Hornaday Park master plan; and

WHEREAS, The City has been offered a "Learning Landscape" grant in the amount up to \$25,000 through U.S. Fish & Wildlife; and

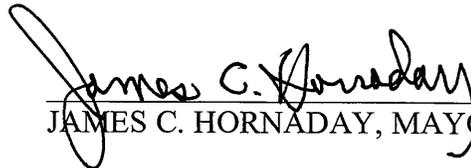
WHEREAS, Center for Alaskan Coastal Studies (CACs), Homer Soil and Water Conservation District, the Homer Playground Project (HoPP), and other organizations have expressed interest in providing in-kind labor/material contributions for the matching portion of the grant as outlined in Memorandum 12-085.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, authorizes the City Manager to make a formal U.S. Fish & Wildlife "Learning Landscape" grant application and execute a grant agreement for the completion landscaping at Karen Hornaday Park Playground in the amount of up to \$25,000, 50% of which will be matched with labor/material in-kind contributions from participating organizations and individuals.

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: N/A



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 13-142

TO: Walt Wrede, City Manager
FROM: Carey Meyer, Public Works Director
DATE: Monday, October 7, 2013
SUBJECT: **Karen Hornaday Park – U.S. Fish & Wildlife Learning Landscape Grant Recommendation to Appropriate Funds**

The Parks and Recreation Advisory Commission has identified landscaping as a priority in implementing the Karen Hornaday Park master plan. The Public Works pursued a cooperative agreement with the U.S. Fish & Wildlife Service for 50% match grant funding up to \$25,000 for the installation of landscaping at the Karen Hornaday Park playground. The grant has been accepted by the City (per Resolution 12-048).

The City is working with the Center for Alaskan Coastal Studies (CACs) and the Homer Playground Project (HoPP) to plan and implement *Learning Landscape* improvements at Karen Hornaday Park, and obtain in-kind matching funds and donations. Landscape work associated with the day use area such as soil tillage, grading, drainage, top soil, seeding, pathways, benches and work being completed at the new playground will qualify for in-kind match funds.

The landscaping project will have a focus on local native plants with such themes as 'Pollinators,' 'Edible Plants,' 'Economic Benefits of Plants,' 'Exotic Beauty of Native and Non-native Plants,' 'Plants of the Beach Dunes,' 'Wetland Habitat Plants' and other themes to be developed.

Other Partners: The following partners have offered assistance:

- Alaska Plant Materials Center
- Cooperative Extension Service Habitat Specialist
- Homer Soil and Water Conservation District
- State of Alaska Div. of Forestry and Plant Nursery
- Homer Area Nurseries
- Gee Denton, Homer Landscape Designer
- Homer Lions Club
- Individuals – Plant Specialists

Recommendation: The City Council pass an ordinance appropriating a Learning Landscape Grant from the U.S. Fish and Wildlife in the amount of \$25,000; 50% of which will be matched with labor/material in-kind contributions from participating organizations and individuals.

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Clerk/
4 Election Recount Board

5 **RESOLUTION 13-097**

6
7 A RESOLUTION OF THE CITY COUNCIL CERTIFYING THE RESULTS
8 OF THE CITY OF HOMER REGULAR CITY ELECTION HELD
9 OCTOBER 1, 2013 TO DECIDE BALLOT REFERENDUM #1 “SHALL
10 HOMER CITY CODE CHAPTER 5.42 PROHIBITING SELLERS FROM
11 PROVIDING CUSTOMERS WITH DISPOSABLE PLASTIC SHOPPING
12 BAGS BE REPEALED” AND TO ELECT TWO COUNCIL MEMBERS.
13

14 WHEREAS, In compliance with the Homer City Code 4.35, the Canvass Board of the City
15 of Homer has opened, counted and tallied the votes on absentee ballots, including special
16 needs ballots, found to be valid and made determination on questioned ballots, and has
17 opened, counted and tallied those questioned ballots found to be valid, cast in the Regular
18 City Election held on October 1, 2013; and
19

20 WHEREAS, The total number of voters voting in the City Election was 1,232 and reflects
21 the number of voters, not the number of votes cast or ballots counted; and
22

23 WHEREAS, In accordance with Homer City Code 4.35, the Canvass Board of the City of
24 Homer has opened and inspected the precinct reports, Election Central Logs and entered the
25 results of the absent and questioned ballots on the Certification of Election along with the
26 results of the precinct counts; and
27

28 WHEREAS, The results of the Regular City Election held October 1, 2013, attached as
29 Exhibit A, is presented in the Canvass Board’s Certificate of Election in accordance with the
30 Homer City Code; and
31

32 WHEREAS, An application for recount was filed by defeated candidate Justin T. Arnold
33 on October 4, 2013 and the recount was conducted by the Election Recount Board on October
34 8, 2013 with the result of one less vote for Bryan Zak and one less no vote on Referendum #1,
35 attached as Exhibit B.
36

37 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby certifies the results of
38 the Regular City Election held October 1, 2013, as presented in the Election Recount Board’s
39 Certificate of Election, attached as Exhibit B, in accordance with the Homer City Code.
40

41 BE IT FURTHER RESOLVED that the following candidates are declared elected to Office
42 of Councilmember, having received at least 40% of the votes cast for a three-year term of
43 office:

44 COUNCILMEMBERS (TWO THREE-YEAR TERMS)

45
46 GUS VAN DYKE
47 BRYAN ZAK
48

49 BE IT FURTHER RESOLVED that the Canvass Board's Certificate of Election (Exhibit A)
50 and the Election Recount Board's Certificate of Election Recount (Exhibit B) be attached
51 permanently as part of this Resolution.

52
53 PASSED AND ADOPTED by the Homer City Council this 14th day of October,
54 2013.

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59 CITY OF HOMER

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62 _____
63 MARY E. WYTHE, MAYOR

64 ATTEST:

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67 _____
68 JO JOHNSON, MMC, CITY CLERK
69

70
71 Fiscal Note: N/A

EXHIBIT A

CERTIFICATION OF ELECTION

City of Homer Regular Election October 1, 2013

We, the Election Canvass Board, duly appointed, of the City of Homer, Alaska hereby certify that the validated absentee and validated questioned ballots were opened, counted, and recorded at a legally authorized and convened meeting of the City of Homer Canvass Board, held October 4, 2013 and that the results of that count are hereon entered with the certified results of the votes counted for the precinct polling places via Accu-Vote Ballot Tabulation System and that the total results are recorded hereon.

	30-350 Homer #1	30-360 Homer #2	Absentee/ Questioned/ Special Needs	Total Regular Votes Cast	% of Votes
CITY COUNCIL					
<i>3 Year Term</i>					
Arno, Corbin	253	208	75	536	51%
Van Dyke, Gus	299	245	107	651	63%
Zak, Bryan	268	189	90	547	53%
Arnold, Justin T.	136	107	49	292	28%
Write Ins	34	18	4	56	5%
TOTAL VOTES CAST				2082	
REFERENDUM#1					
Yes	304	250	107	661	56%
No	263	175	81	519	44%
TOTAL VOTES CAST				1180	
Registered Voters				4337	

We further certify that there were 1044 Regular voters and 168 Absentee voters, 4 Special Needs Voters, and 16 Questioned voters for a total of 1232 voters that voted in this election. Percentage of voter turnout is 28%. Total registered voters for the City of Homer are 4337 as of September 9, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of October, 2013.

Canvass Board: Margaret Lau
Margaret Lau

Maryann Lyda
Maryann Lyda

Staff: Renee Krause
Renee Krause, CMC, Deputy City Clerk

Attest: Melissa Jacobsen
Melissa Jacobsen, CMC, Deputy City Clerk

EXHIBIT B

CERTIFICATION OF ELECTION RECOUNT

City of Homer Regular Election October 1, 2013

We, the Election Recount Board, duly appointed, of the City of Homer, Alaska hereby certify that the validated absentee and validated questioned ballots were opened, recounted, and recorded at a legally authorized and convened meeting of the City of Homer Recount Board, held October 8, 2013 and that the results of that count are hereon entered with the certified results of the votes counted for the precinct polling places via Accu-Vote Ballot Tabulation System and that the total results are recorded hereon.

	30-350 Homer #1	30-360 Homer #2	Absentee/ Questioned/ Special Needs	Total Regular Votes Cast	% of Votes
CITY COUNCIL					
<i>3 Year Term</i>					
Arno, Corbin	253	208	75	536	51%
Van Dyke, Gus	299	245	107	651	63%
Zak, Bryan	267	189	90	546	53%
Arnold, Justin T.	136	107	49	292	28%
Write Ins	34	18	4	56	5%
TOTAL VOTES CAST				2081	
REFERENDUM#1					
Yes	304	250	107	661	56%
No	263	175	81-80 JF	518	44%
TOTAL VOTES CAST				1179	
Registered Voters				4337	

We further certify that there were 1044 Regular voters and 168 Absentee voters, 4 Special Needs Voters, and 16 Questioned voters for a total of 1232 voters that voted in this election. Percentage of voter turnout is 28%. Total registered voters for the City of Homer are 4337 as of September 9, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of October, 2013.

Canvass Board: Pauline Benson
 Pauline Benson
Charlene Jump
 Charlene Jump

Attest: Jo Johnson
 Jo Johnson, MMC, City Clerk

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 Mayor/Roberts/Burgess

4 **RESOLUTION 13-098**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 EXPRESSING SUPPORT FOR THE PRATT MUSEUM'S GRANT
8 REQUEST IN THE AMOUNT OF \$2.55 MILLION FOR ITS NEW
9 FACILITY.

10
11 WHEREAS, The Pratt Museum is a national award-winning museum that serves more
12 than 30,000 visitors and engages more than 4,000 education program participants annually;
13 and

14
15 WHEREAS, The Pratt is consistently recognized as one of Alaska's leading cultural
16 institutions and a model among community museums across the nation; and

17
18 WHEREAS, The Pratt is the recipient of the Governor's Award for the Humanities and
19 the National Award for Museum Service, the country's highest honor for museums; and

20
21 WHEREAS, The Pratt is a regional economic engine, generating about \$1 million in
22 annual economic activity and drawing visitors to our community from across the state,
23 nation, and world; and

24
25 WHEREAS, The Pratt is embarking on a construction project to better serve its visitors
26 and the community long into the future by providing new exhibits; full handicap accessibility;
27 expanded research capacity to serve students and scholars; and improved ability to expand
28 and preserve the largest collections in the sciences, arts, and humanities on the Kenai
29 Peninsula; and

30
31 WHEREAS, The Pratt was awarded a Challenge Grant of \$750,000 from the National
32 Endowment for the Humanities, which must be matched three to one with non-federal
33 dollars to leverage these funds; and

34
35 WHEREAS, A capital grant of \$2.55 million from the State of Alaska will provide
36 necessary funding for the Design Phase of the Pratt Museum's \$9.5 million new facility and
37 site redesign project, enabling the Museum to maintain project momentum at this crucial
38 stage; and

39
40 WHEREAS, The Pratt Museum's construction project is the City's No. 1 priority for
41 nonprofit funding, is included in the City of Homer Capital Improvement Program; and the
42 City supports the Pratt Museum with operational and capital project funding.

**CITY OF HOMER
HOMER, ALASKA**

Burgess

RESOLUTION 13-099

A RESOLUTION OF THE HOMER CITY COUNCIL ENCOURAGING GOVERNOR PARNELL AND THE ALASKA STATE LEGISLATURE TO INVEST IN TRANSPORTATION INFRASTRUCTURE.

WHEREAS, A strong transportation network is vital to Alaska’s economy; and

WHEREAS, Communities across the State of Alaska have outstanding land, air and water transportation needs; and

WHEREAS, Due to changes in MAP-21, funding for non-National Highway System (NHS) roads has been significantly reduced; and

WHEREAS, The City of Homer is concerned that insufficient resources are being dedicated to the repair, replacement and upgrade of transportation modes; and

WHEREAS, Examples of transportation needs in and around the community of Homer include:

- Expansion of the Deep Water Dock to facilitate containerized freight, cruise ship traffic, and resource development industry support
- Homer Harbor maintenance and expansion projects to stimulate the local economy
- East to West Transportation Corridor through the core of Homer to improve the flow of traffic and open new land to development
- Rehabilitation of Lake Street and Pioneer Avenue to maintain the main traffic routes in Homer
- Sterling Highway Realignment MP 150-157 to protect the only road out of Homer from impending erosion
- Sterling Highway Reconstruction Anchor Point to Baycrest Hill to address safety issues on this heavily trafficked highway
- Maintenance and support of the Alaska Marine Highway System, including vessel replacement, to ensure coastal communities link to vital goods and services;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Homer, Alaska, that the City of Homer encourages the following efforts by Governor Parnell and the Alaska State Legislature to invest in transportation:

- Increased funding for the Alaska Department of Transportation and Public Facilities
- Funding for individual transportation projects in the FY2015 Capital Budget
- Continued funding for the Harbor Facility Grant Program

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 Mayor/City Council

4 **RESOLUTION 13-100**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 REQUESTING THE GOVERNOR TO INCLUDE IN HIS FY2015
8 CAPTIAL BUDGET A DEPOSIT OF \$100 MILLION INTO THE VESSEL
9 REPLACEMENT FUND FOR THE PURPOSE OF CONSTRUCTING A
10 NEW OCEAN-GOING VESSEL TO REPLACE THE M/V TUSTUMENA.

11
12 WHEREAS, The M/V Tustumena was built in 1963, is approaching its 50th year of
13 service, and has had a hard life servicing the Homer, Kodiak, and Aleutian communities for
14 the past several decades; and

15
16 WHEREAS, The M/V Tustumena provides year-round service to Homer, Seldovia, and
17 the Kodiak area, and travels to the Aleutian Chain ten times each year, providing a critical
18 transportation and and tourism like that affectes the economies of each community served
19 by this vessel ; and

20
21 WHEREAS, The rough and exposed waters of the Aleutians can accelerate the
22 deterioration of any vessel servicing the region; and

23
24 WHEREAS, Recent vessel ageing problems and repair delays are well documented and
25 have created significant, recurring service disruptions and outages in the region ; and

26
27 WHEREAS, The M/V Tustumena is at the top of th equeue in the AMHS Vessel
28 Replacement Fund, and the legislature appropriated \$10 million from this fund in 2013 for
29 the design of a new ocean-going vessel to replace the M/V Tustumena; and

30
31 WHEREAS, The Alaska Department of Transportation and Public Facilities has begun
32 the design process and estimates that it will take 18 months to complete; and

33
34 WHEREAS, The department estimates construction of the new vessel could cost as
35 much at \$210 million; and

36
37 WHEREAS, Since it will take another two to three years to construct a new vessel and
38 ready it for service, it is imperative to develop and implement a strategy to ensure
39 construction funding is in place by 2015 to allow an immediate start of vessel construction.

40
41 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby requests that
42 Governor Parnell include in his FY2015 captial budget a deposit of \$100 million into the Vessel

43 Replacement Fund for the purpose of constructing a new ocean-going vessel to replace the
44 M/V Tustumena; and
45

46 BE IT FURTHER RESOLVED that the Homer City Council requests Governor Parnell plan
47 to include in his FY 2016 captial budget and other deposit in the Vessel Replacement Fund to
48 provide the remaining amount of funding needed to construct a new ocean-going vessel to
49 replace the M/V Tustumena.
50

51 PASSED AND ADOPTED by the Homer City Council this 14th day of October, 2013.
52

53 CITY OF HOMER
54

55
56 _____
57 MARY E. WYTHE, MAYOR
58

59 ATTEST:
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61 _____
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63 JO JOHNSON, MMC, CITY CLERK
64

65 Fiscal Note: N/A
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Introduced by: Manager Cassidy
Requested by: Borough Assembly
 Assembly
Drafted by: Special Projects Support
 Christiansen
Introduced on: 09/19/2013
Adopted on: 09/19/2013

**KODIAK ISLAND BOROUGH
RESOLUTION NO. FY2014-13**

**A RESOLUTION OF THE KODIAK ISLAND BOROUGH
ASSEMBLY REQUESTING THE GOVERNOR TO INCLUDE IN
HIS FY2015 CAPITAL BUDGET A DEPOSIT OF \$100 MILLION
INTO THE VESSEL REPLACEMENT FUND FOR THE PURPOSE
OF CONSTRUCTING A NEW OCEAN-GOING VESSEL TO
REPLACE THE M/V TUSTUMENA**

WHEREAS, the M/V Tustumena was built in 1964, is approaching its 50th year of service, and has had a hard life servicing the Kodiak and Aleutian communities for the past several decades; and

WHEREAS, the M/V Tustumena provides year-round service to the Kodiak area, and journeys out the Aleutian chain ten times each year, providing a critical transportation and tourism link that affects the economies of each community served by this vessel; and

WHEREAS, the rough and exposed waters of the Aleutians can accelerate the deterioration of any vessel servicing the region; and

WHEREAS, recent vessel aging problems and repair delays are well documented and have created significant, recurring service disruptions and outages in the region; and

WHEREAS, the M/V Tustumena is at the top of the queue in the AMHS Vessel Replacement Fund, and the legislature appropriated \$10 million from this fund in 2013 for the design of a new ocean-going vessel to replace the M/V Tustumena; and

WHEREAS, the Alaska Department of Transportation and Public Facilities has begun the design process and estimates that it will take 18 months to complete; and

WHEREAS, the department estimates construction of the new vessel could cost as much as \$210 million; and

WHEREAS, since it will take another two to three years to construct the new vessel and ready it for service, it is imperative to develop and implement a strategy to ensure construction funding is in place by 2015 to allow an immediate start of vessel construction.

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NOW, THEREFORE BE IT RESOLVED, BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH, that the Kodiak Island Borough hereby requests that Governor Parnell include in his FY2015 capital budget a deposit of \$100 million into the Vessel Replacement Fund for the purpose of constructing a new ocean-going vessel to replace the M/V Tustumena; and

BE IT FURTHER RESOLVED that the Kodiak Island Borough requests Governor Parnell plan to include in his FY2016 capital budget another deposit into the Vessel Replacement Fund to provide the remaining amount of funding needed to construct a new ocean going-vessel to replace the M/V Tustumena.

**ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH
THIS NINETEENTH DAY OF SEPTEMBER, 2013**

KODIAK ISLAND BOROUGH



Jerome M. Selby, Borough Mayor

ATTEST:



Nova M. Javier, MMC, Borough Clerk

**CITY OF HOMER
HOMER, ALASKA**

Zak

RESOLUTION 13-101

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
SUPPORTING THE CENTER FOR ALASKAN COASTAL STUDIES
RECREATIONAL TRAIL PROGRAM GRANT APPLICATION
ADMINISTERED BY THE ALASKA DEPARTMENT OF NATURAL
RESOURCES, DIVISION OF PARKS AND OUTDOOR RECREATION.

WHEREAS, The CACS mission is to foster responsible interaction with our natural surroundings and to generate knowledge of the unique marine and coastal ecosystems of Kachemak Bay through science-based environmental education and stewardship; and

WHEREAS, The Center for Alaskan Coastal Studies (CACS) has been a valuable part of the greater Homer community since 1982, and offers many opportunities for people of all ages to connect with the outdoors through guided walks, tours, educational programs, overnights, school programs and more; and

WHEREAS, Both the Wynn Nature Center and the Petersen Bay Field Station contain miles of interpretive nature trails. CACS delivers educational programs and guided tours to over 12,000 students and visitors every year; and

WHEREAS, The CACS intends to re-route a portion of a trail at their Petersen Bay Field Station, which has seen serious degradation due to water issues; and

WHEREAS, The CACS intends to reconstruct a portion of a trail at the Wynn Nature Center, removing barriers, adding boardwalk, and improving the tread; and

WHEREAS, These improvements will enhance the value of these trail systems, be designed for maximum sustainability, and will allow greater access to and appreciation of the natural environment in Kachemak Bay; and

WHEREAS, Local trail networks that attract visitors to our community, and the educational programs offered by CACS, are beneficial to the citizens of Homer.

NOW, THERFORE, BE IT RESOLVED that the City of Homer fully supports their project goals and supports their efforts in fundraising through the Recreational Trails Program.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 14th day of October, 2013.

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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal note: NA

**CITY OF HOMER
HOMER, ALASKA**

Zak

RESOLUTION 13-102

A RESOLUTION OF THE HOMER CITY COUNCIL RESTORING THE
IRREVOCABLE GRANDFATHER RIGHTS BACK TO THE BAY VIEW
INN.

WHEREAS, The Bay View Inn has been an established business for over 60 years; and

WHEREAS, The Bay View Inn was established before Alaska was a state and before the
City of Homer existed and then annexed the property; and

WHEREAS, The Bay View Inn has been established long before there was any city
zoning and therefore should be granted permanent grandfather rights.

NOW, THERFORE, BE IT RESOLVED that the use of the Bay View Inn should remain as it
has been for over 60 years.

BE IT FURTHER RESOLVED that grandfather rights should be permanently granted and
run in perpetuity.

BE IT FURTHER RESOLVED that the City of Homer should act in a timely manner to
rectify this situation and restore the irrevocable grandfather rights back to the Bay View Inn.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 14th day of October,
2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal note: NA

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 13-103

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
APPROVING A SUBLEASE AND OPERATING AGREEMENT
BETWEEN THE KENAI PENINSULA BOROUGH AND SOUTH
PENINSULA HOSPITAL INC. DATED AUGUST 28, 2013.

WHEREAS, The Kenai Peninsula Borough has entered into a new Sublease and Operating Agreement with the South Peninsula Hospital Inc. Board of Directors dated August 28, 2013; and

WHEREAS, The City of Homer is the owner of the land that South Peninsula Hospital occupies; and

WHEREAS, Section Fourteen (14) of the land lease between the City of Homer and the Kenai Peninsula Borough provides that the City must approval all subleases on the property; and

WHEREAS, The Borough has requested City approval of the new Sublease and Operating Agreement and the City Administration recommends approval; and

WHEREAS, The City Council reviewed the Sublease and Operating Agreement at its regular meeting on October 14, 2013.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the Sublease and Operating Agreement between the Kenai Peninsula Borough and South Peninsula Hospital Inc. dated August 28, 2013 and authorizes the City manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 14th day of October, 2013.

CITY OF HOMER

MARY E. WYTHER, MAYOR

43 ATTEST:

44

45

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47 _____
JO JOHNSON, MMC, CITY CLERK

48

49

50 Fiscal Note: N/A

51

SUBLEASE AND OPERATING
AGREEMENT

FOR

SOUTH PENINSULA
HOSPITAL

Effective January 1, 2014

Approved by Kenai Peninsula Borough Assembly

September 17, 2013

Approved by South Peninsula Hospital, Inc. Board of Directors

August 28, 2013

**SOUTH PENINSULA HOSPITAL, INC.
 SUBLEASE AND OPERATING AGREEMENT**

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SUBLEASE AND OPERATING AGREEMENT

THIS AGREEMENT is made and entered into on this 26th day of SEPTEMBER, 2013, between the Kenai Peninsula Borough, an Alaska municipal corporation, hereinafter referred to as "Borough" or "KPB" or "Lessor," 144 N. Binkley Street, Soldotna, Alaska 99669, and South Peninsula Hospital, Inc., an Alaska nonprofit corporation, hereinafter referred to as "SPHI" or "Lessee/Operator," 4300 Bartlett Street, Homer, Alaska 99603.

WHEREAS, the Borough established and the voters approved the South Kenai Peninsula Hospital Service Area, hereinafter referred to as the "Service Area," to assure residents that hospital services would be provided within its boundaries; and

WHEREAS, through tax levies within that service area the Borough has leased, constructed and acquired healthcare facilities located in Homer, Alaska to meet the needs of the residents; and

WHEREAS, the Borough provides for the operation of South Peninsula Hospital and other facilities, hereinafter referred to as "the Medical Facilities" through the South Kenai Peninsula Hospital Service Area, and

WHEREAS, the Medical Facilities have been administered by SPHI under a Sublease and Operating Agreement between the Borough and SPHI, which expires on December 31, 2013; and

WHEREAS, the Borough and SPHI desire to enter into a new agreement for the sublease and operation of the Medical Facilities and for SPHI, operating as a nonprofit corporation, to operate the Medical Facilities for nonprofit hospital purposes, as that term is used in AS 29.45.030(a)(3), to ensure continued availability of the Medical Facilities to the Service Area residents, and for the provision of other health services and facilities, as authorized by KPB Ordinance 2013-31; and

WHEREAS, the parties agree that SPHI shall endeavor to operate the Medical Facilities on a self-supporting basis while preserving the same or a better level of service to the residents of the Service Area;

NOW THEREFORE, in consideration of mutual covenants contained herein the parties agree as follows:

1. **PRIOR LEASE/OPERATING AGREEMENT SUPERSEDED.** This Sublease and Operating Agreement ("Agreement") supersedes and replaces the Sublease and Operating Agreement effective on March 3, 2008, and all other prior agreements concerning the sublease of the property described in this Agreement or the operation and management of any or all of the Medical Facilities.

2. **DESCRIPTION OF LEASED FACILITIES.** The Borough leases the following described property to SPH, Inc. (the Medical Facilities) for the term of this agreement and any extension thereof:

a. The South Peninsula Hospital and its grounds, located at 4300 Bartlett Street, Homer, Alaska, owned by the City of Homer, more particularly described as:

Tract A-1, South Peninsula Hospital Subdivision 2005 Addition, filed under Plat No. 2006-38 Homer Recording District, Third Judicial District, State of Alaska.

b. The following property and buildings owned by the Borough, more particularly described as:

Lots 3, 4, 5 and 6, Block 7; Lot 4, Block 8, Lot 6, Block 9, Fairview Subdivision Plat No. HM 56-2936 Volume 8, Page 196, Homer Recording District, Third Judicial District, State of Alaska.

c. The following leased property located at 4251 Bartlett Street, Homer, Alaska, owned by Mark Halpin and B. Isabel Halpin subject to the terms and conditions of the lease, more particularly described as:

L2-A Block 8 Fairview Subdivision Halpin Addition, according to Plat No. 2009-43, Homer Recording District, Third Judicial District, State of Alaska

d. 4,904 sq. ft. of office space located at 4136 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 2-A, Block 5, Fairview Subdivision No. 11, as shown on Plat No. 85-28, Homer Recording District, Third Judicial District, State of Alaska.

e. Approximately 1,500 square feet of the office space located at 4117 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 4, Block 10, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

f. 700 square feet office space located at 309 W. Fairview, Homer, Alaska 99603 subject to the terms and conditions of the lease, more particularly described as:

Lot 14 Block 4, Fairview Subdivision, as shown on Plat No. 56-2936, Homer Recording District, Third Judicial District, State of Alaska.

g. 3,780 square feet of office space and 3,225 square feet of basement office space both within the Kachemak Bay Professional Building, 4201 Bartlett Street, Homer, Alaska 99603 subject to the terms and conditions of the lease more particularly described as:

Lot 1-A Block 9, Fairview Subdivision 2003 Addition, as shown on Plat No. 2004-101, Homer Recording District, Third Judicial District, State of Alaska.

h. Such other Borough-owned or leased facilities, if any, as are authorized by the Borough pursuant to this Agreement for SPHI to lease and operate pursuant to this Agreement.

The Medical Facilities include all fixtures and appurtenances thereto as of the effective date of this Agreement or which may be added pursuant to this Agreement. The Parties acknowledge that the sublease of the portion of property owned by the City of Homer, described in subparagraph (a) above, to SPHI is subject to consent by the City of Homer, which consent may not be unreasonably withheld. The parties agree to cooperate in seeking such consent upon execution of this Agreement.

3. **PROVISION OF SERVICES.** SPHI agrees to operate and manage for the benefit of the Borough and the residents of the Service Area, the Medical Facilities described in this Agreement. SPHI agrees that so long as this Agreement is in effect it will continuously operate and manage the Medical Facilities as a duly licensed hospital, or healthcare facility, as applicable, under Alaska licensing laws and in accordance with all applicable state and federal laws, regulations and rules governing hospitals, skilled nursing and other facilities as applicable, and in accordance with the terms and conditions of this Agreement. In addition, SPHI may provide any other health service and operate any other health facility for the Service Area, to the extent that such services and/or operations of other health facilities are authorized or otherwise approved in the manner provided in this Agreement. If authorized, these services may be provided either directly or by contract, and shall be provided in accordance with this Agreement and all applicable state and federal laws, regulations and rules governing such health services or health facilities. If SPHI enters into an exclusive provider contract with an independent contractor to be the exclusive provider of any program or service, then the contractor shall be required to comply with all applicable terms and conditions of this Agreement.

4. **TERM.** This Agreement shall be in effect from the date of execution of this Agreement to and including December 31, 2019, unless terminated earlier in accordance with the provisions of this Agreement. By mutual agreement of the parties this Agreement may be extended for an additional period, not to exceed six years. If neither party has notified the other of its intent to renegotiate this Agreement before April 1, 2019, then a six-year extension of the term of this Agreement shall be deemed to have been agreed upon. The terms of the agreement for the additional extension period shall remain the same as this Agreement, including the terms of all amendments. If KPBI or SPHI notifies the other of its intent to renegotiate this Agreement before April 1, 2019, the parties shall meet and diligently negotiate in good faith concerning a new or extended agreement. If agreement has not been reached before October 1, 2019, either party may proceed to terminate this Agreement pursuant to Paragraph 34.

5. **LEASE PAYMENT.** SPHI shall pay the Borough a lease payment in the sum of one dollar (\$1.00) per year to lease the property described in this Agreement. Such payment shall be due in full within 10 days after the effective date of this Agreement, which shall be the date on which this Agreement is fully executed. If the Agreement is extended, full payment for the extended term shall be due and payable on the effective date of the extension.

6. **NOTICES.** All notices, reports or documents required or allowed to be given by one party to the other party to this Agreement shall be in writing and delivered personally or by depositing the same in the United States mail, postage prepaid, certified, return receipt requested, and addressed to the parties as hereinafter provided, or by facsimile transmission ("fax") with advance telephonic notice and a hard copy sent by first class mail:

FOR THE BOROUGH:
Mayor
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, AK 99669
Fax # (907) 714-2377

FOR SPHI
President, Board of Directors
SPHI
4300 Bartlett Street
Homer, AK 99603
Fax # (907) 235-0253

Notice shall be effective upon the date of personal delivery or, if mailed, upon the date of delivery as shown by certified receipt, or, if sent via fax, upon the date of receipt of the fax. The Borough Mayor shall be responsible for forwarding any such notice, report or document to the Borough Assembly ("Assembly") or its designee, the South Kenai Peninsula Hospital Service Area Board ("SAB"), other interested Borough boards, Borough departments, or any other appropriate individual or agency for consideration or action. The President of SPHI shall be responsible for forwarding

any such notice, report or document to the SPHI Board members, Chief Executive Officer, or any other appropriate individual or agency for consideration or action.

7. COMMUNICATIONS WITH BOROUGH. The Lessee/Operator shall provide the following information to the Assembly, the Borough Mayor, the SAB Chair and the Borough Finance Director:

(a) Unapproved monthly financial reports shall be delivered within 30 days after the end of each month, which shall include a balance sheet, a statement of cash flow, an income statement, and operating statistics. Approved monthly financial reports including the above-described information shall be provided within 14 days of SPHI Board approval.

(b) Quarterly activity reports shall be delivered in writing and verbally within 60 days after the end of each calendar quarter. These reports shall include all the items included in the monthly financial reports, plus a statement of significant activities, issues and events occurring during the quarter and major planned events. A representative of SPHI shall also orally present the quarterly activity report to the SAB and then to the Borough Assembly.

(c) All required annual reports shall be delivered within 60 days after the end of the calendar year.

(d) SPHI must notify KPB of any changes in its Board membership or of the Board chair within 14 days of the change.

(e) Within 14 days of SPHI Board approval, SPHI shall either provide the SAB Chair and the Borough Contract Administrator with copies of minutes of each SPHI Board meeting or post them on the SPHI website in a manner that is accessible by the SAB Chair and Borough Contract Administrator. SPHI shall notify the SAB Chair and Borough Contract Administrator if the minutes will be posted on the website.

8. UTILITIES. The Lessee/Operator shall pay for the utilities necessary to operate the Medical Facilities, including, but not limited to: electricity, heat, water, sewer service, garbage collection, snow removal and sanding, and telephone service.

9. TAXES. SPHI shall be responsible for and shall pay before delinquency all governmental taxes, assessments, charges or liens assessed during the term of this Agreement against any leasehold interest or property of any kind or income or sales of any kind related to this Agreement, except primary real property leasehold interests or other real property comprising the Medical Facilities used exclusively for nonprofit hospital purposes within the meaning of AS 29.45.030(a)(3). The Borough acknowledges that SPHI will be entitled to property, income and sales tax exemptions to the extent allowed by law.

10. SUPPLIES, MATERIALS AND INVENTORY.

a. **Use of Existing Supplies, Materials and Inventory.** During the term of this Agreement, all supplies, materials, and inventory located in or on the Medical Facilities shall be subject to the control, consumption, disposition and replacement by the Lessee/Operator for use in its operation and management of those facilities.

b. **Repair or Replacement.** Supplies, materials and inventory that need to be repaired or replaced will be repaired or replaced by the Lessee/Operator, at its expense, if necessary to the operation and management of the Medical Facilities. At the termination of this Agreement, replacement supplies, materials, and inventory shall remain the sole property of the Borough or its successors or assigns, if any.

c. **Purchasing Procedures.** All purchases made by the Lessee/Operator shall be made in accordance with SPHI corporate and operational policies related to purchasing that are in effect on the date of this Agreement, as identified in a Summary of Selected Purchasing Policies and Procedures provided by SPHI to the Borough Contract Administrator and attached hereto as Attachment A. The Lessee/Operator must obtain advance approval from the Borough Contract Administrator before modifying any of these corporate and operational policies, which approval will not be withheld unreasonably. Lessee/Operator is specifically authorized to purchase supplies, materials, equipment and inventory from any group purchasing organization approved in advance, on an annual basis, by the Borough Contract Administrator, provided such purchases are otherwise allowable in this Agreement, unless such approval is revoked in writing by the Borough with 90 days' notice. It is understood and agreed that exclusive service providers hired or contracted with by Lessee/Operator pursuant to this Agreement are not required to comply with this provision unless otherwise stated in the contract between the Lessee/Operator and the provider. Lessee/Operator, in accordance with existing business practice, agrees to communicate and cooperate with the Borough Purchasing and Contracting Officer on all purchases made that will require Assembly approval, and to follow applicable Borough Purchasing Code requirements.

d. **Disposal.** Disposal of any supplies, materials, and inventory that are owned by the Borough and that are surplus to the needs of the Medical Facilities shall be made in accordance with the Borough Code requirements for disposal of surplus property. Net proceeds from the sale of surplus property shall be returned to the entity that directly provided the funding for the property. Proceeds from the sale of items funded with gifts or grants shall be distributed in accordance with the donor's intent or grant requirements, as applicable. If the intent of a donor cannot be determined then proceeds shall be used by SPHI to operate the Medical Facilities.

11. MAINTENANCE AND REPAIR.

a. **Routine Repair.** The Lessee/Operator shall be responsible for all routine maintenance and repair of the leased property, including the upkeep and maintenance of the walkways, roads and grounds.

b. **Major Repairs.** All major repairs to Borough owned Medical Facilities must be authorized by the Borough, subject to the appropriation and availability of funds. Such repairs may be made by the Lessee/Operator upon approval by the Borough. The Borough agrees to provide major repairs necessary to keep the leased property in good condition, subject to the availability and appropriation of funds. For purposes of this Agreement, major repairs are defined as repairs to the Medical Facilities affecting the structural, mechanical or electrical systems or costing more than \$10,000.

12. PROPERTY AND EQUIPMENT PURCHASES.

a. **Purchases and Replacement.** The Lessee/Operator shall be responsible for either requesting the Borough to purchase new equipment, improvements, fixtures, or property, or replacing Medical Facilities' property, improvements, fixtures and equipment itself, in a timely manner. The Lessee/Operator may replace such items at the end of either the projected or the actual useful life or to keep pace with evolving technology, following the purchasing procedures described in paragraph 10(c) of this Agreement and in accordance with the remaining applicable limitations and requirements of this Agreement. Subject to availability and appropriation of funds, the Borough may replace such items at its own expense, at the end of either the projected or the actual useful life or to keep pace with evolving technology. Such property, improvements, fixtures or equipment shall be owned by the Borough, subject to the leasehold interest of SPHI during the term of this Agreement.

b. **Capital Improvements and Equipment.**

i. For purposes of this Agreement, capital improvements include permanent facility improvements and expansions, and capital equipment includes equipment with an expected useful life of more than one year and costing more than the hospital defined capital limit which is currently \$3,000. SPHI will promptly advise the Borough of any change in that amount. To the extent approved and appropriated by the Borough Assembly and the availability of funds, the Borough will provide capital improvements and capital equipment to the leased property necessary for the provision of services and functions to meet the needs of the residents of the Service Area. The Lessee/Operator may submit proposals for such capital improvements and capital

equipment, either through the annual Service Area capital budget process, the fund described in paragraph 13(b) of this Agreement, or otherwise; and the Borough shall consider and respond to any such proposal in the normal course of business.

- ii. Prior to expending funds in excess of \$100,000, regardless of the source of funds, for the purpose of analyzing and/or planning for capital improvement projects expected to cost in excess of \$1.0 Million, the Lessee/Operator shall first notify and confer with the Borough Contract Administrator or his or her designee.
- iii. All capital improvement projects expected to cost in excess of \$100,000, using funds not previously appropriated for that purpose, regardless of the funding source, must be approved by the Borough Assembly after consideration by the SAB. All capital improvement projects costing less than \$250,000 using funds previously appropriated by the Borough Assembly for such purpose do not require additional Assembly approval. All such purchases shall be reported to the SAB and the Assembly within 30 days of the expenditure. All capital improvement projects costing \$250,000 or more, regardless of the funding source, must be separately approved by the Assembly, whether or not funds have previously been appropriated.
- iv. All equipment purchases, whether for capital equipment or other equipment, costing in excess of \$100,000 using funds not previously appropriated for that purpose, regardless of the funding source, must be considered by the SAB and approved by the Borough Assembly. Equipment purchases costing less than \$250,000 using funds previously appropriated by the Assembly for such purpose do not require additional Assembly approval. All such purchases shall be reported to the SAB and the Assembly within 30 days of the expenditure. All equipment purchases costing \$250,000 or more, regardless of the funding source, must be separately approved by the Assembly, whether or not funds have previously been appropriated.
- v. All facility improvement/expansion projects shall be completed under the management of the Borough Capital Projects Director or SPHI personnel, as determined by mutual agreement of the parties. If the parties cannot agree, then the determination will be made by the Borough Capital Projects Director.

c. At the termination of this Agreement, the Borough will retain ownership of all equipment, property, improvements, fixtures and capital improvements described herein.

13. FINANCES.

a. **Operating Revenue.** During the term of this Agreement, all revenue and cash collections from patients, third-party payers, including, but not limited to, Medicaid and Medicare, and all other sources billed and collected by SPHI, and arising out of or related to services rendered during the term of this Agreement, or any renewal or extensions thereto, including but not limited to lease or rental revenues, shall first be used by Lessee/Operator to pay the usual and customary expenses of operating the Medical Facilities leased and programs operated by SPHI for the Service Area pursuant to this Agreement, and the expenses of compliance with the terms and conditions of this Agreement. SPHI shall maintain an operating reserve of not more than ninety (90) days cash on hand ("the operating reserve amount"). For purposes of the operating reserve amount, "cash on hand" is calculated based on the "days cash on hand ratio" used in the health care industry. On a quarterly basis, SPHI shall transfer all accumulated revenues in excess of the operating reserve amount to the paragraph 13(b) fund. If accumulated revenues are less than the operating reserve amount at any time, then SPHI may transfer an amount from the paragraph 13(b) fund to its operating reserve to maintain the operating reserve amount, by SPHI Board action. The plant, replacement and expansion fund shall be managed by the Borough, invested with other Borough funds, and the interest earned on that fund will remain with the fund. In any event, all such revenue and cash collections may only be used for Service Area purposes allowed by law and as authorized pursuant to this Agreement.

b. **Plant/Equipment Replacement and Expansion Fund.** SPHI shall maintain a fund designated as a source of funds for major repairs, for replacement of Medical Facilities, improvements, fixtures, and equipment, for acquisition of new Hospital property, improvements, fixtures and equipment, and to replenish the operating reserves, as provided in paragraph 13(a), above. Except for purposes of replenishing the operating reserve and capital items approved by the Borough Assembly, SPHI shall not spend or transfer funds in excess of \$100,000 per item from this designated fund without the prior approval of the Borough Assembly by ordinance. The SPHI Board must approve any transfer in to or out of this fund.

c. **State of Alaska Grants or Revenue.** With the assistance of SPHI the Borough may, depending on the availability of state funds, apply on an annual basis to the State of Alaska for state aid to municipalities for hospitals and skilled nursing facilities, and state municipal assistance funds or grants. The Borough shall request of the Assembly that any such funds received be used for the use and benefit of the Service Area.

d. **Service Area Revenues.** Service Area revenues shall be used to support operations of the Service Area, including operational and capital support of Medical Facilities and programs operated by SPHI for the Service Area, and other services and projects approved by the Assembly, subject to the appropriation and availability of funds.

e. **Debt Service.** The Borough, or Service Area, shall be ultimately obligated to pay debt service due on any debt issued to finance the acquisition of more medical facilities, expansions of medical facilities and/or equipment, to the extent such debt is authorized by the Borough Assembly or its designee. For purposes of this Agreement, leases shall be considered debt obligations if they obligate the Borough, the Service Area, or SPHI for such debt incurred pursuant to its performance of this Agreement, for more than a one year period, or are in excess of \$100,000. The Lessee/Operator must receive authorization from the Borough Assembly or its designee prior to entering into any such debt obligation. This paragraph applies to both operating and capital leases as well as other debt incurred by SPHI to finance the acquisitions described above.

f. **Cash Management.** All cash reserves in excess of the ninety (90) days cash on hand described in paragraph 13(a) shall be deposited and managed pursuant to the KPB Statement of Procedures For Deposit and Withdrawal of Funds or successor document, a copy of which is attached hereto as Attachment B and incorporated herein by reference.

14. OTHER REVENUE.

a. **Gifts.** In the event that contributions of money or property are made to the Lessee/Operator for the purchase of equipment or other articles specifically for use or location within the Service Area, the Lessee/Operator may accept such gifts on behalf of the Borough, and the Lessee/Operator shall comply with the wishes of the donor insofar as they are compatible with the operation of the Medical Facilities or programs operated by SPHI for the Service Area. Any expenditure in excess of \$100,000 per item from a gift requires the approval of the Borough Assembly, and must be made in accordance with Borough purchasing code requirements. Lessee/Operator shall obtain approval from the Borough Contract Administrator before accepting any gifts other than cash for use on behalf of the Service Area projects managed by Lessee/Operator. It is agreed and understood that any gifts or charitable contributions received from South Peninsula Hospital Foundation, Inc., or its successor, must be used or expended in accordance with donor's intent, and are not the property of SPHI upon termination of this Agreement unless consistent with donor's intent. This subparagraph does not apply to government grants or other government financial assistance.

b. **Grants or Financial Assistance from Other Government Agencies.** The parties agree that in the event the Borough has received or makes application for

and receives financial assistance or grants of operating or capital funds from any government agency for Service Area activities administered by SPHI, other than state aid to municipalities for hospitals or for skilled nursing facilities or municipal assistance, the Lessee/Operator will abide by and fulfill the applicable operational assurances given by the Borough in its application for such financial assistance or grant; provided, however, that all applications for financial assistance or grants shall be approved by the Lessee/Operator before the submission thereof to a government agency. If SPHI materially breaches the terms of the grant agreement, as determined by the granting agency, the Borough, in its sole discretion, may determine such breach to be a material breach of this Agreement. SPHI may apply for operational, capital or demonstration project grants independently and without notice to the Borough, if the grants are for \$100,000 or less. SPHI shall provide the Borough Contract Administrator with advance notice of at least 10 days before submitting any operational, capital or demonstration project grant applications for in excess of \$100,000. All capital projects are subject to the requirements of paragraph 12.b.iii.

15. PERFORMANCE MEASUREMENT.

a. **Performance Standards.** SPHI performance under this Agreement shall be measured against objective standards established by one or more organizations such as The Advisory Board Company, The Center for Medicare and Medicaid Services, The Alaska State Hospital and Nursing Home Association, The Alaska Small Hospital Performance Improvement Network, or The American Hospital Association. The performance standards against which SPHI performance will be measured will be set forth in the SPHI Strategic Plan.

b. **SPHI Performance.** SPHI will:

1. Establish a Board Orientation and Continuing Education Program for all board members and provide an annual report to the Contract Administrator on compliance with the requirements of the program.
2. Ensure compliance with the Medicare and Medicaid Conditions of Participation as determined through the state's licensing and certification processes.
3. Ensure that the Hospital complies with all quality measurement reporting requirements necessary to ensure full payment under all applicable Medicare and Medicaid programs.
4. Establish goals for the Hospital's Performance Improvement Program and metrics to measure progress toward those goals. An annual report on the Performance Improvement Program will be provided to the Contract Administrator.
5. Conduct an annual review of the Hospital's Corporate Compliance Program and include the results of that review in the annual report to the Contract Administrator.

c. **Strategic Plan.** Within 12 months of the execution of this Agreement, SPHI shall prepare and present to the Borough Administration and SAB, for information purposes, a Strategic Plan containing, at a minimum, the following elements:

- An overview of the Service Area.
- Service area demographics.
- Hospital utilization and market share information and plans.
- Medical staff analysis.
- Hospital analysis.
- Financial results and trends.
- South Peninsula Hospital strategy map.
- South Peninsula Hospital planning calendar.
- Mission, vision, values and competitive position
- Key strategies.
- Performance measurement
- Orientation and Training Plan for SPHI Board

All amendments to the Strategic Plan shall be provided to the SAB and Borough Administration within thirty days of their approval by the SPHI Board. It is agreed and understood that elements of the Strategic Plan may be confidential proprietary information, the public disclosure of which could cause competitive harm to the Medical Facilities. Disclosure of this information to the SAB and Borough Administration shall not be construed to require their disclosure to the general public.

d. **Certification.** SPHI shall maintain State of Alaska certification of its operation of the Medical Facilities. Due to the critical need for maximum participation in the Medicare/Medicaid programs and the reliance on these programs as a critical source of revenue, SPHI shall maintain Critical Access Hospital status and shall review this status on an annual basis to determine whether this status continues to provide the best revenue structure for the Hospital. SPHI shall notify the Borough Contract Administrator of any change to this status within 14 days of the decision to change. In addition, SPHI shall strive to attain Joint Commission on Accreditation of Healthcare Organizations ("Joint Commission") or other similar accreditation status as part of its long-term strategic program, when it becomes financially feasible to do so.

e. **Staffing.** In order to help ensure fiscal responsibility and that the desired level of services are provided, SPHI shall diligently take all reasonable steps needed to ensure that it has adequate qualified management and staffing in place at all times to, at a minimum, successfully provide the level of services needed to operate a hospital of its capacity in accordance with industry standards. This staffing shall be consistent with the goals and objectives identified in the most recent Strategic Plan.

Senior management staff shall consist of the Chief Executive Officer, Chief Financial Officer and Director of Patient Care Services, and SPHI shall notify the Borough within 14 days of any changes in these positions. SPHI shall diligently attempt to fill any vacancies in any of these positions with a regular replacement as soon as possible by using every reasonable process and mechanism available. SPHI shall prepare and maintain a Senior Management Succession Plan and provide a copy of the plan to the Contract Administrator. In the event that SPHI is not successful in recruiting and hiring an appropriately qualified CEO, CFO or Director of Patient Care Services replacement within a commercially reasonable time, SPHI may utilize the services of an interim CEO, CFO or Director of Patient Care Services until an appropriately qualified replacement can be hired. SPHI shall not employ one individual to perform the duties of more than one senior management position. If a vacant senior management position has not been filled within six months, and SPHI has not filled the position with an interim replacement, the Borough Contract Administrator may require that SPHI utilize the services of a management or recruiting company to hire or provide an interim replacement until a regular replacement is hired. SPHI will report to the Borough Contract Administrator, at least monthly, on its progress in recruiting and hiring senior management replacements.

f. **Chief Executive Officer or Management Contract.** SPHI shall hire a Chief Executive Officer or shall enter into a contract for the management of the Hospital. The CEO contract shall comply with guidelines established by the American College of Health Care Executives. The provisions of the contract concerning compensation upon severance of the employment relationship shall not exceed the reasonable and customary amount paid to similar positions by similar publicly owned hospitals in Alaska and the Pacific Northwest. The term of the contract shall not exceed the term of this Agreement, unless the contract contains a clause that terminates the contract if and when this Agreement is terminated. A copy of the management contract or employment contract shall be provided to the Borough Contract Administrator immediately upon its execution.

g. **Finances.** SPHI shall at all times meet all applicable financial reporting requirements and, unless otherwise agreed by the Borough Finance Director, promptly provide all documentation requested as needed to satisfy financial reporting requirements, concerns regarding financial performance, concerns regarding any SPHI receipts and expenditures, and other financial issues that may arise in SPHI's performance of this Agreement.

h. **Pension Plan Funding.** At the time of entering this Agreement SPHI has adopted a Defined Benefit Pension Plan for its employees. SPHI agrees to annually fund its obligations for the Pension Plan at least in the amount determined by the Plan Actuary to be the required minimum contribution necessary to adequately fund the plan, including interest on net pension obligation, and to provide to the Borough Finance Director, upon request, reasonable assurances that the Pension Plan is adequately funded and managed. SPHI shall maintain insurance coverage for the

Plan through the Pension Benefit Guaranty Corporation. SPHI shall provide to the Borough Finance Director, on an annual basis, a copy of the IRS Form 5500 and associated schedules.

i. **Sub-standard Performance.** If the Borough Contract Administrator determines that any aspect of actual performance under this Agreement is consistently below standards established under this Agreement, within 60 days of notice from the Borough Contract Administrator the parties shall develop and SPHI shall implement a Specific Performance Improvement Plan approved by the Borough to correct the deficiency. The Specific Performance Improvement Plan shall specify the corrective action(s) to be taken and the time frame within which performance will be returned to established standards. In cases where the parties agree that the operating environment has changed to the point where a performance standard or standards are no longer appropriate, new or revised performance standards may be established. The parties may agree, in writing, to amend any provision of the Specific Performance Improvement Plan.

16. SERVICE AREA BUDGET.

a. **SPHI Budget Proposal.** SPHI shall prepare and submit a proposal to the SAB and the Borough Administration containing anticipated funding needs from service area funds for the medical facilities and programs operated by SPHI for the Service Area. The Borough shall notify SPHI in advance of the dates when the SPHI budget must be submitted to the Service Area Board and the Administration. SPHI shall assist as requested by the Borough Mayor in presenting the budget to the Administration and Assembly.

b. **Service Area Budget Proposal.** The Service Area Board shall prepare and submit a proposal to the Borough Administration for the annual Service Area budget, including debt service payment on the Hospital, or other Service Area property and equipment, property insurance, audit fees, and operating expenses of compliance with the Borough's duties under this agreement. SPHI may provide assistance at the request of the SAB. The SAB budget shall give preference to anticipated funding needs for the Medical Facilities and programs operated by SPHI for the Service Area pursuant to this Agreement. This shall include repairs, renovations or additions to those facilities. It is recognized that the Service Area Board budget proposal may not necessarily include all items recommended by SPHI and vice versa.

c. **Service Area Final Budget.** The Borough Administration shall review the Service Area operating and capital budget proposals, and adopt a Service Area budget, designating revenues available to fund Service Area capital expenditures and operations, and the mill rate necessary to fund the Service Area's portion of the budget. Subject to Assembly approval and the availability of funds, funding shall be provided by appropriation with preference for the operational and capital requirements

of those facilities operated by SPHI as needed to ensure continued viable operations and the desired level of local public medical services, and the programs operated by SPHI for the Service Area, considering the cost of such services.

17. ACCOUNTING/AUDIT/REPORTING.

a. **Accounting.** SPHI shall account for all financial transactions involving Service Area funds and all other funds received from the operation of, or to operate, the Medical Facilities and programs operated by SPHI for the Service Area. Both parties shall maintain accounting records involving Service Area operations in a manner that complies with generally accepted accounting principles.

b. **Investment of Funds.** Investment of funds received must meet the requirements established by KPB Chapter 5.10, "Investment of Moneys," and any policies adopted pursuant to it. This provision does not apply to the investment of funds of the South Peninsula Hospital Employees' Pension Plan, which funds are managed and invested by the Plan Trustees.

c. **Audit.** The Borough shall perform annual audits of the Medical Facility operations, at its expense, to comply with single audit requirements and to incorporate into the Borough's financial statements, through an independent auditing firm selected by the Borough. The auditing firm shall submit written annual audit reports to the SPHI Board and the Service Area Board, and shall make a verbal presentation to a joint meeting of both boards.

18. RATES. SPHI shall have the exclusive right to establish rates, fees and charges for services provided at the Medical Facilities administered by SPHI. SPHI will use its best efforts to ensure that the rates are market driven and that the rates, fees and charges it has established will cover the operating expenses of the Medical Facilities and SPHI's other obligations under this Agreement.

19. INSURANCE.

a. **Lessee/Operator's Insurance.** During the term of this Agreement the Lessee/Operator, at all times, shall maintain, provide and submit proof of the following insurance coverage, in amounts approved by the Borough:

- i. **Workers' compensation insurance coverage as required by Alaska law;**
- ii. **Comprehensive general liability insurance for the Medical Facilities, property acquired pursuant to this Agreement that is not**

located in or on the Medical Facilities, and operations provided by SPHI pursuant to this Agreement;

- iii. Professional liability or errors and omissions by SPHI and its employees; and
- iv. Officers and directors liability insurance.
- v. Coverage for loss or damage to property acquired by SPHI pursuant to this Agreement that is not located in or on the Medical Facilities.
- vi. SPHI shall require all members of the medical staff and all members of the allied professional staff to maintain professional liability insurance coverage in an amount established by the SPHI Board of Directors.
- vii. The above insurance shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage be primary, contributing or excess.

SPHI may purchase additional insurance coverage that it deems to be appropriate to insure the management and operation of the Medical Facilities and other services provided by SPHI, after receiving written approval from the Borough Contract Administrator, which approval shall not be unreasonably withheld.

Unless otherwise agreed, the Borough shall be named as an additional insured on all policies.

b. **Borough Insurance.** During the term of this Agreement the Borough shall, at all times, maintain and provide fire and property damage insurance in amounts sufficient to replace the leased property and contents. The Borough shall provide proof of renewal of such insurance to SPHI upon the expiration of any existing coverage. The Lessee/Operator shall provide an updated schedule of all Borough property and contents located in or on the Medical Facilities annually, and shall provide an updated schedule of new property whenever it is acquired.

c. **Notice of Claims.** Each party shall immediately notify the other party to this Agreement of any lawsuits or claims asserted against SPHI, any of the Medical Facilities or the Borough, related to operations of SPHI under this Agreement or of any potential claims that may be asserted.

d. **Extended Reporting Period or Tail Coverage.** Except as otherwise provided below, the Borough shall obtain, carry and maintain tail or

extended reporting period coverage for all types of insurance coverage obtained pursuant to paragraph 19(a) of this Agreement, effective as of the date of termination of this Agreement, in the same amounts as or more than existing coverage at the time of termination for the named insured's. The Borough is not required to obtain such tail or extended reporting period coverage for workers' compensation insurance or for other coverage obtained on a per occurrence basis. SPHI and all of its directors and officers who served as such during the term of this Agreement shall be named insureds. The Borough may contract with a subsequent operator of the Medical Facilities to provide such tail or extended reporting period coverage through operating revenues of the Medical Facilities and programs, or may authorize SPHI to provide such tail or extended reporting period coverage through operating revenues of the Medical Facilities and programs.

20. **RISK MANAGEMENT.** The Lessee/Operator shall establish a program of training and loss prevention designed to maintain high quality medical care in the Medical Facilities operated by SPHI and to prevent unnecessary expense from liability.

21. **DESTRUCTION OF THE PREMISES.** In the event of damage to, or destruction of all or part of the leased property, the Lessee/Operator shall have authority to make such arrangements as reasonably necessary to continue to operate the Medical Facilities or provide the services it was providing, provided that no more than \$250,000 is spent and a full report of all such expenses shall be made at the next regular Assembly meeting occurring more than two weeks after the event. In such event, the Lessee/Operator shall have authority to suspend or reduce services it determines cannot be provided until such time, if any, building, repair or replacement of the Medical Facilities or other health facilities has been completed. Lessee/Operator shall immediately notify the Borough of any suspension or reduction in services as a result of damage or destruction.

22. **LEVEL OF SERVICES AND OTHER BUSINESS ACTIVITIES.**

a. **Existing Level of Services.** The parties acknowledge that the existing scope and level of services at the Medical Facilities are approved and consented to by both parties.

b. **Expansion of Services/New Services.** The parties agree that Lessee/Operator may provide for expanded or new Service Area health services at the Medical Facilities, in accordance with powers authorized for the Service Area pursuant to the KPB Code of Ordinances, as now enacted or as may be amended, including but not limited to participating in joint ventures, or ownership or management participation in other health care services, and other business arrangements with other health care providers and businesses. The Lessee/Operator shall give the Borough Contract Administrator prior notice of new or expanded services that have an expected total capital cost in excess of \$100,000 on an annual basis. Notice may be provided in

writing or orally, and the Borough Contract Administrator may provide written confirmation of such notice; provided, however, that the parties will first consider and discuss the potential adverse competitive impacts of premature public disclosure on such new or expanded services caused by written notice or confirmation. SAB consideration and Assembly approval shall be required to the extent it would otherwise be required in this Agreement. Expansion of services or new services do not include changes in the method of delivering existing services or the use of new technology or techniques to provide those services even if this may involve additional personnel or training or enhancement of current capabilities to meet standards for proper patient care, or changes required to meet basic accreditation standards and licensing for the Hospital. Any change in the level or type of services provided shall be included in the next quarterly report regardless of the cost.

c. **Elimination of Services.** The Lessee/Operator may eliminate services or levels of care being provided at the Medical Facilities or otherwise pursuant to this Agreement, but only after 60 days prior written notice to the Borough. The Borough may then direct that the Lessee/Operator continue to provide such services or level of care, if deemed in the best interest of the residents of the Service Area, even when not economically feasible; however, if the Borough decides to continue an economically unfeasible service or level of care, it shall consider providing an operating subsidy to the Lessee/Operator equivalent to at least the loss associated with providing such service or level of care. If the Borough decides not to provide any such operating subsidy, then SPHI is not obligated to provide such services or level of care.

d. **Disclosure of Other SPHI Business.** In the event that SPHI engages in other business activities unrelated to the activities required or authorized by this Agreement, SPHI shall first notify the Borough Contract Administrator of the nature and extent of such other business activities, including upon request a disclosure of financial reports reflecting revenues and expenses, so that the Borough Contract Administrator may determine that they do not conflict with this Agreement, or otherwise impair either parties' rights or obligations under this Agreement. It is agreed that records of such other business activities are not public records. Disclosure of records to the Borough Contract Administrator under this provision shall not be deemed to convert such records to public records, to the extent allowed by law. In no case will the assets generated or provided through this Agreement be used to capitalize or otherwise fund any activities of SPHI conducted outside the scope of this Agreement.

23. APPOINTMENTS TO THE MEDICAL STAFF. SPHI shall establish written policies for granting privileges to practice in the Medical Facilities in cases in which application for privileges to practice is required. These written policies must prohibit discrimination against applicants on the basis of race, religion, color, national origin, age, sex, physical or mental disability, marital status, changes in marital status, pregnancy, or parenthood, or any other classification prohibited by law. The language

in this paragraph does not prohibit SPHI from entering into an exclusive contract for the professional services of a specialist, or to require health care providers to be SPHI employees rather than independent contractors, if SPHI deems there to be business justification for the exclusive contract or employment model or relationship.

24. **NONDISCRIMINATION IN ADMISSIONS.** All persons in need of medical care shall be admitted to the appropriate Medical Facilities without regard to race, religion, color, national origin, age, sex, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, or the financial ability to pay for such medical care to the extent required by law.

25. **MEDICAL RECORDS.** During the term of this Agreement, Lessee/Operator shall have the full use and control of all medical records, and shall be responsible for the complying with all applicable federal and state laws regarding the maintenance, security and privacy thereof. Medical records shall remain on the Hospital premises under the supervision and control of the Lessee/Operator so long as it is the Operator as provided for in this Agreement; provided, however, that SPHI may make arrangements for electronic storage and back up of medical records. If the Lessee/Operator ceases at any time to be the Operator as provided for herein, the Borough shall reacquire the full use and control of such medical records, and shall be required to preserve the same for such period of time as is required by Alaska or Federal laws, but, in any event, a minimum of five (5) years following the date on which the Lessee/Operator ceases to be the Operator. After the Lessee/Operator ceases to be the Operator and so long as such medical records are preserved by the Borough as required above, the Lessee/Operator shall at all times be provided free and complete access to such medical records and may copy all or any part of the same, and may maintain electronic records, for such purposes as are consistent with its prior duties and responsibilities as the Lessee/Operator and in connection with any investigation or litigation in which the Lessee/Operator may be involved or may become involved.

26. **OTHER GOVERNMENTAL ACCESS TO BOOKS AND RECORDS.** In order to assure that any expense which might be incurred by or on behalf of the Medical Facilities or other authorized Service Area activity administered by SPHI pursuant to this Agreement is included to the extent appropriate in determining the reasonable costs incurred by Medicare and Medicaid programs, or other similar governmental programs, both parties shall retain and make available upon request for a period of four (4) years after the furnishing of such services as are described in this Agreement, the contract, books, documents, and records which are necessary to certify the nature and extent of the services provided and the cost thereof when requested by the Secretary of Health and Human Services, Department of Health and Human Services ("D.H.H.S.") of the United States, or the Comptroller General of the United States, or the Commissioner, Department of Health and Social Services ("D.H.S.S."), State of Alaska, or any of their duly authorized representatives. SPHI also agrees that if it subcontracts for any of the duties under this Agreement with a related organization

at a value or cost of \$10,000.00 or more over a 12-month period, the subcontract shall contain a clause to the effect that the related organization must make available, upon written request to D.H.H.S., to the Comptroller General, to D.H.S.S., and to their duly authorized representatives, the subcontract, and the books, documents, and records of the related organization that are necessary to verify the nature and extent of the services provided and the costs thereof for a period of four years after the services have been furnished or costs have been incurred under the subcontract. These terms relating to the above retention and production of documents are included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this should be found to be inapplicable, then these terms shall be deemed to be inoperative and without force or effect.

27. PUBLIC ACCESS. Recognizing that SPHI is operating publicly owned facilities under this Agreement, SPHI shall make all meetings of its Board of Directors open to the public, and copies of non-confidential board materials shall be made available to the public at or before the meeting, unless the subject matter under discussion involves privileged or confidential information. Nothing in this section shall be construed as affecting the status of SPHI as a §501(c)(3) non-profit, private corporation or bringing SPHI within the scope of the Alaska Open Meetings Act, AS 44.62.310-.312.

a. **Privileged or Confidential Information.** As used herein, the term "privileged or confidential information" means the following records or information in the possession of SPHI:

- i. Medical records, patient information and patient billing files, except patient information that may be disclosed without violating patient privacy rights;
- ii. Medical review organization information and records prepared and retained pursuant to AS 18.23.010 – 18.23.070;
- iii. Employee records and information including but not limited to background and reference checks, substance abuse tests, employee credit checks, employee grievances, employee disciplinary actions and workplace investigations;
- iv. Physician and other health-care provider records and information including but not limited to credentials and disciplinary files;
- v. Director records and information except the name, mailing address and term of office of each director;
- vi. Records and information regarding pending or threatened litigation by or against SPHI or the Borough, the disclosure of

which could adversely affect the finances or litigation strategy of SPHI, the Borough, the Hospital or other leased medical facilities;

- vii. Records and information regarding the business plans of SPHI, the disclosure of which could be used by competitors or others to the detriment of SPHI, the Borough, the Hospital or other leased medical facilities;
- viii. Information and records that pertain exclusively to SPHI and not to activities performed pursuant to this Agreement; and
- ix. All other records and information that SPHI is required or permitted by applicable federal, state or local law to keep confidential.

Privileged or confidential information and records may be discussed by the SPHI Board of Directors privately, in executive session. Nothing herein shall be deemed as precluding the SPHI Board of Directors from holding private work sessions, training sessions and informational meetings at which no Board action is taken.

b. **Board of Director Meetings.** It is agreed and understood that prior to final Board action on any matter referred to a Board committee, the SPHI Board will fully disclose either verbally or in the text of a resolution, at the discretion of the Board, the substance of committee consideration of the matter, except for any of the above-referenced confidential matters. The parties further agree that the Board's Executive Committee has authority to take action on behalf of SPHI in between regular Board meetings to the extent allowed by law and SPHI's Bylaws. All such final actions that are not required or permitted to be kept confidential shall be disclosed to the Board in a public meeting of the Board.

c. **Public Comment.** Members of the public who wish to comment upon policies or proposed actions of the SPHI Board of Directors shall be given a reasonable opportunity to do so, during the "Public Comment" section of the regular Board meeting open to the public, before final action is taken and after applicable information concerning the matter, if any, has been made available to the public.

d. **Notice of Meetings and Agenda.** The proposed agenda of all regular and special meetings of the SPHI Board of Directors, including the date, time, place and proposed agenda of the meeting, shall be posted on the public bulletin board of the Hospital and a copy made available for posting by the Borough Clerk at least forty-eight (48) hours prior to the time set for the meeting. Should an emergency or other bona fide issue requiring immediate attention arise, a special meeting may be held with notice posted for less than the forty-eight (48) hours otherwise required by this section.

e. **Meetings Unrelated to This Agreement.** Nothing in this provision shall be construed to require meetings of the SPHI Board of Directors to be open to the public or to the Borough Contract Administrator when the subject matter discussed is not related to this Agreement.

f. **Records.** It is further agreed and understood that records of the Medical Facilities managed and operated by SPHI pursuant to this agreement are subject to the Public Records Act, AS 40.25.100 – 40.25.220 and to KPB 2.54.010 – 2.54.070, including all requirements and exceptions contained therein or listed above, because of its status as an independent contractor of the Borough. Nothing in this section shall be construed to compel public disclosure of internal SPHI documents not related to the management and operation of the Hospital and other leased facilities, nor shall SPHI be deemed a public entity or quasi-public corporation unless required by law.

28. EMPLOYEES AND CONTRACTORS. Lessee/Operator is an independent business and is not an employee or agent of the Borough, either by virtue of this Agreement or otherwise. Lessee/Operator's activities conducted in the Medical Facilities leased in this Agreement are the activities of the Lessee/Operator as an independent contractor, and not that of the Borough or the Service Area. Lessee/Operator has the exclusive authority to hire and fire employees of the Medical Facilities administered by SPHI, and such employees are the employees of the Lessee/Operator and not the Borough or Service Area. Lessee/Operator shall in no transaction or endeavor make any representation that it has authority to act for the Borough in any capacity or that it has authority to bind the Borough in any manner through its actions. The Lessee/Operator shall not advertise or hold out its activities under this Agreement as being an operation of the Borough. The decisions and actions permitted and authorized under this Agreement are those of Lessee/Operator and not those of the Borough or the Service Area. The restrictions in this Agreement on Lessee/Operator's activities are imposed for the protection of the public funds contributed by the Borough as provided in this Agreement.

29. INSPECTION. The Borough reserves the right to enter and inspect the books and records of the Medical Facilities and any other authorized Service Area activity or facility operated by SPHI at any reasonable time during normal business hours for administrative personnel, for the purpose of ensuring compliance with this Agreement and determining the adequacy of the maintenance, upkeep and repair of the Borough's property, and any other matters relating to this Agreement. This does not authorize the Borough to inspect medical, personnel or other records legally considered confidential without other authorization.

30. ASSIGNMENT AND SUBLEASING. The Lessee/Operator shall not have any power to assign its rights or interests under this Agreement without the prior approval of the Borough. The Lessee/Operator may not lease or sublease all or any part of the property it manages and operates, unless the Borough first approves such

lease or sublease, and such lease or sublease is in furtherance of the purposes of this Agreement.

31. **AMENDMENT.** The parties may amend any term in this Agreement by written agreement signed by both parties subject to approval by the Assembly by resolution.

32. **GOOD FAITH AND FAIR DEALING.** The respective contract administrators for the parties will interpret the provisions of this Agreement in good faith. The parties will act in accordance with good faith and fair dealing in carrying out their obligations under this Agreement.

33. **BREACH AND REMEDIES.**

a. **By Lessor.** If the Borough breaches this Agreement by failing to comply with any of the terms and conditions herein and has not cured the breach within sixty (60) days of receipt of written notice thereof from SPHI, SPHI may terminate this Agreement.

b. **By Lessee/Operator.** If SPHI breaches this Agreement by failing to comply with any of the terms and conditions herein, and has not cured the breach within sixty (60) days of receipt of written notice thereof from the Borough, the Borough may terminate this Agreement.

34. **TERMINATION.** Either of the parties hereto may for the reasons hereinafter set forth in this paragraph terminate this Agreement by giving the other party ninety (90) days' prior notice in writing, sent by certified mail, return receipt requested, or personally delivered. Assembly approval by resolution shall be required for the Borough to terminate this Agreement. Grounds for such termination are:

a. A breach of any of the terms and conditions herein contained when such breach is not remedied as herein provided; or

b. When and if SPHI, because of conditions beyond its control, is unable to obtain or retain medical doctors to adequately staff the Medical Facilities administered by SPHI either directly or through a contract; or

c. When either party requests a modification of the terms hereof necessary to relieve it from financial loss in the proper conduct, operation and management of the Medical Facilities, and is unable to obtain the consent of the other party to a reasonable change or modification sufficient to alleviate such condition; or

d. If SPHI fails to comply with a Specific Performance Improvement Plan developed under paragraph 15(i) of this Agreement, after 30 days written notice from the Borough Contract Administrator; or

e. The parties fail to agree upon a new agreement or an extension of this Agreement before October 1, 2019.

35. **SURRENDER ON TERMINATION.** The Lessee/Operator, upon termination of this Agreement pursuant to the provisions hereof, shall quit, surrender and return to the Borough all of the property of the Borough in as good a state and condition that such property was in on the effective date of this Agreement, normal wear excepted.

Upon termination of this Agreement or any extension thereof, and in the event there is no successor agreement between the parties, SPHI shall reconvey to the Borough, and shall surrender its possession and control of, all real and personal property covered by this Agreement. That property includes, but is not limited to, the leasehold interests of SPHI in all the Medical Facilities, all fixtures, equipment, materials, supplies, inventory, medical records, business records, revenues, cash, accounts receivable, trust accounts and other property necessary for or associated with the operation of the Medical Facilities. Notwithstanding the foregoing, SPHI shall not be required to convey to the Borough such cash, income or other assets, if any, as are received by SPHI from sources independent of and unrelated to this Agreement.

36. **FINAL ACCOUNTING.** Upon termination of this Agreement for any reason there shall be complete accounting and final payment and settlement of accounts within ninety (90) days following the submission of the accounting report covering the full year of operation by the Lessee/Operator.

37. **SEVERABILITY.** No provision of this Agreement shall be effective which is in violation of any state or federal law or regulation or agreement heretofore entered into between the Borough and any state or federal agency, relating to the use or operation of the Medical Facilities administered by SPHI; provided, however, if one or more provisions of this Agreement are hereinafter determined to be invalid and unenforceable, this shall not operate to defeat or invalidate the remainder of the Agreement unless the lack of enforceability or invalidity has the effect of substantially changing the terms and conditions of this Agreement or operates in such a manner as to invalidate or defeat the primary purpose or objectives of this Agreement.

38. **SUCCESSORS AND ASSIGNS BOUND.** The covenants and conditions herein contained shall apply to bind the successors and assigns of the parties hereto.

39. **TIME OF THE ESSENCE.** Time is declared to be of the essence in this Agreement and each and every term and provision hereof.

40. **WAIVER.** The waiver by a party hereto of any term covenant or condition herein contained shall not be deemed to be a waiver of such term, condition,

covenant, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

41. **VENUE.** Any suit regarding enforcement or application of this Agreement shall be filed and prosecuted in the Kenai Venue District, Third Judicial District, State of Alaska.

42. **NO RIGHTS CONFERRED.** Nothing in this Agreement shall be construed to confer any right or cause of action or suit, either at law or in equity, upon any person, group of persons, firm, corporation or public officer, other than the parties signing this Agreement, and the Lessee/Operator shall have no authority to bind the Borough or create any liability on the Borough's part, unless expressly authorized in this Agreement.

43. **NON-COMPETITION.** The parties understand and agree that, except as authorized by the Borough Assembly after consideration by the SAB, SPHI and any successor organization shall not engage in any activities that compete with Hospital Service Area activities within the boundaries of the Service Area during the term of this Agreement, any extension thereof, and for a period of two years from the date the Agreement is terminated. Borough Assembly authorization of such activities may be in the form of a resolution unless an ordinance is otherwise required by law, and may be considered granted if the Assembly appropriates funds for such an activity. The parties agree that all activities performed by SPHI as of the date of execution of this Agreement are approved under this provision.

Nothing herein shall be deemed as precluding any person who serves or served as an officer or director of SPHI from engaging in the practice of medicine or other healthcare-related endeavors. However, no such person may use any "privileged or confidential information" whatsoever gained from their involvement with SPHI as an officer or director, to compete with SPHI or Service Area activities while serving as an officer or director, or for a period of two years from the date the person ends their service as an officer or director of SPHI, within the boundaries of the Service Area. "Privileged or confidential information" has the meaning defined in § 27 PUBLIC ACCESS ¶a Privileged or confidential information, above. Any information in the public domain or that becomes part of the public domain as a public record, pursuant to § 27 PUBLIC ACCESS ¶f Records, above, is not "privileged or confidential information."

44. **CONTRACT ADMINISTRATION.** The Borough Mayor is the Borough Contract Administrator under this Agreement. The President of SPHI is the administrator of this Agreement on behalf of SPHI.

45. **INTEGRATION.** This Agreement constitutes the entire agreement between the parties. This Agreement supersedes all previous communications, memoranda, correspondence, proposals, understandings, agreements and contracts,

both verbal and written, between these parties. Both parties specifically acknowledge that, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others. No oral statements or prior written material not specifically incorporated herein shall be recognized by either party or bind either party unless incorporated herein by amendment, such amendment to become effective on the date stipulated in such amendment. Further, this Agreement may not be enlarged, modified, amended, supplemented, or altered except by amendment pursuant to this Agreement.

KENAI PENINSULA BOROUGH

SOUTH PENINSULA HOSPITAL, INC.

By: *Mike Navarre*
Honorable Mike Navarre
Its: Mayor

By: *Julie Woodworth*
Julie Woodworth
Its: President, Board of Directors

Approved by KPB Ord. 2013-31
Date: September 17, 2013

Approved by SPHI Motion
Date: August 28, 2013

ATTEST:

By: *Jean Blauvelt*
Borough Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Scott G. ...*
Borough Attorney

By: *Robert Molloy*
Robert Molloy
SPHI Attorney

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 27th day of September, 2013, by Mike Navarre, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Pamela Highley
Notary Public for State of Alaska
My Commission Expires: 4-11-2017



STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 26 day of September, 2013, by Julie Woodworth, the President of South Peninsula Hospital, Inc., a non-profit corporation, for and on behalf of the corporation.

Linda J. Mishler
Notary Public for State of Alaska
My Commission Expires: 4/1/2016



CONSENT TO SUBLEASE

The City of Homer, Alaska, as Lessor under that certain Lease of Homer Hospital entered into on the 10th day of November, 1969, and amended March 17, 1999, October 31, 2005, and June 22, 2006, between the City of Homer and the Kenai Peninsula Borough (the "Lease"), hereby consents to the Sublease and Operating Agreement for South Peninsula Hospital set forth above and entered into on _____, 2013, between the Kenai Peninsula Borough and South Peninsula Hospital, Inc., upon the express conditions that (a) this Consent shall not be deemed a waiver or relinquishment of the covenant against assignment or subletting set forth in Section 14 of the lease; and (b) the City of Homer does not hereby consent to any further assignment or subletting of the premises; and (c) this Consent shall not release the Kenai Peninsula Borough from the full performance of the provisions of the Lease, as now existing or as may hereafter be amended.

Dated this _____ day of _____, 2013.

CITY OF HOMER ALASKA

By: _____

Its: _____

ATTEST:

City of Homer – City Clerk

ATTACHMENT A

SOUTH PENINSULA HOSPITAL, INC.

SELECTED PURCHASING POLICIES & PROCEDURES

1. **GENERAL POLICY:** South Peninsula Hospital purchases will comply in all respects with the Kenai Peninsula Borough (KPB) Purchasing Code as specified in the Sublease and Operating Agreement, including, but not limited to, applicable requirements for competitive bidding and non-discrimination.

2. **APPROVAL LEVELS:** Board or Borough approval of purchases is required as follows:

Position	Expenditure
BOD/SAB/ASSEMBLY	Budgeted capital purchases > \$250,000
BOD/SAB/ASSEMBLY	Unbudgeted capital purchases > \$100,000; reallocation of budgeted capital funds >\$25,000.
BOD/SAB/KPB	Unbudgeted capital purchases \geq \$100,000; reallocation of budgeted capital funds \leq \$25,000; capital leases; property leases
BOD	Capital purchases < \$100,000 with operating funds

Purchases will be made through the hospital's approved Group Purchasing Organizations (GPO) to the maximum extent possible.

When used, GPO contract numbers will be noted on purchasing requisition. When the GPO is not used, documentation of compliance with the KPB Purchasing Code will be provided.

3. **CAPITAL PURCHASE ITEMS:**

A. Capital purchases are defined as individual items which are greater than or equal to \$3,000 and with a useful life greater than 3 years.

B. Requisitions for capital items which require KPB funding and are not on the KPB-approved list must be accompanied by written authorization citing KPB approval. Additionally, the CFO or CEO must approve the requisition

before it is submitted to the SPH Purchasing Department.

C. All items on the KPB-approved capital list will be acquired by the SPH Purchasing Department except for specific construction projects or construction-related expenses. Purchases related to construction projects will be coordinated by the Support Services Division working with the KPB Public Works Department.

D. Approval Guidelines for items not available through GPO:

- a. Purchases below \$5,000 do not require bids; however bids may be obtained whenever it is advantageous to SPH.
- b. Purchases between \$5,000 and \$15,000 require informal bids.
- c. Purchases projected to be in excess of \$15,000 require formal bids and should have specifications drawn and appropriate advertising done.

E. South Peninsula Hospital will budget for operational and capital expenses through the annual budget process except for those items that may become necessary to purchase during the year to facilitate patient safety or cost savings or to meet a need that would be unnecessarily delayed by the budget process. Unbudgeted capital expenditures may be made from operating funds in accordance with the provisions of the Sublease and Operating Agreement and the Borough Purchasing Code as for budgeted capital expenditures. All unbudgeted capital expenditures from KPB funds will require KPB approval. Substitutions for items on the approved budget may not be made without KPB approval. Substitutions for line-item appropriations on the approved capital budget require Borough Assembly action for re-appropriation.

4. **CAPITAL LEASES AND PROPERTY LEASES:** Operating leases in excess of one year or \$100,000, capital leases and property leases will require approval by the SPHI Board and the KPB.

5. **REFERENCES:** Sublease & Operating Agreement; Kenai Peninsula Borough letter re: Group Purchasing Program, dated 06/14/2006.

A handwritten signature, possibly 'D', is written above a horizontal line. Below the line, the initials 'MN' are written.

ATTACHMENT B

KPB Statement of Procedures For Deposit or Withdrawal of Funds

Procedures for the deposit and withdrawal of non-appropriated enterprise fund plant replacement and expansion funds contractually managed by the hospital non-profit operating entities (CPGH, Inc. and SPH, Inc.) in the borough central investment pool.

Purpose:

Maximize interest earnings on non-appropriated funds the hospital non-profit operating entities have set aside for plant replacement and expansion. These funds are currently recorded on the books of the operator and the borough, are assets of the borough, are contractually managed by the non-profit operator, and are typically invested in overnight sweep accounts through the operator's primary bank. The borough central investment pool normally earns a higher rate of return than the bank sweep accounts. By depositing plant replacement and expansion funds in the borough central investment pool, hospital operators can expect to increase their investment income and increase the value of borough assets.

Exceptions:

This procedure will not apply to appropriated funds of the service area regardless of the source of funding.

Procedure:

The borough finance department will set up a separate general ledger account in the borough enterprise fund to track deposits, withdrawals and interest earnings. This account will be separate from the current general account that is used to track service area funded capital projects and administrative cost.

Not later than 10 days after the start of each calendar quarter, the hospital operator will submit a cash flow forecast to the borough showing any planned deposits into or withdrawals from the central investment pool during the subsequent 90 day period. This forecast will be used for planning purposes only and will not constitute a commitment on the part of the hospital operator or borough.

The hospital operator will determine the amount of funds to be transferred into or out of the central investment pool. It is expected that the transfer activity will be minimal because of the reserve nature of the hospital plant replacement and expansion funds. When the operator determines that a transfer should be made, the operator will notify the borough finance director of the amount, date, method and other necessary information to

complete the transfer. A minimum of one day notice will be required for deposits and three days for withdrawals.

In the case of a hospital deposit into the central investment pool, the hospital operator will initiate the transfer of funds from the operator's account into the borough designated sweep account. In the case of withdrawals from the central investment pool, the borough will initiate the transfer of funds from the borough sweep account into the operator designated account.

To the extent permitted by the lease and operating agreement, expenditures made directly by the operator for equipment will be accounted for by the hospital operator, with all equipment related payments made directly by the operator. The borough will transfer money from the hospital's general ledger account to the designated operator account to cover the expenditure with the required three days notice.

Interest earnings will be recorded to the hospital general ledger account at the end of each month. Interest allocation will be made to all accounts that held an equity position in the cash pool any time during the month. Interest allocations will be computed using a weighted-average of the monthly account balance, considering amount and time factors.

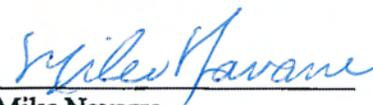
Recommended:



Craig Chapman
Director of Finance

9/27/2013
Date

Approved:



Mike Navarre
Mayor

9/27/13
Date

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Clerk/
4 Public Works Director

5 **RESOLUTION 13-104**

6
7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE
8 CONTRACT FOR THE HOMER NATURAL GAS CONVERSION
9 PROJECT PHASE I TO THE FIRM OF INTELLIGENT DESIGN, LLC OF
10 ANCHORAGE, ALASKA, IN THE AMOUNT OF \$56,776.00 AND
11 AUTHORIZING THE CITY MANAGER TO EXECUTE THE
12 APPROPRIATE DOCUMENTS.
13

14 WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was
15 advertised in the Homer News on September 12 and 19, 2013, the Peninsula Clarion on
16 September 15, 2013, sent to two in-state plans rooms, and posted on the Clerk's home page;
17 and
18

19 WHEREAS, Bids were due on October 8, 2013 and four bids were received; and
20

21 WHEREAS, Bids were opened and the firm of Intelligent Design, LLC of Anchorage,
22 Alaska, was determined to be the low responsive bidder and found to be qualified to
23 complete the work; and
24

25 WHEREAS, This award is not final until written notification is received by Intelligent
26 Design LLC from the City of Homer.
27

28 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
29 the contract award for the Natural Gas Conversion Project Phase I to the firm of Intelligent
30 Design LLC of Anchorage, Alaska, in the amount of \$56,776.00 and authorizes the City
31 Manager to execute the appropriate documents.
32

33 PASSED AND ADOPTED by the Homer City Council this 14th day of October, 2013.
34

35 CITY OF HOMER
36
37

38 _____
39 MARY E. WYTHE, MAYOR
40
41
42

43 ATTEST:

44

45

46 _____

47 JO JOHNSON, MMC, CITY CLERK

48

49 Fiscal Note: \$56,776.00 156-370 (Animal Shelter Reserve); 156-384 (City Hall Reserve); 156-388
50 (Airport Reserve); 156-390 (Library Reserve); 156-395 (Public Works Reserve); and 256-379
51 (Sewer Reserve).
52



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 13-143

To: Walt Wrede, City Manager

From: Dan Nelsen, Project Manager

Through: Carey Meyer, PW Director

Date: October 9, 2013

Subject: **Award of Construction Contract
Homer Natural Gas Conversion Project – Phase I**

On October 8, 2013 bids were opened for the Homer Natural Gas Conversion Project – Phase I. This work was advertised in the Homer News and the Peninsula Clarion during the month of September.

This project will consist of converting six City buildings to natural gas, including interior gas piping, installation of City provided boiler burners, abandonment of existing fuel systems / tank and misc. mechanical room modifications.

Four responsive bids were received:

Intelligent Design, LLC	\$ 56,776
Weldin Construction	\$ 97,460
Norcoast Mechanical	\$ 118,516
Udelhoven	\$ 200,448

Engineer's Estimate	\$ 38,272
---------------------	-----------

Recommendation:

City Council pass a resolution awarding the construction contract for the Homer Natural Gas Conversion Project – Phase I in the amount of \$57,776.00 to **Intelligent Design, LLC** of Anchorage, Alaska, and authorizing the City Manager to execute all appropriate documents necessary to complete this project.

Fiscal Note:

156-370 (Animal Shelter Reserve)

156-384 (City Hall Reserve)

156-388 (Airport Reserve)

156-390 (Library Reserve)

156-395 (Public Works Reserve)

256-379 (Sewer Reserve)

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Clerk/
4 Public Works Director

5 **RESOLUTION 13-105**
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE
8 BID FOR THE SNOW REMOVAL AND SANDING SERVICES 2013/14,
9 2014/15, AND 2015/16 TO THE FIRM OF GREGOIRE
10 CONSTRUCTION OF HOMER, ALASKA, IN THE AMOUNT OF
11 \$450.00 PER SNOW PLOW/TRIP; \$450.00 PER SANDING/TRIP;
12 TOTAL/TRIP \$900.00 AND AUTHORIZING THE CITY MANAGER TO
13 EXECUTE THE APPROPRIATE DOCUMENTS.
14

15 WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was
16 advertised in the Homer News on September 12 and 19, 2013 and posted on the Clerk's home
17 page; and
18

19 WHEREAS, Bids were due on September 30, 2013 and two bids were received; and
20

21 WHEREAS, Bids were opened and the firm of Gregoire Construction of Homer, Alaska,
22 was determined to be the low responsive bidder and found to be qualified to complete the
23 work; and
24

25 WHEREAS, This award is not final until written notification is received by Gregoire
26 Construction from the City of Homer.
27

28 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
29 the contract award for the Snow Removal and Sanding Services 2013/14, 2014/15, and
30 2015/16 to the firm of Gregoire Construction of Homer, Alaska, in the amount of \$450.00 per
31 Snow Plow/Trip; \$450.00 per Sanding/Trip; Total/Trip \$900.00 and authorizes the City
32 Manager to execute the appropriate documents.
33

34 PASSED AND ADOPTED by the Homer City Council this 14th day of October, 2013.
35

36 CITY OF HOMER
37

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39 _____
40 MARY E. WYTHER, MAYOR
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ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: \$450.00 per Snow Plow/Trip; \$450.00 per Sanding/Trip; Total/Trip \$900.00; Fire 100.0150.5210; Police 100.0160.5244; City Hall 100.0140.5210; Library 100.0145.5244; and Pratt Museum 100.0000.1158.



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 13-144

TO: Walt Wrede, City Manager
FROM: Carey Meyer, Public Works Director
DATE: Monday, September 30, 2013
SUBJECT: **SNOW REMOVAL & SANDING SERVICES 2013-2016**

On September 30, 2013 bids were opened for the above three-year renewable service contract. This work was advertised in the Homer News on 9/12 & 9/19/2013. This service contract provides snow plowing and sanding services for City Hall, Fire Department, Police Department, Public Library and the Pratt Museum.

Two bids were received from qualified firms. The bid results were totaled per citywide trip and the results are.

Firm Name	Snow Plow/Trip	Sanding/Trip	Total/Trip
Gregoire Construction	\$ 450.00	\$ 450.00	\$ 900.00
Wolverine Rock and Dirt	\$ 630.00	\$ 450.00	\$ 1080.00

RECOMMENDATION: The City Council pass a resolution awarding the 2013~2016 Snow Removal & Sanding Services Contract to Gregoire Construction of Homer, Alaska, and authorize the City Manager to execute the appropriate documents.

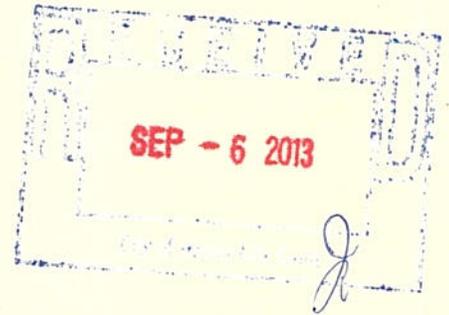
Fiscal Note:

Account Nos.:

Fire	100.0150.5210
Police	100.0160.5244
City Hall	100.0140.5210
Library	100.0145.5244
Pratt Museum	100.0000.1158

INVITATION TO BID

**By the City of Homer, Alaska
for
SNOW REMOVAL AND SANDING SERVICES
2013/14, 2014/15, 2015/16**



Sealed Bids will be received by the Office of the City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603 until **2:00 p.m. on September 30, 2013** at which time they will be publicly opened and read. Bids received after the time specified will be considered non-responsive shall not be considered.

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to perform the work. The work includes, but is not limited to the following:

The plowing and sanding of five (5) parking lots and associated sidewalks. Areas of work consist of the Fire Department, the Police Department, City Hall, the Library, and the Pratt Museum.

Please direct all questions regarding this project to:

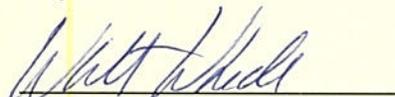
Richard Hill
Public Works Superintendent
3575 Heath Street
Homer, Alaska 99603
(907) 435-3129
(907) 235-3170

Proposal Requirements and plan holder registration forms are available on line at <http://www.cityofhomer-ak.gov/rfps> **All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.**

The City of Homer reserves the right to accept or reject any or all bids, and to waive irregularities or informalities in the bids, and to award the contract to the bidder that best meets the aforementioned criteria. The City shall not accept faxed bids.

Dated this 6th day of September, 2013.

City of Homer


Walt Wrede, City Manager

Publish: Homer News 09/12/13 & 09/19/13
Acct. Nos.: City Hall 100-140-5227; Library 100-145-5227; Fire 100-150-5227;
Police 100-160-5227; Pratt Museum 100-0350-5801

CITY OF HOMER
 BID TALLY SHEET

PROJECT: ITB Snow Removal and Sanding Services 2013-2016
 DUE DATE & TIME: September 30, 2013 2:00 p.m.
 CITY CLERK'S OFFICE

BIDDER NO.	BIDDER NAME & ADDRESS	Location/ Snow Removal /Sanding Per Trip
1.	Wolverine Rock & Dirt PO Box 2043 Homer, AK 99603	Fire Dept \$ 70 / \$70 Police Dept. \$ 50 / \$50 City Hall \$120 / \$90 Public Library \$210 / \$120 Pratt Museum \$180 / \$120
2.	Gregoire Construction PO Box 2372 Homer, AK 99603	Fire Dept \$90 / \$90 Police Dept \$90 / \$90 City Hall \$90 / \$90 Public Library \$90 / \$90 Pratt Museum \$90 / \$90
3.		
4.		

Staff Present: Richard Hill, Public Works Superintendent; Jo Earls, Accounting Technician; Melissa Jacobsen, Deputy City Clerk

Comments: _____



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 13-140

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: JO JOHNSON, MMC, CITY CLERK

DATE: OCTOBER 7, 2013

SUBJECT: TRAVEL AUTHORIZATION FOR MAYOR WYTHE AND COUNCILMEMBER ZAK TO ATTEND THE ALASKA MUNICIPAL LEAGUE 63RD ANNUAL LOCAL GOVERNMENT CONFERENCE IN ANCHORAGE, ALASKA, NOVEMBER 18 - 22, 2013.

Mayor Beth Wythe and Councilmember Bryan Zak would like to attend the Alaska Municipal League (AML) 63rd Annual Local Government Conference in Anchorage, Alaska, November 18 – 22, 2013.

The AML is a voluntary, nonprofit, nonpartisan, statewide organization of 140 cities, boroughs, and unified municipalities, representing over 97 percent of Alaska's residents. Originally organized in 1950, the League of Alaska Cities became the Alaska Municipal League in 1962 when boroughs joined the League.

Meetings include Alaska Conference of Mayors, board committees and meeting with Legislators.

Cost estimates for travel include round trip airfare from Homer to Anchorage at \$280.00 and room rates at \$100.00 per night. Per diem is \$58.00 per day, for three meals.

For FY 2013 Council budgeted \$3,500 for transportation and \$2,500 for subsistence. To date \$1,926.94 has been expended from Transportation Acct. No. 100.0100.5236, leaving a balance of \$1,573.76; and \$358.31 has been expended from Subsistence Acct. No. 100.0100.5237, with a balance of \$2,141.69 remaining.

RECOMMENDATION:

Discuss the travel and if approved allocate funds for transportation.

Fiscal Note: Mayor and Council 2013 Budget: 100.0100.5236 - Transportation: \$3,500.00 and 100.0100.5237 - Subsistence: \$2,500.00.



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 13-141

TO: MAYOR AND CITY COUNCIL

FROM: JO JOHNSON, MMC, CITY CLERK

DATE: OCTOBER 7, 2013

SUBJECT: VACATE THE WEST HALF OF THE 80-FOOT WIDE PUBLIC USE EASEMENT THAT EXTENDS THROUGH THE EAST PORTION OF LOT 38, BUNNELL'S SUBDIVISION. SAID PLAT BUNNELL'S SUBDIVISION IS RECORDED IN THE SELDOVIA RECORDING DISTRICT. SAID EASEMENT WAS CREATED IN 1970 AND RECORDED IN BOOK 60 PAGE 230-234 HOMER RECORDING DISTRICT (HRD), AND IS APPLIED TO THE SUBJECT PROPERTY BY THE APPLICANT NOTE PAGE 230 OF BOOK 60 HRD DESCRIBING PROPERTY BY PARCEL NO. 175-142-13, AND AS LOT 28 OF BUNNELL'S SUBDIVISION. SAID EASEMENT IS FURTHER SHOWN AS EASEMENT 21 WITHIN SAID BOOK 60 PAGE 234 HRD. ALL PROPERTY LIES WITHIN SECTION 19, TOWNSHIP 6, RANGE 13 WEST, SEWARD MERIDIAN, ALASKA, WITHIN THE CITY OF HOMER AND THE KENAI PENINSULA BOROUGH, KPB FILE 2013-132; LOCATION: CITY OF HOMER.

At their September 23, 2013 meeting the Kenai Peninsula Borough Planning Commission approved vacation of the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38, Bunnell's Subdivision. Said Plat Bunnell's Subdivision is recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the applicant note Page 230 OF BOOK 60 HRD describing property by Parcel No. 175-142-13, and as Lot 28 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6, Range 13 West, Seward Meridian, Alaska, within the City of Homer and the Kenai Peninsula Borough, KPB File 2013-132; Location: City of Homer.

Notice of vacation was received on September 29, 2013 by mail. Per AS 29.40.140 no vacation of a City right-of-way and/or easement may be made without the consent of the City Council.

The City Council has thirty days from September 23, 2013 in which to veto the decision of the Kenai Peninsula Borough Planning Commission.

The Homer Advisory Planning Commission has no objection to granting this vacation as is reflected in the minutes of July 17, 2013, Staff Report PL 13-56, Right of Way Easement Vacation, 202 E. Pioneer Ave., Lot 38, Bunnell's Subdivision.

RECOMMENDATION:

Voice non objection and consent to the vacation of the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38, Bunnell's Subdivision. Said Plat Bunnell's Subdivision is recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the applicant note Page 230 OF BOOK 60 HRD describing property by Parcel No. 175-142-13, and as Lot 28 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6, Range 13 West, Seward Meridian, Alaska, within the City of Homer and the Kenai Peninsula Borough, KPB File 2013-132; Location: City of Homer.

Fiscal Note: N/A



KENAI PENINSULA BOROUGH

PLANNING DEPARTMENT

144 North Binkley Street • Soldotna, Alaska 99669-7520

PHONE: (907) 714-2200 • FAX: (907) 714-2378

Toll-free within the Borough: 1-800-478-4441, Ext. 2200

www.borough.kenai.ak.us

MIKE NAVARRE
BOROUGH MAYOR

SEP 29 2013

September 26, 2013

Homer City Council
491 East Pioneer Avenue
Homer, AK 99603-7645

RE: Vacate the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision. Said plat Bunnell's Subdivision is recorded as plat HM 0049, was prepared in 1944 and originally recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the application note Page 230 of Book 60 HRD describing property by Parcel No. 175-142-13, and as Lot 38 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6 South, Range 13 West, Seward Meridian, Alaska; within the City of Homer and the Kenai Peninsula Borough; KPB File 2013-132; Location: City of Homer

Dear Homer City Council Members:

In accordance with AS 29.40.140, no vacation of a city right-of-way and/or easement may be made without the consent of the city council. The KPB Planning Commission approved the referenced vacation during their regularly scheduled meeting of September 23, 2013. This petition is being sent to you for your consideration and action.

The City Council has 30 days from September 23, 2013 in which to veto the decision of the Planning Commission. If no veto is received from the Council within the 30-day period, the decision of the Planning Commission will stand.

Attached are draft, unapproved minutes of the pertinent portion of the meeting and other related materials.

Sincerely,

Max J. Best
Planning Director

MJB:pdh

Attachments

Handwritten text at the top of the page, possibly a header or title, which is mostly illegible due to fading.

Main body of handwritten text, consisting of several lines of cursive script. The text is very faint and difficult to decipher.

Continuation of handwritten text in the middle section of the page. The script remains consistent with the rest of the document.

Final section of handwritten text at the bottom of the page, appearing to be a conclusion or signature area.



KENAI PENINSULA BOROUGH

PLANNING DEPARTMENT

144 North Binkley Street • Soldotna, Alaska 99669-7520

PHONE: (907) 714-2200 • FAX: (907) 714-2378

Toll-free within the Borough: 1-800-478-4441, Ext. 2200

www.borough.kenai.ak.us

MIKE NAVARRE
BOROUGH MAYOR

September 26, 2013

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF DECISION

MEETING OF SEPTEMBER 23, 2013

RE: Vacate the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision. Said plat Bunnell's Subdivision is recorded as plat HM 0049, was prepared in 1944 and originally recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the application note Page 230 of Book 60 HRD describing property by Parcel No. 175-142-13, and as Lot 38 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6 South, Range 13 West, Seward Meridian, Alaska; within the City of Homer and the Kenai Peninsula Borough; KPB File 2013-132; Location: City of Homer

The Kenai Peninsula Borough Planning Commission granted conditional approval of the proposed vacation during their regularly scheduled meeting of September 23, 2013 based on the following findings of fact.

Findings

1. Lot 38 Bunnell's Subdivision is within the City of Homer.
2. In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD).
3. The legal description of the easement recorded in Book 60 Pages 230-234 HRD would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38 Bunnell's Subdivision.
4. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.
5. On July 17, 2013, Homer Advisory Planning Commission approved vacation of the easement that may affect Lot 38 Bunnell's Subdivision per the public use easement recorded in Book 60 Pages 230-234.
6. On July 17, 2013, Homer Advisory Planning Commission approved replacing the public use easement apparently affecting Lot 38 per Book 60 Pages 230-234 with a 20-foot utility easement.
7. Sufficient rights-of-way exist to serve surrounding properties.
8. No surrounding properties will be denied access.
9. Per the submittal, the right-of-way proposed for vacation is not in use for access.
10. Per the submittal, the right-of-way proposed for vacation has not been constructed.
11. Homer Electric Association has existing facilities within the public use easement proposed to be vacated.
12. ENSTAR submitted a statement of no comments, recommendations, or objections.
13. Written comments from ACS and GCI were not available when the staff report was prepared.

1987年12月25日

1987年12月25日

1987年12月25日

1987年12月25日

1987年12月25日

Conditions

1. Granting a 20-foot utility easement in lieu of the 40-foot public use easement proposed to be vacated.
2. For the 20-foot utility easement on the eastern boundary:
 - a) Provide written confirmation and acceptance from Homer Electric Association that a 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision will meet their utility requirements, and
 - b) Written acknowledgement from HEA that the 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision can be used by other utility providers, and
 - c) Written confirmation from HEA will be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
3. Providing written comments from Alaska Communications System (ACS) and GCI to be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
4. The KPB Planning Department is responsible for recording KPBPC Resolution 2013-18.
5. The petitioners are responsible for providing the recording fee for KPBPC Resolution 2013-18 to the KPB Planning Department.

In accordance with AS 29.40.140, no vacation of a city right-of-way and/or easement may be made without the consent of the city council. The proposed vacation has been forwarded to the Homer City Council. The City Council has 30 days from September 23, 2013 in which to veto the decision of the Planning Commission. If no veto is received from the Council within the 30-day period, the decision of the Commission will stand.

Please contact the Homer City Office to verify the date the subject vacation will be reviewed by the Council.

This notice and unapproved minutes of the subject portion of the meeting were sent September 26, 2013 to:

Homer City Council
491 East Pioneer Avenue
Homer, AK 99603-7645

Homer Advisory Planning Commission
491 East Pioneer Avenue
Homer, AK 99603-7645

Karin Marks
202 W. Pioneer Ave #A
Homer, AK 99603-7526

City of Homer
491 East Pioneer Avenue
Homer, AK 99603-7645

James & Lynette Sutton
PO Box 146
Stinson Beach, CA 94970-0146

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

In the second section, the author details the various methods used to collect and analyze the data. This includes both manual and automated processes. The goal is to ensure that the data is as accurate and reliable as possible.

The third part of the document focuses on the results of the analysis. It shows that there is a clear trend in the data, which is consistent with the initial hypothesis. This finding is significant and warrants further investigation.

Finally, the document concludes with a summary of the findings and a list of recommendations. It suggests that the current methods are effective but could be improved in certain areas. The author also notes that the data is still being analyzed and that more results will be shared in the future.

The following table provides a detailed breakdown of the data collected during the study. It shows the number of transactions for each category and the total amount involved.

Category	Number of Transactions	Total Amount
Category A	120	\$15,000
Category B	80	\$10,000
Category C	50	\$7,500
Category D	30	\$4,500
Category E	20	\$3,000
Total	300	\$39,000

The data indicates that Category A is the most frequent and highest-valued category. This suggests that it is a key area of focus for the organization.

AGENDA ITEM F. PUBLIC HEARINGS

2. Vacate the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision. Said plat Bunnell's Subdivision is recorded as plat HM 0049, was prepared in 1944 and originally recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the application note Page 230 of Book 60 HRD describing property by Parcel No. 175-142-13, and as Lot 38 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6 South, Range 13 West, Seward Meridian, Alaska; within the City of Homer and the Kenai Peninsula Borough; KPB File 2013-132; Location: City of Homer

Staff Report given by Max Best

PC Meeting: 9/23/13

Purpose as stated in petition: The decision by the city and borough that Swatzell Street will not be built to reach and dump out on Pioneer Avenue means that the general public easement is no longer necessary.

Petitioners: Karin J. Marks and James H. & Lynette S. Sutton of Homer, Alaska

Notification:

Public notice appeared in the September 12 and September 19, 2013 issues of the Homer News.

Twenty-two certified mailings were sent to owners of property within 300 feet of the parcels. Twenty receipts have been returned.

Sixteen regular mailings were sent to agencies and interested parties. Six notices were sent to KPB Departments. Notices were mailed to the Homer Post Office and Homer Community Library to be posted in public locations. The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ENSTAR: No comments, recommendations, or objections.

Homer Advisory Planning Commission: The proposed vacation was reviewed on July 17, 2013. After hearing public comments, the Commission approved the proposed vacation subject to retaining a 20-foot utility easement.

Homer Electric Association: Request 10-foot utility easement/underground line.

KPB Floodplain Administrator: This location is not within the KPB regulatory floodplain. Contact the city related to floodplain concerns. [*KPB Platting Staff Note: Per the Homer City staff report, the property is within Zone D, flood hazards undetermined.*]

Staff Discussion:

In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD). The description of the easement indicates it begins 507 feet west of the one-quarter common to Sections 19 and 20, Township 6 South, Range 13 West, Seward Meridian, Alaska and extends north to the centerline of Pioneer Avenue. The easement would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38. The apparent conflict in the easement document created a cloud on the title of Lot 38.

Swatzell Street is a partially dedicated 60-foot right-of-way off West Fairview Avenue that narrows to a 30-foot

width adjoining Lots 27B, 28B, 44, and 45 to the north of subject lot. There is an approximate 200-foot gap in Swatzell Street right-of-way adjoining Lots 29-A, 30-A, 46, and 47. Swatzell Street continues as a 30-foot dedication along the western boundary of Lot A-1 (the church property) and ends as an open ended right-of-way at the northeastern boundary of Lot 38.

Swatzell Street is included in the Homer 1986 Master Streets and Roads Plan and the 2005 Homer Transportation Plan. Logically, at some point Swatzell Street would be extended to West Pioneer Avenue. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.

Homer Advisory Planning Commission concurred with city staff, and based on three findings agreed to vacate the public right-of-way easement, which existed on Lot 38 according to the recorded easement document, and grant a 20-foot utility easement in its place.

Per KPBPC Resolution 2009-30, a 30-foot utility easement extends from the northwestern corner of Lot 53A1 and follows its western boundary to West Pioneer Avenue. This 30-foot utility easement also extends into Lot 52A1.

Written comments from ACS and GCI were not available when the staff report was prepared.

Findings:

1. Lot 38 Bunnell's Subdivision is within the City of Homer.
2. In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD).
3. The legal description of the easement recorded in Book 60 Pages 230-234 HRD would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38 Bunnell's Subdivision.
4. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.
5. On July 17, 2013, Homer Advisory Planning Commission approved vacation of the easement that may affect Lot 38 Bunnell's Subdivision per the public use easement recorded in Book 60 Pages 230-234.
6. On July 17, 2013, Homer Advisory Planning Commission approved replacing the public use easement apparently affecting Lot 38 per Book 60 Pages 230-234 with a 20-foot utility easement.
7. Sufficient rights-of-way exist to serve surrounding properties.
8. No surrounding properties will be denied access.
9. Per the submittal, the right-of-way proposed for vacation is not in use for access.
10. Per the submittal, the right-of-way proposed for vacation has not been constructed.
11. Homer Electric Association has existing facilities within the public use easement proposed to be vacated.
12. ENSTAR submitted a statement of no comments, recommendations, or objections.
13. Written comments from ACS and GCI were not available when the staff report was prepared.

STAFF RECOMMENDATION: Based on the above findings, staff recommends approval of the vacation as petitioned, subject to:

1. Granting a 20-foot utility easement in lieu of the 40-foot public use easement proposed to be vacated.
2. For the 20-foot utility easement on the eastern boundary:
 - a) Provide written confirmation and acceptance from Homer Electric Association that a 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision will meet their utility requirements, and
 - b) Written acknowledgement from HEA that the 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision can be used by other utility providers, and

- c) Written confirmation from HEA will be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
3. Providing written comments from Alaska Communications System (ACS) and GCI to be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
4. The KPB Planning Department is responsible for recording KPBPC Resolution 2013-18.
5. The petitioners are responsible for providing the recording fee for KPBPC Resolution 2013-18 to the KPB Planning Department.

If the vacation is approved, the Homer City Council has thirty days in which they may veto Planning Commission approval of the vacation.

DENIAL OF A VACATION PETITION IS A FINAL ACT FOR WHICH NO FURTHER CONSIDERATION SHALL BE GIVEN BY THE KENAI PENINSULA BOROUGH. APPEALS TO PLANNING COMMISSION DENIAL OF A VACATION MUST BE TAKEN WITHIN THIRTY (30) DAYS TO SUPERIOR COURT AT KENAI, ALASKA PURSUANT TO PART VI OF THE ALASKA RULES OF APPELLATE PROCEDURES. [20.28.110 AS AMENDED BY KENAI PENINSULA BOROUGH ORDINANCE 99-43].

END OF STAFF REPORT

Chairman Bryson opened the meeting for public comment.

1. Karin Marks
Ms. Marks was one of the petitioners and was in agreement with the staff report and the Homer Advisory Planning Commission recommendations. She was available to answer questions.

Chairman Bryson asked if there were questions for Ms. Marks. Hearing none the public hearing continued.

Seeing and hearing no one else wishing to speak, Chairman Bryson closed the public comment period and opened discussion among the Commission.

MOTION: Commissioner Ruffner moved, seconded by Commissioner Foster to approve KPB Planning Commission Resolution 2013-18 thereby granting the vacation as petitioned citing the following findings of fact and subject to the listed conditions.

Findings

1. Lot 38 Bunnell's Subdivision is within the City of Homer.
2. In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD).
3. The legal description of the easement recorded in Book 60 Pages 230-234 HRD would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38 Bunnell's Subdivision.
4. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.
5. On July 17, 2013, Homer Advisory Planning Commission approved vacation of the easement that may affect Lot 38 Bunnell's Subdivision per the public use easement recorded in Book 60 Pages 230-234.
6. On July 17, 2013, Homer Advisory Planning Commission approved replacing the public use easement apparently affecting Lot 38 per Book 60 Pages 230-234 with a 20-foot utility easement.
7. Sufficient rights-of-way exist to serve surrounding properties.
8. No surrounding properties will be denied access.
9. Per the submittal, the right-of-way proposed for vacation is not in use for access.
10. Per the submittal, the right-of-way proposed for vacation has not been constructed.
11. Homer Electric Association has existing facilities within the public use easement proposed to be

- vacated.
12. ENSTAR submitted a statement of no comments, recommendations, or objections.
 13. Written comments from ACS and GCI were not available when the staff report was prepared.

Conditions

1. Granting a 20-foot utility easement in lieu of the 40-foot public use easement proposed to be vacated.
2. For the 20-foot utility easement on the eastern boundary:
 - a) Provide written confirmation and acceptance from Homer Electric Association that a 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision will meet their utility requirements, and
 - b) Written acknowledgement from HEA that the 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision can be used by other utility providers, and
 - c) Written confirmation from HEA will be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
3. Providing written comments from Alaska Communications System (ACS) and GCI to be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
4. The KPB Planning Department is responsible for recording KPBPC Resolution 2013-18.
5. The petitioners are responsible for providing the recording fee for KPBPC Resolution 2013-18 to the KPB Planning Department.

VOTE: The motion passed by unanimous consent.

BRYSON YES	CARLUCCIO YES	COLLINS YES	ECKLUND ABSENT	FOSTER YES	GROSS YES	HOLSTEN YES
ISHAM YES	LOCKWOOD YES	MARTIN YES	RUFFNER YES	TAURIAINEN YES	WHITNEY YES	12 YES 1 ABSENT

AGENDA ITEM F. PUBLIC HEARINGS

3. Rename existing streets in conjunction with the Enhanced 911 Street Naming and Addressing Methods within the Kenai Peninsula Borough. Streets under consideration at this meeting are described as follows:
 - a. Skyline Dr (South of Jefferson Ave) named by KN0740046 Alexander W Wilson Homestead Subdivision; T 4N R11W SECTION 12; Seward Meridian, AK; off of Isaak Rd in the Kalifornsky Community; ESN 302

Staff Report given by Carrie Henson

PC MEETING 09/23/2013

Applicant: Kenai Peninsula Borough

Existing right-of-way names: Skyline Dr (South of Jefferson Ave)

Name proposed by staff: Welkin St

Reason for Change: Jump Street

Background:

Name	Skyline Dr
ESN	302
Community	Kalifornsky
YR Named	1974
Constructed	Partially
Total Lots	10



KENAI PENINSULA BOROUGH

PLANNING DEPARTMENT

144 North Binkley Street • Soldotna, Alaska 99669-7520

PHONE: (907) 714-2200 • **FAX:** (907) 714-2378

Toll-free within the Borough: 1-800-478-4441, Ext. 2215

www.borough.kenai.ak.us

MIKE NAVARRE
BOROUGH MAYOR

September 26, 2013

Karin Marks
202 W. Pioneer Ave #A
Homer, AK 99603-7526

RE: Vacate the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision. Said plat Bunnell's Subdivision is recorded as plat HM 0049, was prepared in 1944 and originally recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the application note Page 230 of Book 60 HRD describing property by Parcel No. 175-142-13, and as Lot 38 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6 South, Range 13 West, Seward Meridian, Alaska; within the City of Homer and the Kenai Peninsula Borough; KPB File 2013-132; Location: City of Homer

Dear Ms. Marks:

Based on the following findings of fact, the Kenai Peninsula Borough Planning Commission adopted KPB Planning Commission Resolution 2013-18 thereby granting conditional approval of the vacation as petitioned during their regularly scheduled September 23, 2013 meeting.

Findings

1. Lot 38 Bunnell's Subdivision is within the City of Homer.
2. In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD).
3. The legal description of the easement recorded in Book 60 Pages 230-234 HRD would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38 Bunnell's Subdivision.
4. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.
5. On July 17, 2013, Homer Advisory Planning Commission approved vacation of the easement that may affect Lot 38 Bunnell's Subdivision per the public use easement recorded in Book 60 Pages 230-234.
6. On July 17, 2013, Homer Advisory Planning Commission approved replacing the public use easement apparently affecting Lot 38 per Book 60 Pages 230-234 with a 20-foot utility easement.
7. Sufficient rights-of-way exist to serve surrounding properties.
8. No surrounding properties will be denied access.
9. Per the submittal, the right-of-way proposed for vacation is not in use for access.
10. Per the submittal, the right-of-way proposed for vacation has not been constructed.
11. Homer Electric Association has existing facilities within the public use easement proposed to be vacated.
12. ENSTAR submitted a statement of no comments, recommendations, or objections.
13. Written comments from ACS and GCI were not available when the staff report was prepared.

The following conditions can be addressed at any time.

Conditions

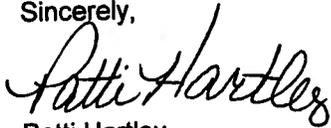
1. Granting a 20-foot utility easement in lieu of the 40-foot public use easement proposed to be vacated.
2. For the 20-foot utility easement on the eastern boundary:
 - a) Provide written confirmation and acceptance from Homer Electric Association that a 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision will meet their utility requirements, and
 - b) Written acknowledgement from HEA that the 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision can be used by other utility providers, and
 - c) Written confirmation from HEA will be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
3. Providing written comments from Alaska Communications System (ACS) and GCI to be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
4. The KPB Planning Department is responsible for recording KPBPC Resolution 2013-18.
5. The petitioners are responsible for providing the recording fee for KPBPC Resolution 2013-18 to the KPB Planning Department.

In accordance with AS 29.40.140, no vacation of a city right-of-way and/or easement may be made without the consent of the city council. The proposed vacation has been forwarded to the Homer City Council. The City Council has 30 days from September 23, 2013 in which to veto the decision of the Planning Commission. If no veto is received from the Council within the 30-day period, the decision of the Commission will stand.

Our office is responsible for recording the resolution. Please send a check to this office for \$27.00 made payable to the **State of Alaska Department of Natural Resources**. Resolution 2013-18 will be recorded promptly after the approval from the Homer City Council and that the necessary conditions are met. Please do not bring cash to the department for the recording and conformed copy fees.

To ensure timely recording of this document, please send your check to our office (Planning Department, 144 North Binkley, Soldotna, Alaska 99669) no later than November 1, 2013. A return envelope is provided for your convenience.

Sincerely,



Patti Hartley
Administrative Assistant

Enclosures

AGENDA ITEM E. PUBLIC HEARINGS

2. Vacate the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision. Said plat Bunnell's Subdivision is recorded as plat HM 0049, was prepared in 1944 and originally recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the application note Page 230 of Book 60 HRD describing property by Parcel No. 175-142-13, and as Lot 38 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD. All property lies within Section 19, Township 6 South, Range 13 West, Seward Meridian, Alaska; within the City of Homer and the Kenai Peninsula Borough; KPB File 2013-132; Location: City of Homer

STAFF REPORT

PC Meeting: 9/23/13

Purpose as stated in petition: The decision by the city and borough that Swatzell Street will not be built to reach and dump out on Pioneer Avenue means that the general public easement is no longer necessary.

Petitioners: Karin J. Marks and James H. & Lynette S. Sutton of Homer, Alaska

Notification:

Public notice appeared in the September 12 and September 19, 2013 issues of the Homer News.

Twenty-two certified mailings were sent to owners of property within 300 feet of the parcels. Twenty receipts have been returned.

Sixteen regular mailings were sent to agencies and interested parties. Six notices were sent to KPB Departments. Notices were mailed to the Homer Post Office and Homer Community Library to be posted in public locations. The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

Comments Received:

ENSTAR: No comments, recommendations, or objections.

Homer Advisory Planning Commission: The proposed vacation was reviewed on July 17, 2013. After hearing public comments, the Commission approved the proposed vacation subject to retaining a 20-foot utility easement.

Homer Electric Association: Request 10-foot utility easement/underground line.

KPB Floodplain Administrator: This location is not within the KPB regulatory floodplain. Contact the city related to floodplain concerns. [*KPB Platting Staff Note: Per the Homer City staff report, the property is within Zone D, flood hazards undetermined.*]

Staff Discussion:

In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD). The description of the easement indicates it begins 507 feet west of the one-quarter common to Sections 19 and 20, Township 6 South, Range 13 West, Seward Meridian, Alaska and extends north to the centerline of Pioneer Avenue. The easement would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38. The apparent conflict in the easement document created a cloud on the title of Lot 38.

Swatzell Street is a partially dedicated 60-foot right-of-way off West Fairview Avenue that narrows to a 30-foot

width adjoining Lots 27B, 28B, 44, and 45 to the north of subject lot. There is an approximate 200-foot gap in Swatzell Street right-of-way adjoining Lots 29-A, 30-A, 46, and 47. Swatzell Street continues as a 30-foot dedication along the western boundary of Lot A-1 (the church property) and ends as an open ended right-of-way at the northeastern boundary of Lot 38.

Swatzell Street is included in the Homer 1986 Master Streets and Roads Plan and the 2005 Homer Transportation Plan. Logically, at some point Swatzell Street would be extended to West Pioneer Avenue. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.

Homer Advisory Planning Commission concurred with city staff, and based on three findings agreed to vacate the public right-of-way easement, which existed on Lot 38 according to the recorded easement document, and grant a 20-foot utility easement in its place.

Per KPBPC Resolution 2009-30, a 30-foot utility easement extends from the northwestern corner of Lot 53A1 and follows its western boundary to West Pioneer Avenue. This 30-foot utility easement also extends into Lot 52A1.

Written comments from ACS and GCI were not available when the staff report was prepared.

Findings:

1. Lot 38 Bunnell's Subdivision is within the City of Homer.
2. In 1971 a public use easement 80 feet in width for use as a public right-of-way was granted to the City of Homer to construct, operate, and maintain public improvements and utilities (Book 60 Pages 230-234 HRD).
3. The legal description of the easement recorded in Book 60 Pages 230-234 HRD would not appear to affect Lot 38 Bunnell's Subdivision (HM 49) except that the easement document specifically states it does apply to Lot 38 Bunnell's Subdivision.
4. Per the July 17, 2013 Homer City staff report, the future intersection of Swatzell Street and Pioneer Avenue is too close to the existing intersection of Pioneer Avenue and Bartlett Street so Swatzell Street would not meet city road requirements if it were extended.
5. On July 17, 2013, Homer Advisory Planning Commission approved vacation of the easement that may affect Lot 38 Bunnell's Subdivision per the public use easement recorded in Book 60 Pages 230-234.
6. On July 17, 2013, Homer Advisory Planning Commission approved replacing the public use easement apparently affecting Lot 38 per Book 60 Pages 230-234 with a 20-foot utility easement.
7. Sufficient rights-of-way exist to serve surrounding properties.
8. No surrounding properties will be denied access.
9. Per the submittal, the right-of-way proposed for vacation is not in use for access.
10. Per the submittal, the right-of-way proposed for vacation has not been constructed.
11. Homer Electric Association has existing facilities within the public use easement proposed to be vacated.
12. ENSTAR submitted a statement of no comments, recommendations, or objections.
13. Written comments from ACS and GCI were not available when the staff report was prepared.

STAFF RECOMMENDATION: Based on the above findings, staff recommends approval of the vacation as petitioned, subject to:

1. Granting a 20-foot utility easement in lieu of the 40-foot public use easement proposed to be vacated.
2. For the 20-foot utility easement on the eastern boundary:
 - a) Provide written confirmation and acceptance from Homer Electric Association that a 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision will meet their utility requirements, and
 - b) Written acknowledgement from HEA that the 20-foot utility easement adjoining the eastern boundary of Lot 38 Bunnell's Subdivision can be used by other utility providers, and

- c) Written confirmation from HEA will be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
3. Providing written comments from Alaska Communications System (ACS) and GCI to be submitted to the KPB Planning Department prior to recording KPBPC Resolution 2013-18.
4. The KPB Planning Department is responsible for recording KPBPC Resolution 2013-18.
5. The petitioners are responsible for providing the recording fee for KPBPC Resolution 2013-18 to the KPB Planning Department.

If the vacation is approved, the Homer City Council has thirty days in which they may veto Planning Commission approval of the vacation.

DENIAL OF A VACATION PETITION IS A FINAL ACT FOR WHICH NO FURTHER CONSIDERATION SHALL BE GIVEN BY THE KENAI PENINSULA BOROUGH. APPEALS TO PLANNING COMMISSION DENIAL OF A VACATION MUST BE TAKEN WITHIN THIRTY (30) DAYS TO SUPERIOR COURT AT KENAI, ALASKA PURSUANT TO PART VI OF THE ALASKA RULES OF APPELLATE PROCEDURES. [20.28.110 AS AMENDED BY KENAI PENINSULA BOROUGH ORDINANCE 99-43].

END OF STAFF REPORT

**KENAI PENINSULA BOROUGH PLANNING COMMISSION
RESOLUTION 2013-18
HOMER RECORDING DISTRICT**

Vacate the west half of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision (HM 49). Bunnell's Subdivision (HM 49) prepared in 1944, originally recorded in the Seldovia Recording District. Said easement was created in 1970 and recorded in Book 60 Page 230-234 Homer Recording District (HRD), and is applied to the subject property by the application note Page 230 of Book 60 HRD describing property by Parcel No. 175-142-13, and as Lot 38 of Bunnell's Subdivision. Said easement is further shown as Easement 21 within said Book 60 Page 234 HRD

WHEREAS, Karin J. Marks and James H. And Lynette S. Sutton of Homer, Alaska have petitioned for vacation of a portion of a public use easement granted in Book 60 Pages 230-234 Homer Recording District affecting Lot 38 Bunnell's Subdivision (HM 49);

WHEREAS, Homer Advisory Planning Commission approved the subject vacation subject to granting a 20-foot utility easement in lieu of the vacated public use easement affecting Lot 38 Bunnell's Subdivision; and

WHEREAS, it has been determined by the Planning Commission on September 23, 2013 that all requirements have been met; and

WHEREAS, KPB 20.28 provides for the vacation of public rights-of-way and other public areas; and

WHEREAS, the easement was granted by document without the underlying transfer of ownership as in a platted dedication; and

WHEREAS, the vacation does not require replatting of any vacated area, and may be accomplished by a resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

Section 1: That the portion of the public use easement described above is hereby vacated.

Section 2: A 20-foot utility easement adjoining the eastern lot line of Lot 38 Bunnell's Subdivision (HM 49) is granted, replacing the 40-foot public use easement.

Section 3: That a sketch showing the public use easement area being vacated and the area being revised to a utility easement shall be recorded with this resolution, becoming Sheet 2 of 2.

Section 4: That this resolution is void if not recorded in the appropriate Recording District within 90 days of adoption.

Section 5: That this resolution becomes effective upon being properly recorded.

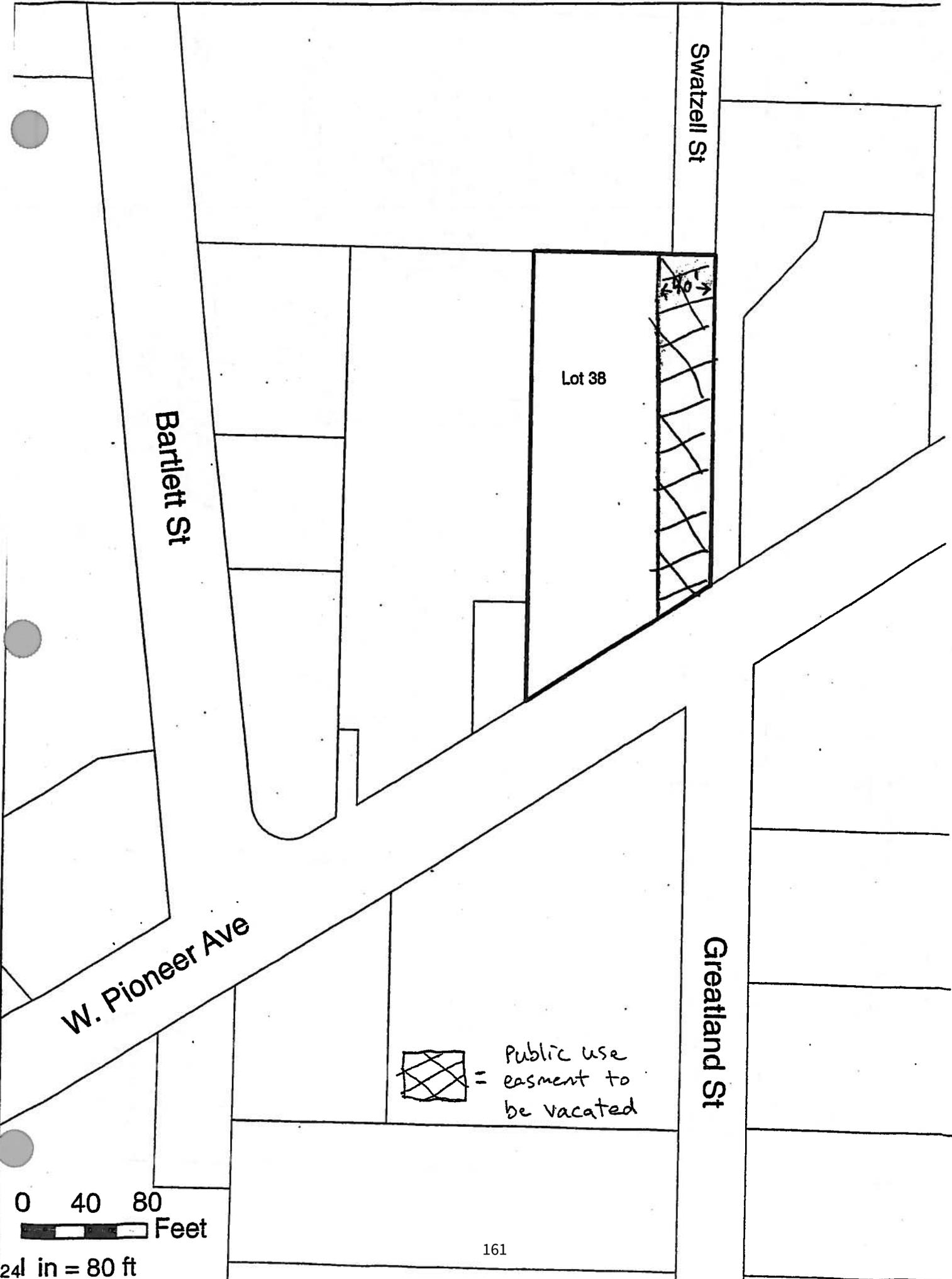
ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS
____ DAY OF _____, 2013.

Philip Bryson, Chairperson
Planning Commission

ATTEST:

Patti Hartley
Administrative Assistant

Please return to:
Planning Department
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, Alaska 99669-7520



Swatzell St

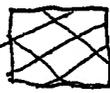
Bartlett St

Lot 38



Greatland St

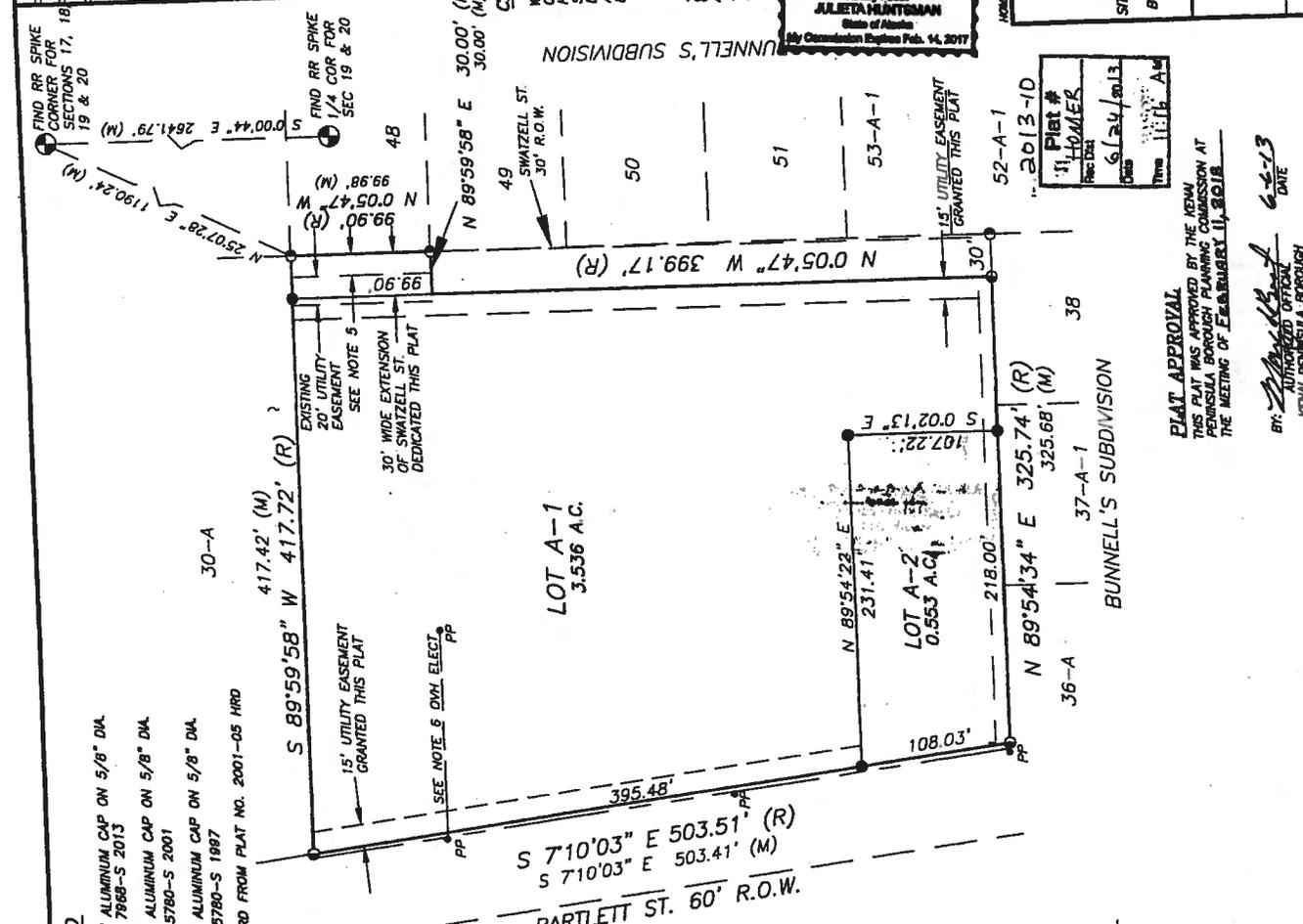
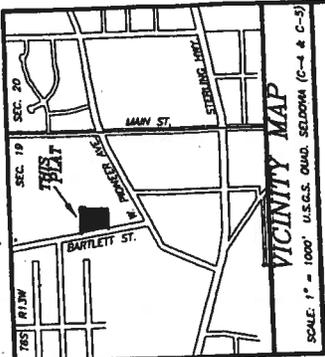
W. Pioneer Ave



= Public use easment to be vacated

0 40 80 Feet

24 in = 80 ft



LEGEND

- SET 2" ALUMINUM CAP ON 5/8" DIA. REBAR 7868-S 2013
- FIND 2" ALUMINUM CAP ON 5/8" DIA. REBAR 5780-S 2001
- FIND 2" ALUMINUM CAP ON 5/8" DIA. REBAR 5780-S 1987
- (R) RECORD FROM PLAT NO. 2001-05 HRD

WASTEWATER DISPOSAL
 PLANS FOR WASTEWATER DISPOSAL THAT MEET REGULATORY REQUIREMENTS ARE ON FILE AT THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
 Kenton T. Bloom, PLS 7468-S 5/29/2013
 KENTON T. BLOOM, PLS 7468-S

NOTES

1. NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN THE EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE SAID EASEMENT.
2. ALL WASTEWATER DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING APPLICABLE LAWS AT THE TIME OF CONSTRUCTION.
3. THIS SUBDIVISION IS SUBJECT TO THE ZONING REGULATIONS OF THE CITY OF HOMER.
4. BASIS OF BEARING IS THE RECORD RIGHT-OF-WAY FOR THE UTILITY STREET PLAT NO. 001-05 HRD ARE SHOWN FOR THE BOUNDARY OF THIS SUBDIVISION.
5. 15 FT WIDE PEDESTRIAN TRAIL EASEMENT TOGETHER WITH THE RIGHT TO MAINTAIN GRANTED TO THE CITY OF HOMER BY PLAT NO. 2001-05 HRD.
6. EXISTING OVERHEAD POWERLINE IS CENTERLINE OF 60 FT WIDE ELECTRICAL DISTRIBUTION EASEMENT.
7. THE FRONT 15' OF LOT 1-A ALONG THE EXISTING RIGHT-OF-WAY OF BARTLETT ST. IS A UTILITY EASEMENT GRANTED TO THE CITY OF HOMER.
8. SET A 2" SELF IDENTIFYING ALUMINUM CAP ON 5/8" x 30" LONG STEEL REBAR AT ALL LOT CORNERS UNLESS OTHERWISE SPECIFIED.

CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON AND WE HEREBY ADOPT THIS PLAT OF SUBDIVISION AND BY OUR FREE CONSENT DEDICATE ALL RIGHTS OF WAY AND PUBLIC AREAS TO PUBLIC USE, AND GRANT ALL EASEMENTS TO THE USE SHOWN HEREON.

[Signature]
 KENTON T. BLOOM
 KENTON T. BLOOM
 1044 EAST ROAD, SUITE A
 HOMER, ALASKA 99603

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF May 28th 2013.
 FOR: *[Signature]*
 NOTARY PUBLIC FOR ALASKA
 MY COMMISSION EXPIRES 2-14-17

BUNNELL'S SUBMISSION NO. 23
 NUMBER RECORDING DISTRICT KPB FILE NO. 2013-024
 A REPEAT OF TRACT A (PLAT #2001-05 HRD), BUNNELL'S SUB. NO. 19 SITUATED IN THE SE 1/4 NE 1/4, SEC 19, T6S, R13W, S14M, LOCATED WITHIN THE CITY OF HOMER BOROUGH THIRD JUDICIAL DISTRICT, STATE OF ALASKA CONTAINING 4.158 ACRES MORE OR LESS
SEABRIGHT SURVEY + DESIGN
 KENTON T. BLOOM, P.L.S.
 1044 EAST ROAD, SUITE A
 HOMER, ALASKA 99603
 (907) 235-4247
 DRAWN BY: KK CHKD BY: KB JOB #12-10
 DATE: 10/2012 SCALE: 1"=60' SHEET #1 OF 1

Plat # 2013-10
 REBAR 7468-S
 DATE 5/29/13
 TIME 11:16 AM

PLAT APPROVAL
 THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF FEBRUARY 11, 2013

BY: *[Signature]*
 AUTHORIZED OFFICIAL
 KENAI PENINSULA BOROUGH
 DATE 6-4-13



SCALE 1" = 60'



WASTEWATER DISPOSAL: Plans for wastewater disposal that meet regulatory requirements are on file at the Department of Environmental Conservation.
 Jerry A. Anderson 3686-S 08/25/06

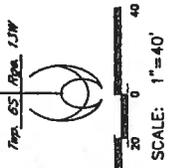
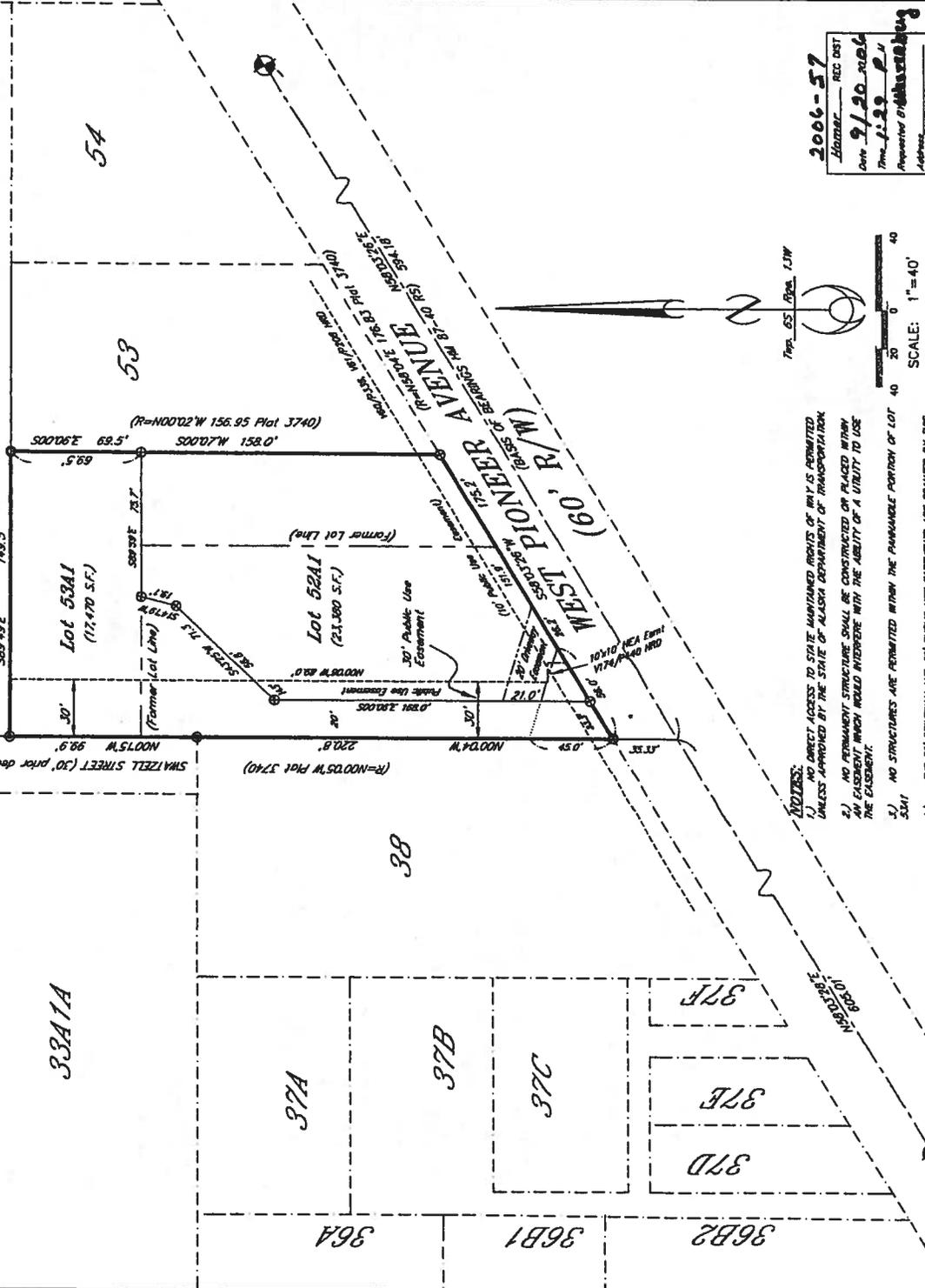
SYMBOL LEGEND

- Found Brass Cap Mon. LS-3696, 1907
- Found 1/2" rebar, source unknown
- ⊙ Found 5/8" rebar & Survey LS-5780
- ⊕ Set 1/2" capped rebar this Survey

51

STANDARD LEGEND

- Found Brass Cap Mon. LS-3696, 1907
- Found 1/2" rebar, source unknown
- ⊙ Found 5/8" rebar & Survey LS-5780
- ⊕ Set 1/2" capped rebar this Survey



- NOTES:**
- 1.) NO DIRECT ACCESS TO STATE MAINTAINED RIGHTS OF WAY IS PERMITTED UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION
 - 2.) NO PERMANENT STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN AN EASEMENT WHICH WOULD INTERFERE WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
 - 3.) NO STRUCTURES ARE PERMITTED WITHIN THE PERMANENT PORTION OF LOT 53A1
 - 4.) THE 20' DRIVEWAY AND 30' PUBLIC USE EASEMENTS ARE GRANTED BY THIS PLAT.
 - 5.) THE PARKING EASEMENT GRANTED IN BOOK 253 AT PAGE 608 HAS EXTENDED TO THE OWNERSHIP OF LOTS 53A & 53B AND NOTED.

2006-57
 Home - REC DIST
 On 9/20/06
 From 1/29/06
 Reported by: [Signature]

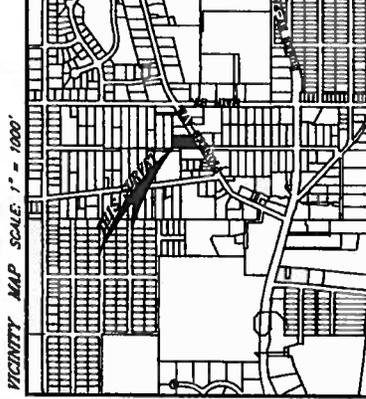
CERTIFICATE OF DEDICATION
 I hereby certify that I am the owner of the real property shown and described herein, and that I hereby dedicate this plan of subdivision, and by my free consent dedicate all rights of way and public areas to public use, and grant all easements to the use shown.

DANIEL K. OLSEN
 P.O. Box 3792
 Homer Alaska 99603
 JENNIFER A. OLSEN

NOTARY'S ACKNOWLEDGMENT
 For David K. & Jennifer A. Olsen
 Subscribed and sworn to before me this 11th day of September, 2006
 Notary Public for Alaska

SURVEYORS CERTIFICATE
 I hereby certify that this survey was performed under my direct supervision. I declare that the information shown herein is true and correct to the best of my knowledge and belief.
 Joseph A. Anderson
 Date 08/25/06

PLAT APPROVAL
 This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of July 17th, 2006
 KENAI PENINSULA BOROUGH
 By: [Signature]
 Authorized Official



DATE JULY 2006
 SCALE 1" = 40'
 GRID No. AP-73
 FLD. BK. No. J11
 KPB FILE No. 2006-119
 JOB No. 2005

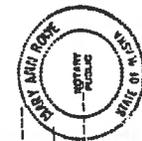
"BUNNELL'S SUBDIVISION"
 A CORPORA... (SUTTON CURS) ADD N... 1790 AND A PORTION OF LOT 53 OF THE BUNNELL'S SUBDIVISION, ACCORDING TO PLAT 146-18 WITHIN THE CITY OF HOMER ALASKA, FROM 13W S.4 WITHIN THE CITY OF HOMER ALASKA CONTAINING 0.835 ACRES AND TWO LOTS
 SUPERVISORS-PLANNERS-DESIGNERS
 JERRY ANDERSON PLS
 1-200-981-6231
 P.O. BOX 18
 DORRA, AK 99567

OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby assign, convey, alien, and grant all our interest in the same to the person named herein and by our free consent dedicate all right-of-way to public use and grant all easements to the use shown.

Bronley Edens, Trustee
Owner of Lots 31-A, 32-A-2, 33-A-1-A
by Bronley Edens, Trustee
Christian Community Church
3838 Bartlett Street
Homer AK 99603

Notary's Acknowledgment
Subscribed and sworn to me before me this 8th day
of February 2001



for Melvin Ann Rowe
My Commission Expires 7-30-02
My Commission Expires 7-30-02

Vicinity Map 1" = 1000 ft



Bunnell's Subdivision No. 19

Being a Replot of Lots 31-A, 32-A-2, 33-A-1-A
Bunnell's Subdivision No. 17, according to Plat No. 86-44
Located in the SE 1/4 and the NE 1/4 Section 19, T6S, R12W, S14

Within the City of Homer

Homer Recording District, Third Judicial District, Alaska
Containing 4.158 acres, More or Less

CLIENT:
Christian Community Church
3838 Bartlett Street
Homer AK 99603

Drawn: RWI
Scale 1" = 100 ft

Date: 10-0-2000
KPB File 2000-221

SURVEYORS CERTIFICATE

I hereby certify that I am a Registered Land Surveyor and that this plat represents a true and correct copy of the original survey as shown on the plat and that the dimensions shown hereon actually exist as depicted and that the dimensions and other details are correct to the best of my knowledge and belief.

Roger W. Mohr
Date: 2-5-01
Roger W. Mohr LS 5740



LEGEND

• 2" Aluminum Cap on 5/8" diameter rebar, 5780-3, 1987

PLAT APPROVAL

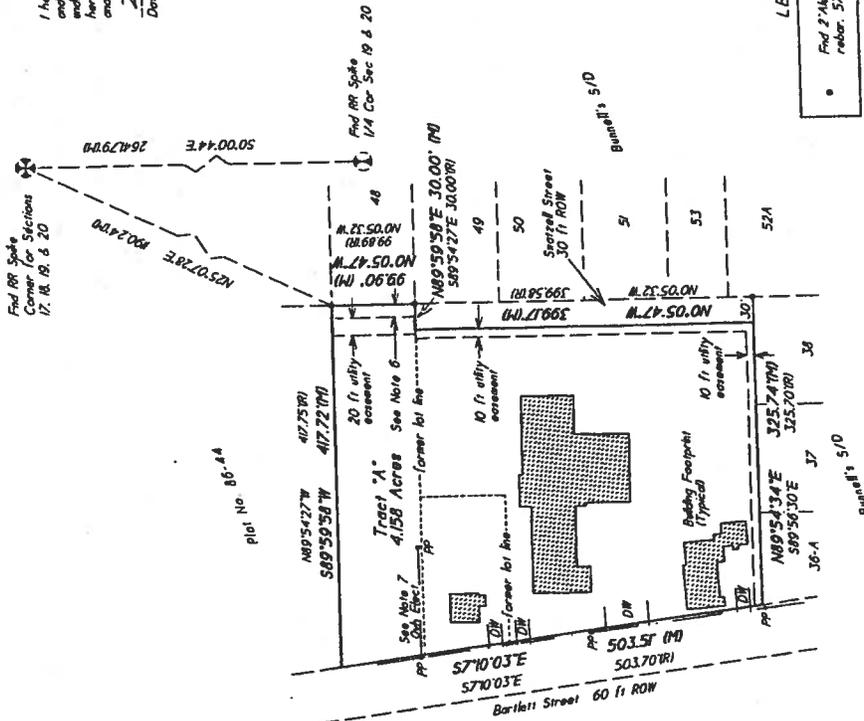
This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of December 11, 2000

KEENAI PENINSULA BOROUGH
By: *Roger W. Mohr*
Authorized Official

WASTEWATER DISPOSAL

Plans for wastewater disposal that meet regulatory requirements are on file at the State of Alaska Department of Environmental Conservation.

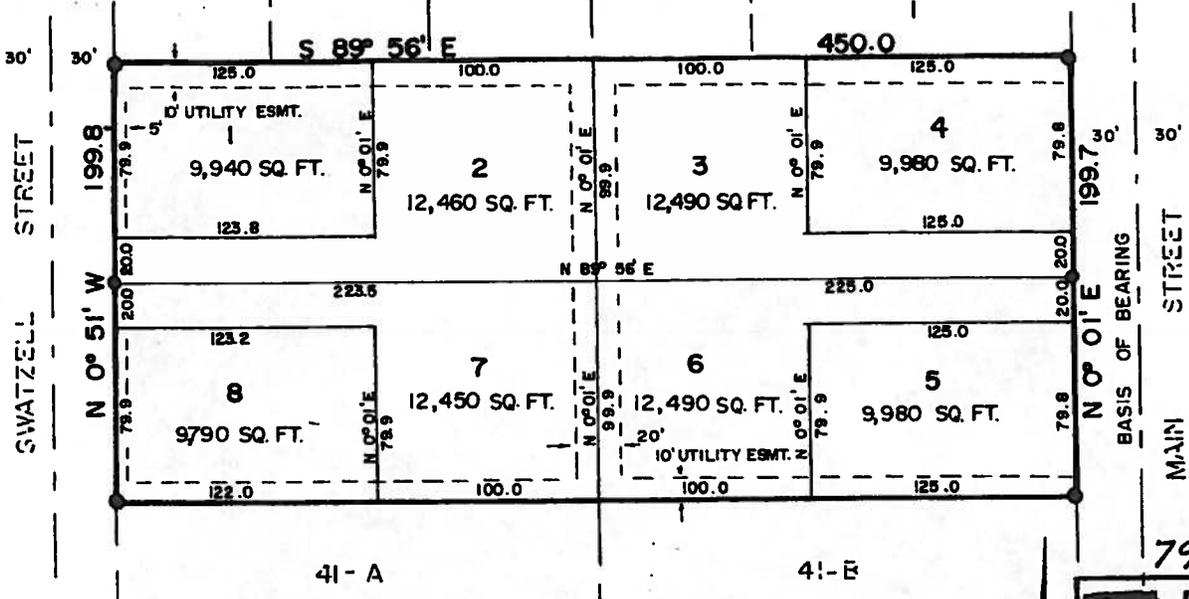
Roger W. Mohr
Date: 2-5-01
Roger W. Mohr LS 5740



NOTES

- 1. Set a 2" self-identifying Aluminum Cap on 5/8" diameter x 36" long steel rebar at all lot corners unless specified otherwise.
- 2. No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
- 3. All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
- 4. This subdivision is subject to the zoning regulations of the City of Homer.
- 5. Basis of Bearing is the record right-of-way for Bartlett Street as per Plat No. 86-44 HRD. Measured dimensions are shown for the boundary of this subdivision.
- 6. 15 ft wide pedestrian trail easement together with the right to easement granted to the City of Homer by this plat.
- 7. Existing overhead powerline is centerline of a 20 ft. wide electrical distribution easement.
- 8. The drainage channel shown on Plat No. 83-09 HRD no longer exists.

2001-5
Home, 1100 W
Box 311
Homer, AK 99603
Requested by: *Roger W. Mohr*
Address



79-131
FILED 3-
 REC. DIST.
 DATE 11-04-79
 TIME 11:15 A.
 Signature of K.P.C.
 Address Juneau

● FOUND 1/2" REBAR

NOTES:

1. ALL WASTEWATER DISPOSAL SYSTEMS MUST COMPLY WITH EXISTING LAW AT THE TIME OF CONSTRUCTION.
2. A 20' BUILDING SETBACK LINE EXISTS ALONG ALL RIGHTS OF WAY.
3. 1/2" X 24" REBAR TO BE SET AT ALL LOT CORNERS AFTER UTILITIES ARE INSTALLED BUT PRIOR TO JAN. 1, 1980.

CERTIFICATE OF OWNERSHIP

I hereby certify that I am the owner of the property shown and described hereon. I hereby request approval of this plat showing such easements for public utilities and roadways dedicated by me for public use.

BID IRVIN
 BID IRVIN BOX 1049 HOMER, AK.

James H Thomas
 JAMES H. THOMAS BOX 905 HOMER, AK.

NOTARY'S ACKNOWLEDGEMENT

Subscribed and sworn to before me this 1 day of October 1979.
Shirley Ruth Wilson July 17, 1980
 Notary Public for Alaska My commission expires

SURVEYOR'S CERTIFICATE

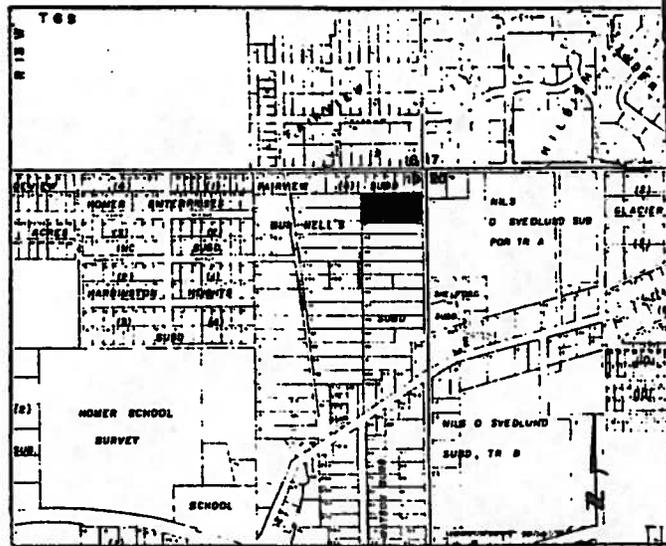
I, the undersigned registered surveyor, hereby certify that a land survey has been completed by me or under my direct supervision and that corners and monuments have been located and established and that dimensions shown hereon are true and correct.

[Signature]
 DATE 8/24/79

PLAT APPROVAL

This plat having been approved by the Kenai Peninsula Borough Planning Commission as recorded in the official minutes of the meeting of August 20, 1979, is hereby acknowledged and accepted as the official plat, subject to any and all conditions and requirements of ordinances and law appertaining thereto.
 KENAI PENINSULA BOROUGH

VICINITY MAP



DATE: JUNE, 1979
 SCALE: 1" = 60'
 DRAWN BY: S.W.
 DESIGNED BY: J.A.
 JOB NO.: 1091
 FLD. BK. NO.:



HARBOR RIDGE

BEING A RESUBDIVISION OF LOTS 39A, 39B, 40A & 40B, FAIRNELL SUBDIVISION, PLAT NO. 79-58, H.R.D. WITHIN THE NE 1/4 NE 1/4, S. 12, T.6S, R.13 W, S.M. WITHIN THE CITY OF HOMER.

CONTAINING 2.157 ACRES

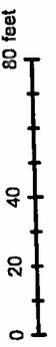
Ability-Surveys

REGISTERED SURVEYORS



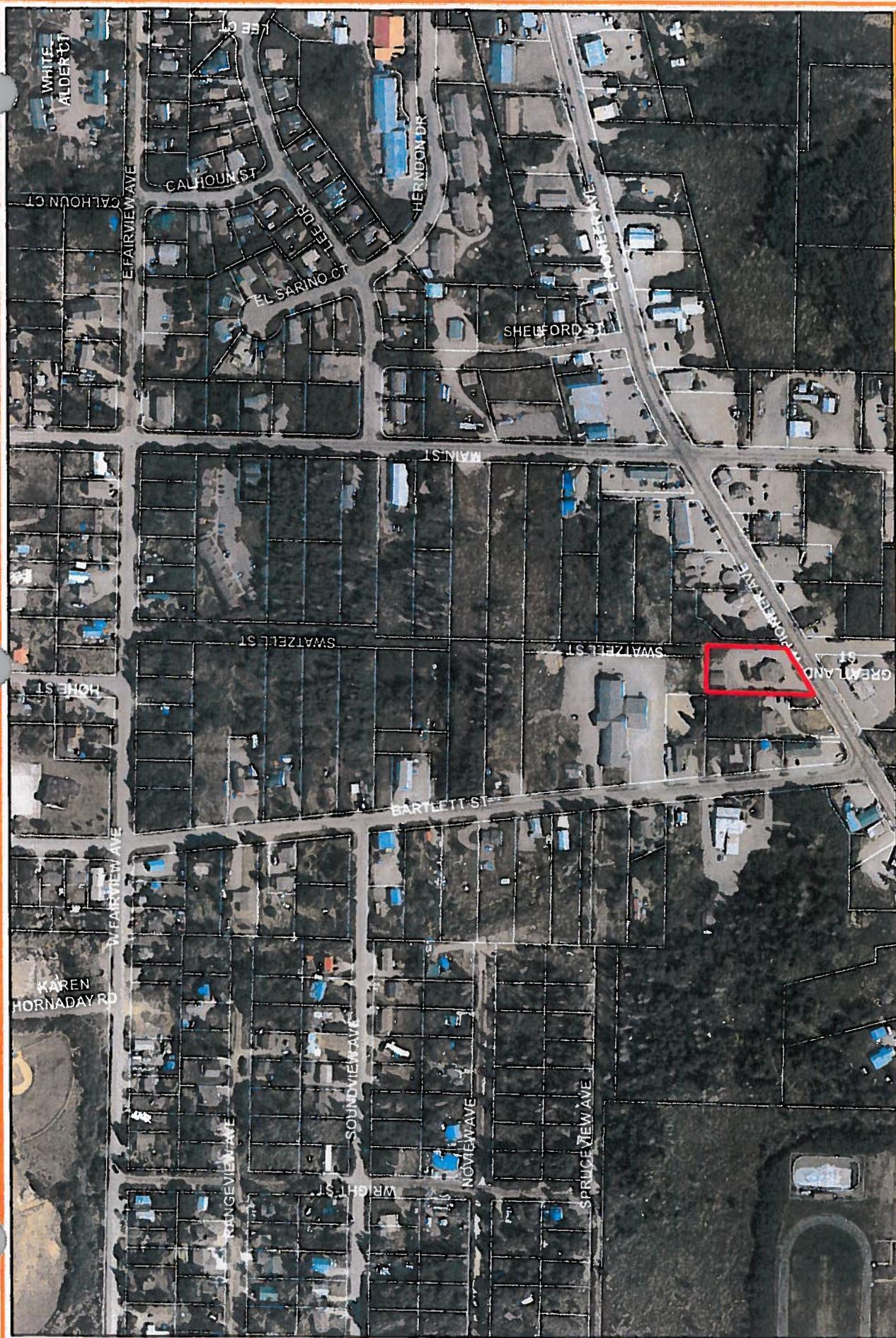
Date: 9/12/2013

Vicinity Map



The information depicted herein is a representation of the information available from the best available source. The Keweenaw Peninsula Borough assumes no responsibility for any errors on this map.





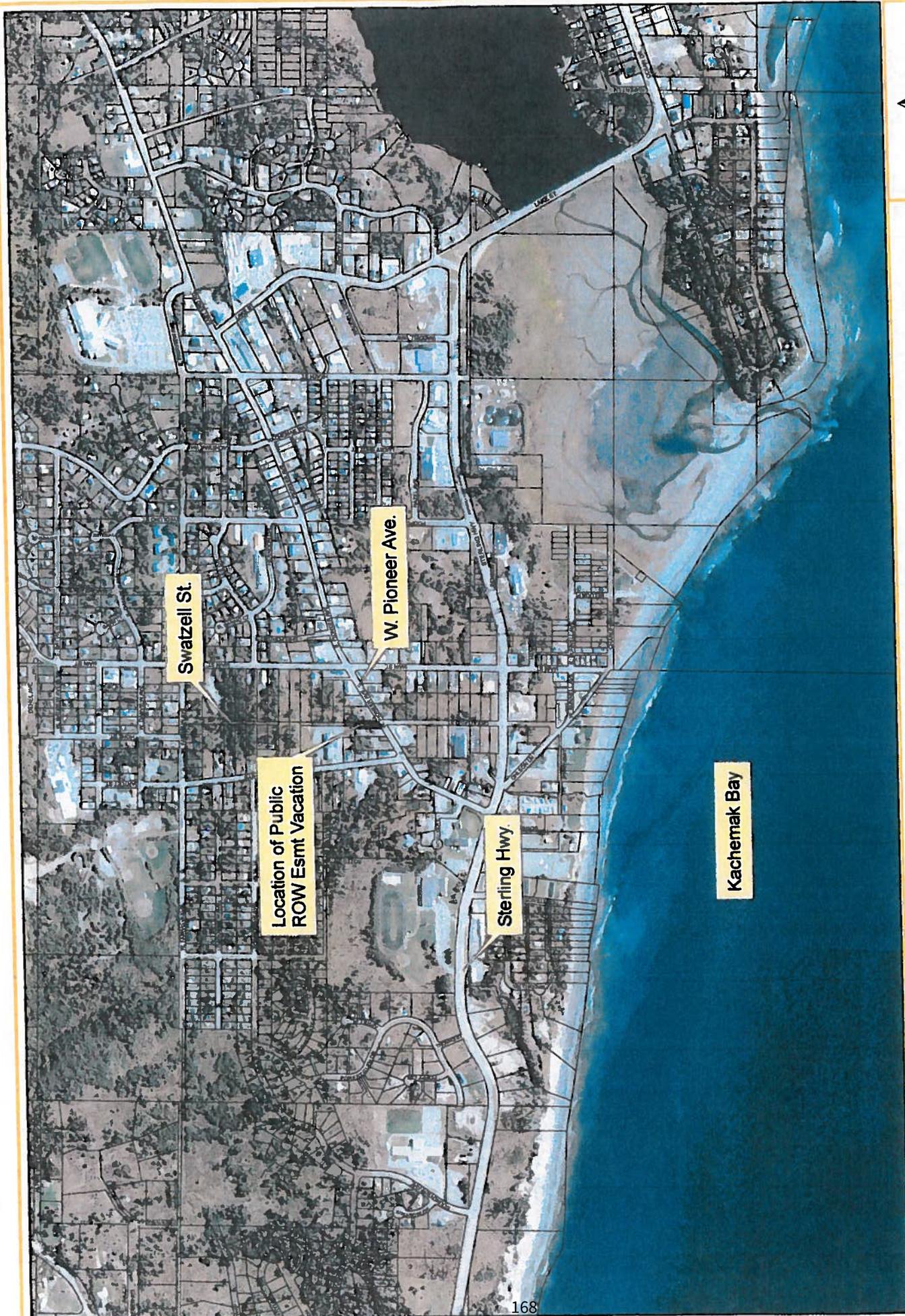
Date: 9/12/2013

Vicinity Map



The information depicted hereon is for a graphical representation only of local available sources. The user assumes responsibility for any errors on this map.





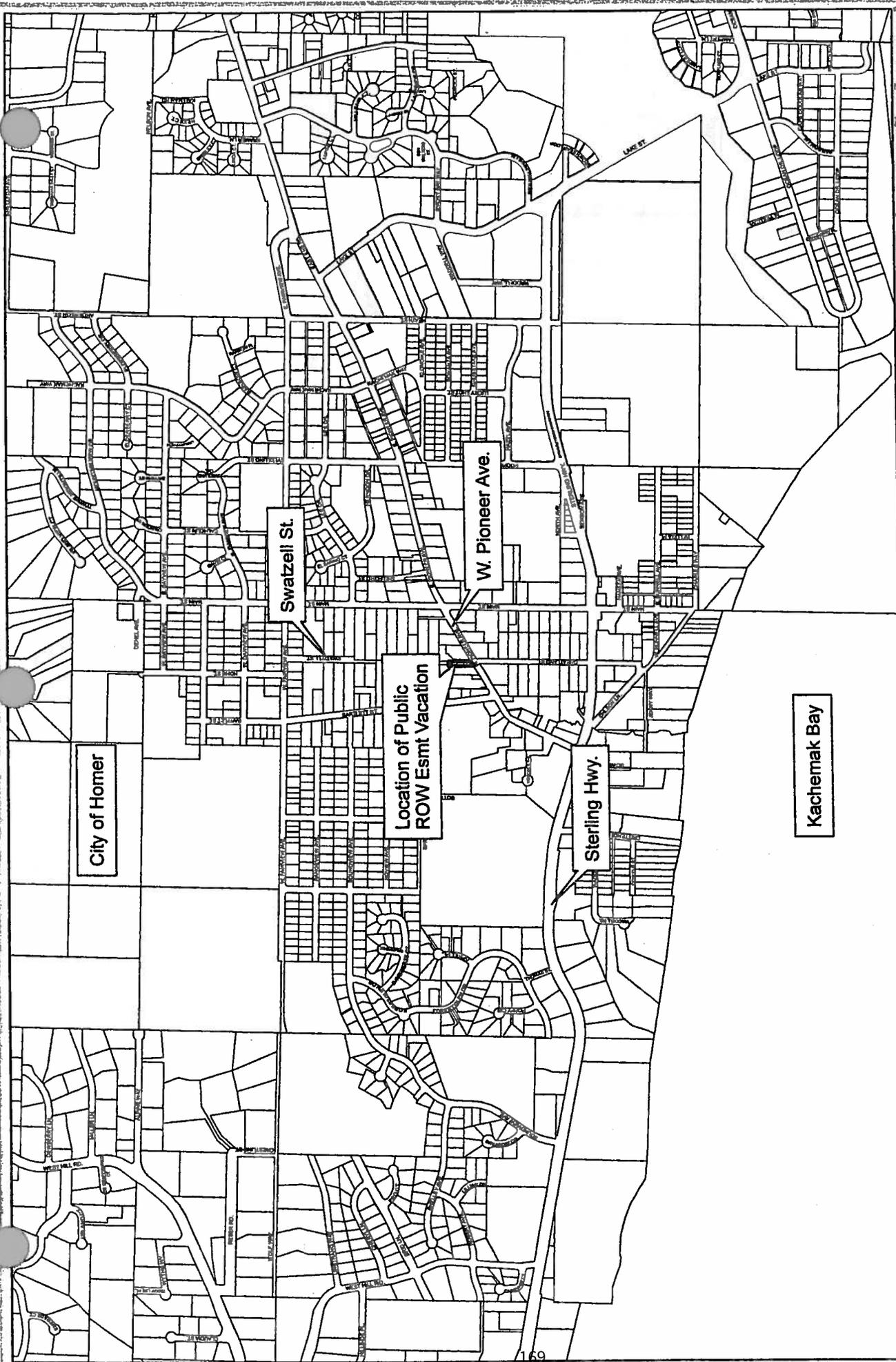
Date: 7/25/2013



Vicinity Map

The information depicted hereon is for a graphical representation only of best available sources. The Ketchikan Peninsula Borough assumes no responsibility for any errors on this map.





Date: 7/25/2013



Vicinity Map

The information depicted herein is for a graphical representation only of land available for use. The user assumes no responsibility for any errors on this map.



HEA
REQUESTED EASEMENTS
DATE 8/28/13

Counlery, hmd

10 FT utility easement
underground line

Swatzell St

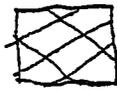
Bartlett St

Lot 38

✓pbr

Greatland St

W. Pioneer Ave



= Public use
easement to
be vacated

0 40 80
Feet

33 in = 80 ft

NOV 28

PUBLIC USE EASEMENT

THIS AGREEMENT, made this 28 day of Sept, 1970, by and between Alaska Christian School, Inc. hereinafter called the Grantor, and the CITY OF HOMER, a municipal corporation, organized and existing under the laws of the State of Alaska, hereinafter termed the City,

W I T N E S S E T H :

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant to the City, its successors and assigns forever, a right of way and easement, with the right, privilege and authority to the City, its successors and assigns for use as a public right of way, including the right to construct, operate and maintain public improvements and utilities of all kinds within said right of way described as follows:

A strip of land 80 feet in width, the centerline of said strip being described as follows:

1. COMMENCING FOR REFERENCE at the quarter section corner common to Sections 19 and 20, Township 6 South, Range 13 West, Seward Meridian, Homer Recording District, Alaska;
2. THENCE N 89° 55' W, 507.00 feet along the easterly-westerly quarter section line of Section 19, to the POINT OF BEGINNING
3. THENCE N 0° 03' W, 810 feet along a line parallel with and 507.00 feet westerly from the section line common to Sections 19 and 20, to the centerline of Pioneer Avenue.

Applies to the following assessor's parcels:

Parcel No.	Lot	Subdivision
175-142-1300	38	Bunnell

18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

The Alaska Christian School

WILLIAM J. GATES, PRESIDENT
STAR ROUTE A
HOMER, ALASKA
99603

HOMER

Serial No. 71-237

BOOK 60 PAGE 232
Homer Recording District

NEEDLE

TO WHOM IT MAY CONCERN:

We, the undersigned, being trustees of the Alaska Christian School, Inc., do hereby give authority to William J. and Sarah Gates to sign a "Construction Easement" giving the city Of Homer the right to pile dirt from the excavation of a sewer on the church property in the city of Homer.

We further give William J. and Sarah Gates the power to sign whatever paper or papers may be necessary for the transfer of property or for the easment the city wants in order to put in a road, according to the decision the Homer Church of Christ may make concerning this issue.

9/10-70.

Date

9/10-1970

9/16/70

9/20/70

9/22/70

Delmar Mc Carter
Delmar Mc Carter

Corwin Geringer
Corwin Geringer

Fred R Abbey
Fred Abbey

Loran T. Hancock
Loran Hancock

Donald W. Smith
Don Smith



"IT IS NOT THE WILL OF YOUR FATHER WHICH IS IN HEAVEN, THAT ONE OF THESE LITTLE ONES SHOULD PERISH." MATTHEW 18:14

HOMER

Serial No. 71-737

BOOK 60 PAGE 233
Homer Recording District

STATE OF ALASKA)
; SS.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on the 28th day of Sept,
1970, before me, the undersigned Notary Public in and for
Alaska, duly commissioned and sworn as such, personally appeared
Jack J. Brown, known to me to be the person
whose name is subscribed to the within instrument, as a witness
thereto, who being by me duly sworn, deposes and says: That
he resides in Nome Alaska; that he was
present and saw William J. and Sarah Lattin
personally known to him to be the same person(s) whose name(s)
see subscribed to the within instrument, execute and deliver
the same; and that they acknowledged to said affiant that they
executed the same, and that said affiant subscribed HIS name
as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Notarial Seal, the day and year in this certificate first above
written.

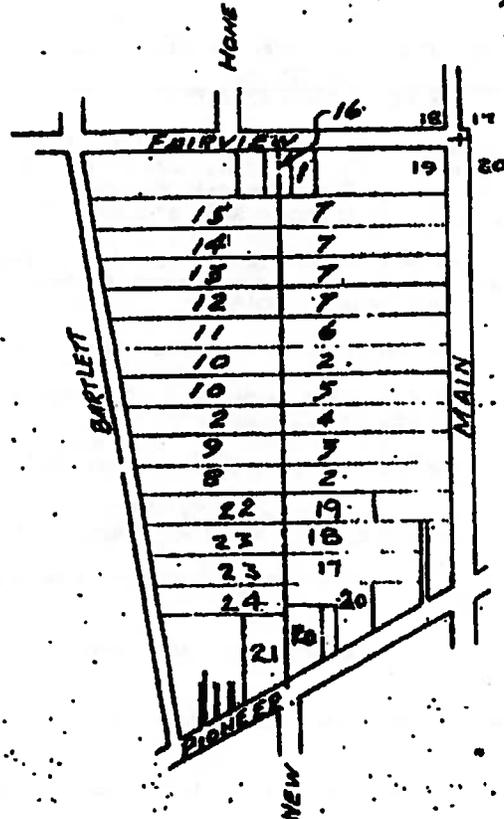


Lynn Royle
Notary Public in and for Alaska
My Commission Expires: 3-27-94

HOMER
Serial No 71-737

NEW STREET - EXTENDED

BOOK 60 PAGE 234
Homer Recording District



RECORDED - FILED	
<i>Homer</i> REC. DIST.	
DATE	<u>8-16 1971</u>
TIME	<u>9:50 PM</u>
Requested by	<u>City of Homer</u>
Map	<u>Dist 1395</u>
Drawn	<u>A.P. 9903</u>

NUMBERS ON LOTS ARE
EASEMENT NUMBERS

cc

A
L
A
S
K
A

2009-004495-0

Recording Dist: 309 - Homer
12/21/2009 2:26 PM Pages: 1 of 2



**KENAI PENINSULA BOROUGH PLANNING COMMISSION
RESOLUTION 2009-30
HOMER RECORDING DISTRICT**

Vacate the 30-foot public use easement along the west boundary of Lots 52A1 and 53A1, granted by Bunnell's Subdivision Sutton/Cups Addition (Plat HM 2006-57); replacing it with a public utility easement, within Section 19, Township 6 South, Range 13 West; Seward Meridian, Alaska, within the City of Homer and the Kenai Peninsula Borough; KPB File No. 2009-172.

WHEREAS, David K. & Jennifer A. Olsen of Homer, Alaska and James Hepburn Sutton of San Rafael, California, have petitioned for vacation of a public use easement granted by Bunnell's Subdivision Sutton/Cups Addition, Homer Recording District (HM 2006-57); and

WHEREAS, KPB 20.28 provides for the vacation of public rights-of-way and other public areas; and

WHEREAS, on May 17, 2006, the Homer Advisory Planning Commission approved Bunnell's Subdivision Sutton/Cups Addition with a 30-foot utility easement; and

WHEREAS, the surveyor has indicated that the public use label was a drafting error; and

WHEREAS, on September 16, 2009, the Homer Advisory Planning Commission approved vacating the 30-foot public use easement and replacing it with a 30-foot utility easement; and

WHEREAS, it has been determined by the Planning Commission on November 23, 2009 that all requirements have been met; and

WHEREAS, the easement was granted without the underlying transfer of ownership as in a platted right-of-way dedication; and

WHEREAS, the vacation does not require replatting of any vacated area and may be accomplished by a resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

Section 1: That the 30-foot public use easement described above is hereby vacated.

Section 2: That a 30-foot utility easement replaces the 30-foot public use easement.

Section 3. That a copy of the sketch submitted with the application shall be recorded with this resolution, becoming Page 2 of 2.

Section 4. That this resolution is void if not recorded in the appropriate Recording District within sixty days of adoption.

Section 5. The Borough Planning Department is responsible for recording this resolution.

Section 6. The applicant will provide the recording fee for the resolution and its attachment to the Borough Planning Department.

Section 7. That this resolution becomes effective upon being properly recorded.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS 23
DAY OF November, 2009.

ATTEST:

Patti Hartley
Administrative Assistant

Philip Bryson, Chairperson
Planning Commission

Please return to:
Planning Department
Kenai Peninsula Borough
144 N. Binkley Street
Soldotna, Alaska 99669-7599



**HOMER ELECTRIC ASSOCIATION, INC.
RELEASE OF GENERAL RIGHT-OF-WAY
WITH RESERVATION OF SPECIFIC EASEMENT**

HOMER ELECTRIC ASSOCIATION, INC., an Alaska non-profit electric cooperative corporation of Homer, Alaska, hereinafter called "Cooperative", for good and valuable consideration, the receipt of which is hereby acknowledged, does remise and release unto the Parties entitled thereto all its right, title, and interest in and to that general right-of-way easement over

Lot 38, Bunnell's Subdivision, according to Plat No. 44-49, Homer Recording District, Third Judicial District, State of Alaska

granted to Cooperative by City of Homer on February 27, 1987, as will more fully appear in that certain right-of-way easement of record with the Recorder for the Homer Recording District, Alaska, recorded on March 5, 1987, at Book 174 Page 967;

and granted to Cooperative that certain right-of-way easement of record with the Recorder for the Homer Recording District, recorded at Book 30 Page 37.

Reserving to the Cooperative, its successors and assigns, an easement for the purposes set forth in the instrument referred to above, over and across the following-described property:

Lot Thirty-eight (38), Bunnell's Subdivision, according to Plat No. 49, in the Homer Recording District, Third Judicial District, State of Alaska;

A 20 ft. strip of land on Lot Thirty-eight (38) along the eastern property line; thence a 10 ft. strip of land from the SE property corner 40° @242 degrees.

IN WITNESS WHEREOF, the undersigned Owners acknowledge acceptance of the within reservation of specific right-of-way and do hereby affirm and ratify the above mentioned rights of Cooperative in and to such right-of-way.

By Karin Marks
Karin Marks

Return to: HEA -
280 Airport Way
Kenai, AK 99501

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss

This certifies that on this 21st day of October, 2010, I personally appeared Karin Marks to me known and to me known to be the personal name and who executed the foregoing instrument, and acknowledged to me that she executed the same freely and voluntarily.

Marianne Shourd
Notary Public in and for Alaska
My Commission Expires: May 24, 2012



In WITNESS WHEREOF, Homer Electric Association, Inc. acting by and through its duly authorized Representative has caused this remise and release to be executed this 25th of October, 2010.

By Claudia Furlong
Claudia Furlong
Land Management Officer

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss

THIS IS TO CERTIFY that on this 25th day of October, 2010, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Claudia Furlong of Homer Electric Association, Inc., an Alaska Corporation, known to me to be Land Management Officer of said corporation that she acknowledged to me that she executed the within instrument; that the same was executed as the voluntary act and deed of said corporation; and that she was duly authorized to do so for the use and purposes set forth herein.

In WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Homer, Alaska, the day and year in this certificate first above written.

T. Loomis
Notary Public in and for Alaska
My Commission Expires: 5/29/2012



WE THE UNDERSIGNED, City of Homer
(hereinafter called Grantor(s) for good and valuable consideration, the receipt whereof is hereby acknowledged, does (do) hereby grant unto HOMER ELECTRIC ASSOCIATION, INC., an Alaska Electrical Cooperative Corporation, with its principal headquarters being located in Homer, Alaska, (hereinafter called the "Cooperative") and to its successors or assigns, the right, privilege and easement of Right-of-Way Ten feet in width situated in the Homer Recording District, State of Alaska, and more particularly described as follows:

P. AT 6 44-49
The East 40 feet of Lot 38, Bunnell's Subdivision. An easement as more specifically described on Exhibit "A" dated 8-21-86, attached to and made a part of this easement.

Being in Section 19 Township 6S Range 13W Seward Meridian.

This Grant gives the Cooperative, its successors, assigns, and licensees, the right to lay, construct, operate and maintain underground conduit and cable lines for transmitting and distributing electric power, including all wires, cable, handholes, manholes, transformers, transformer enclosures, concrete pads, connection boxes, ground connections, attachments, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), under, upon and across the said Right-of-Way Easement.

This Grant includes the right of ingress and egress to said property to inspect, rebuild, remove, repair, improve and make such changes, alterations, substitutions and additions in and to its facilities as Cooperative may from time to time deem advisable, including the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures.

Cooperative shall at all times have the right to clear the easement by machinery or otherwise of trees, shrub or roots and keep the easement clear of all buildings, structures or other obstructions.

Owner, for his successors and assigns, may use the land within the easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation or maintenance of Cooperative's facilities.

Cooperative shall have the right to license, permit or otherwise agree to the joint use or occupancy of this easement with any other person, Association, Cooperative or Corporation.

The undersigned agree that all facilities installed over, under, along or across the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands, and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the Undersigned have set their hands and seals this 27th day of FEB, 1987.

Philip C. Sheehy, City Manager



N
o
t
a
r
y

STATE OF ALASKA) ss

THIS CERTIFIES that on this 27 day of February 1987, before me appeared Philip C. Sheehy to me known and to me known to be the individual(s) named in and who executed the foregoing instrument, and each acknowledged to me that he/she signed and sealed the same freely and voluntarily.

Pat Jean Whelan
NOTARY PUBLIC in and for Alaska
My commission expires 9/12/89

RETURN TO: HOMER ELECTRIC ASSOC.
3977 LAKE ST.
HOMER, AK 99603

SPECIAL EXCEPTIONS

1. RESERVATIONS and exceptions as contained in U.S. Patent, and/or in acts authorizing the issuance thereof.

2. TAXES DUE the taxing authority noted below for the year and amount indicated:
Taxing Authority: KENAI PENINSULA BOROUGH
Year : 1998
Amount : \$ 2,636.14
1st 1/2 due by : August 15, 1998

NOTE: The amount quoted reflects the tax status on the effective day of this report and a check should be made for any current changes by calling the Kenai Peninsula Borough at (907)262-4441. Refer to Tax Account No. 175-142-31 .

3. SALES TAX, if any, due the taxing authority noted, for the business located thereon:
Taxing Authority: KENAI PENINSULA BOROUGH
Business : Commercial rentals

4. EASEMENT for electric lines or system together with the right to enter, maintain, repair and clear shrubbery: *HEH Please Rebind*
Recorded : August 13, 1963
Volume/Page : 30/37
Granted to : Homer Electric Association, Inc.
Affects : General easement, no definite location disclosed (*BLANKET*)

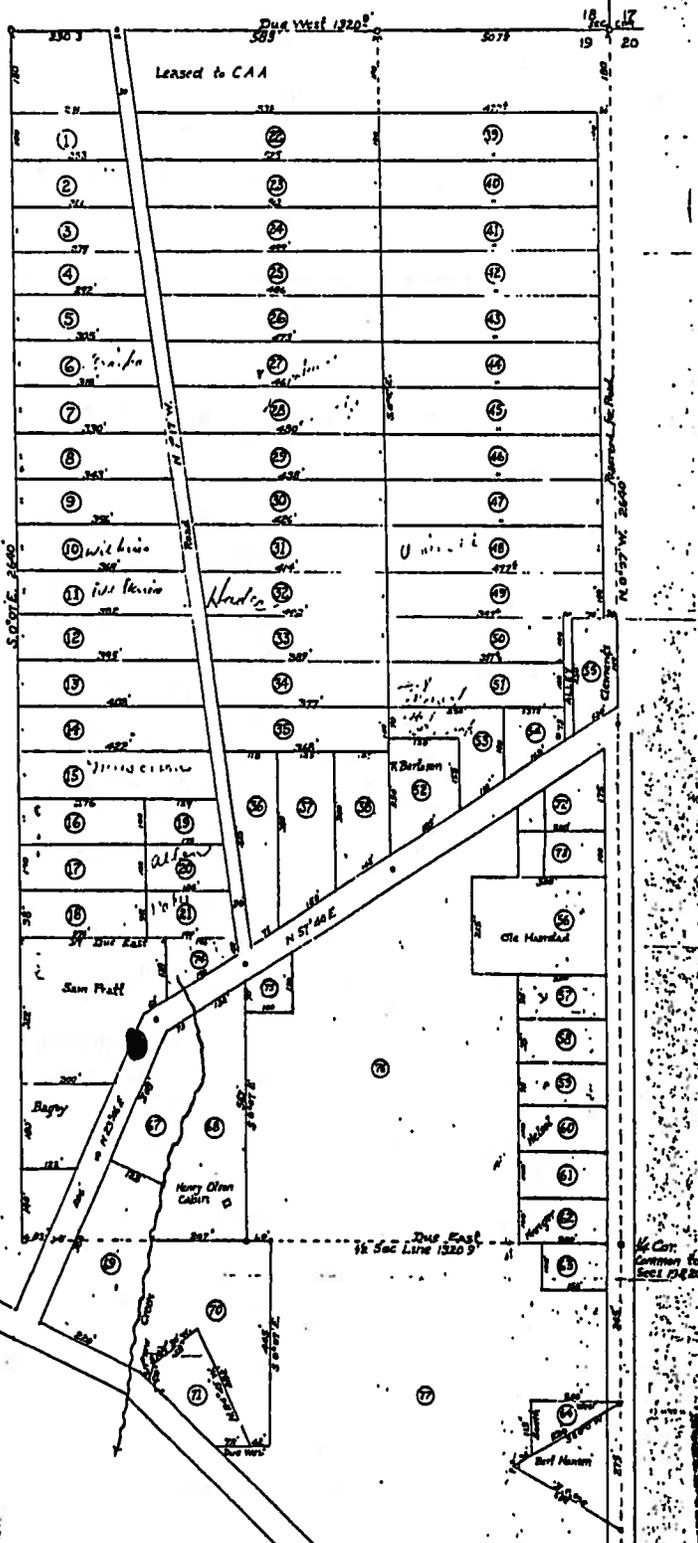
5. EASEMENT affecting the portion of said premises and for the purposes stated herein, and incidental purposes thereto:
For : Public use easement
In Favor of : City of Homer
Recorded : August 16, 1971
Volume/Page : 60/230
Affects : As disclosed in said document *ONLY affects South of Pio. Ave*

6. EASEMENT for electric lines or system together with the right to enter, maintain, repair and clear shrubbery:
Recorded : March 5, 1987
Volume/Page : 174/967
Granted to : Homer Electric Association, Inc.
Affects : General easement, no definite location disclosed
ENCL 40

7. EASEMENTS, SET-BACKS AND DEDICATIONS as delineated on Plat No. 49, attached hereto.

8. EFFECT of the notes as shown on said Plat No. 49, attached hereto.

9. QUESTIONS OF SURVEY, rights of parties in possession, material or labor liens, workmen's compensation liens, any impairment of existing improvements



**BUNNELL'S SUBDIVISION
HOMER, ALASKA**

T6S R13W OF THE SEWARD MERIDIAN
Showing E. 1/2 of NE 1/4 & NE 1/4 of
the SE 1/4 of Sec. 15.
Mean Magnetic Direction 80° E as shown
on U.S. Land Office Plat
Scale: 1" = 200'

Surveyed & drawn by
Fred J. Spaul
Registered Civil Engineer No. 65E
Terr. of Alaska

This plat on record in the Seldovia Recording Precinct
3rd Division, Terr. of Alaska

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
JULY 17, 2013

reasonable request, but to keep dogs from peeing on vegetables they are going sell to people seems reasonable.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

SONNEBORN/HIGHLAND MOVED TO AMEND FINDING SIX TO ADD "BECAUSE IT IS A CHAIN LINK FENCE" AT THE END.

This speaks to her earlier comment that using different materials for fences blocks or does not block the visibility and this does not. No matter where the visibility triangle is, since it is chain link it isn't going block it. She is trying to help clarify the reasons for supporting the conditional fence permit.

There were comments that this is an unnecessary amendment and there could be more appropriate to address this through another finding.

VOTE: YES: SONNEBORN
NO: STEAD, HIGHLAND, VENUTI, SLONE

Motion failed.

SLONE/HIGHLAND MOVED TO ADD A FINDING THAT A CHAIN LINK FENCE IN ITS NORMAL CONFIGURATION DOES NOT MATERIALLY IMPEDE OR SIGNIFICANTLY COMPROMISE VISIBILITY.

Commissioner Slone commented further that it not be adorned or otherwise restricted by growth or vegetation. Point was raised that this concern is addressed in condition three.

Commissioner Stead commented that he doesn't think this is the right time to start defining fences that would pass with these code statements. He believes the discussion on record is sufficient to support this permit. He suggested they could defer this type of discussion to another time and clarify at that time what fences would be allowed.

VOTE: YES: HIGHLAND, SONNEBORN, SLONE
NO: STEAD, VENUTI

Motion failed.

There was no further discussion on the main motion as amended.

VOTE: YES: SONNEBORN, STEAD, SLONE, HIGHLAND, VENUTI

Motion carried.

B. Staff Report PL 13-56, ROW Vacation 202 W. Pioneer Ave.

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
JULY 17, 2013

City Planner Abboud reviewed the staff report.

Commissioner Stead and Venuti stated they each have a friendly relationship with the applicant but neither felt it would impede their judgment on the action before them tonight. The Commission didn't feel there was an issue of personal interest and continued on.

Karin Marks, applicant, commented that she agrees with the information in the staff report with exception of the of staff recommendation 1. As noted in the Public Works comments that a twenty foot easement would be the minimum, she requests that it be changed from 30 to 20 feet. She believes 20 feet is more than satisfactory because they have 30 feet on the other side of the property line, giving them 50 feet total. She agrees the City should have the ability to take care of their utilities, they said 20 is the minimum and she is willing to accept that.

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

There was discussion of the location of the 20 foot easement granted to HEA in relation to the utility easement being requested by Public Works because if they overlap it could affect the size of the city's easement. Mrs. Marks expressed her understanding that the HEA easement is next to the proposed City utility easement, and they don't overlap.

SONNEBORN/STEAD MOVED TO ADOPT STAFF REPORT PL 13-56 AND APPROVE A RIGHT OF WAY VACATION AT 202 E. PIONEER AVENUE WITH STAFF RECOMMENDATION AND FINDINGS.

SONNEBORN/STEAD MOVED TO AMEND FINDING THREE TO A 20 FOOT UTILITY EASEMENT SHALL BE RETAINED.

Chair Venuti asked if Public Works gave an explanation for wanting the 30 foot easement. City Planner Abboud said no.

There was discussion that the recommendation will be changed as well.

HIGHLAND/SONNEBORN MOVED TO ADD TO THE MOTION, AND AMEND CONDITION ONE TO 20 FOOT UTILITY EASEMENT.

There was brief discussion to clarify the earlier concern about the HEA amendment.

VOTE: (Secondary Amendment): YES: SLONE, STEAD, VENUTI, HIGHLAND, SONNEBORN

Motion carried.

There was no further discussion on the primary amendment as amended.

VOTE: (Primary Amendment): VOTE: VENUTI, SLONE, SONNEBORN, STEAD, HIGHLAND

Motion carried.

There was no further discussion on the main motion as amended.

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
JULY 17, 2013

VOTE: (Main motion): YES: SONNEBORN, VENUTI, HIGHLAND, SLONE, STEAD

Motion carried.

Chair Venuti called for a break at 8:07 p.m. The meeting resumed at 8:10 p.m.

C. Staff Report PL 13-55, Spit Flood Insurance Rate Maps (FIRM) and amend Floodplain Code

City Planner Abboud reviewed the staff report.

Chair Venuti opened the public hearing.

Donna Rae Faulkner commented that she thinks this is good news as it helps to lower insurance rates. She asked if it helps for disaster assistance. City Planner Abboud explained that this is an important step in being eligible to receive funds should a disaster occur.

There were no further comments and the hearing was closed.

SLONE/HIGHLAND MOVED FOR THE APPROVAL OF STAFF REPORT 13-55 WITH STAFF FINDINGS.

There was brief discussion about moving this to Council.

VOTE: YES: HIGHLAND, SONNEBORN, STEAD, VENUTI, SLONE

Motion carried.

HIGHLAND/SLONE VOTE: MOVED TO RECOMMEND THIS BE FORWARDED TO CITY COUNCIL FOR ADOPTION.

There was no further discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

D. Staff Report PL 13-53, Technical Revisions to Title 21

City Planner Abboud reviewed the staff report.

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

HIGHLAND/SLONE MOVED TO ADOPT STAFF REPORT PL 13-53, APPROVED THE DRAFT ORDINANCE OF TECHNICAL REVISIONS TO TITLE 21, AND RECOMMEND ADOPTION BY CITY COUNCIL.

There was discussion clarifying that the information in the memos from staff and the attorney is back up information and is incorporated in the draft ordinance.



City of Homer

www.cityofhomer-ak.gov

Planning
491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us
(p) 907-235-3106
(f) 907-235-3118

STAFF REPORT PL 13-56

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Planning Technician
MEETING: July 17, 2013
SUBJECT: Right of Way Easement Vacation, 202 E Pioneer Ave, Lot 38 Bunnell's Subdivision

Requested Action: Conduct a public hearing and recommend vacation of a forty foot wide public right of way easement.

GENERAL INFORMATION

Applicants:	Karin Marks 202 W Pioneer Ave Homer, AK 99603	Jamie Sutton 106 W Pioneer Ave Homer, AK 99603
Location:	Pioneer Ave, between Main and Bartlett Streets	
Parcel ID:	17514231	
Zoning Designation:	Central Business District	
Existing Land Use:	Retail/Residential	
Surrounding Land Use:	North: Church South: Commercial Office, Retail/Residential East: Vacant/Restaurant West: Hotel/Commercial/Retail	
Wetland Status:	The 2005 wetland mapping shows no wetland areas.	
Flood Plain Status:	Zone D, flood hazards undetermined.	
BCWPD:	Not within the Bridge Creek Watershed Protection District.	
Utilities:	City water and sewer are available.	
Public Notice:	Notice was sent to 26 property owners of 25 parcels as shown on the KPB tax assessor rolls.	

Background

At some point in the late 1970's there was a subdivision between Fairview Ave and Pioneer Ave. The Plat dedicated a north-south right of way, called Swatzell Street. Over the years, more lots were subdivided, using Swatzell as the legal access. Swatzell is included as a road in the 1986 Master Streets and Roads Plan, and the 2005 Homer Transportation Plan, part of the Comprehensive Plan. However to date, none of Swatzell has been constructed. In the last few years, the City proposed a local improvement district to construct a road, water and sewer improvements. The majority of property owners were not in favor of the proposal.

In 2006, the land to the east of the subject property was resubdivided. At the time, the Planning and Public Works Departments recommended following the comprehensive plan, and requiring the dedication of Swatzell Street to Pioneer Ave. The Homer Advisory Planning Commission disagreed, passing a motion that only a 30 foot utility easement was needed. Ultimately, the plat was approved without the dedication of a right of way.

The hypothetical intersection of Swatzell and Pioneer Ave is too close to the intersection of Pioneer and Bartlett; it would not meet city road requirements. In the future, the northern portion of Swatzell Street could be constructed as a cul de sac, or be connected east or west to Main or Bartlett Streets probably north of Noview Ave. Planning staff discussed the vacation with Public Works and staff is in agreement that it is reasonable to vacate the easement. Staff also notes it would be appropriate to revisit the 1986 Master Streets and Roads Plan and the 2005 Comprehensive Plan to reconsider the future transportation needs of this area.

PUBLIC WORKS COMMENTS:

Since it seems apparent that the City is no longer seeing a need to plan for Swatzell Street, this department is requesting that a utility easement be retained to accommodate a water and sewer mainline extension, along with other utilities since there are lots on either side of the existing Swatzell Street that will ultimately need to be serviced. A thirty foot dedication would be preferred, which would still allow for the owners to utilize the area for parking. A twenty foot easement would be the minimum.

Planning staff note: there is an existing 20 easement granted to HEA.

ANALYSIS:

Review standards from Kenai Peninsula Borough Code:

21.28.151 Vehicular access provision. Where a right-of-way is required for logical provision of an existing or future road, the planning commission shall not approve the vacation unless an equal or superior right-of-way will be provided in exchange. Where 2 or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider the ultimate density of habitation or use and maintain sufficient rights-of-way to serve such anticipated use.

C:\Users\karin\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\NXP GOMNU\SR 13-56 Marks ROW Vacation (2).docx

Staff review: The intersection of Swatzell Street and Pioneer Ave does not meet the requirements of HCC 11.04.090 (d). The intersection of Bartlett and Pioneer Avenue is less than 400 feet from Swatzell Street, and municipal road standards require intersection to be spaced at least 600 feet apart.

Finding 1: The easement is not in a good location for the extension of a road connecting to Pioneer Ave.

20.28.160. Other access provisions.

Rights-of-way which provide or could provide access for pedestrians, off-road vehicles, aircraft and similar modes of transport shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation.

Finding 2: The easement does not and could not provide access for aircraft or off road vehicles.

20.28.170. Utility provisions.

All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility easement be granted in place of the right-of-way.

Finding 3: A thirty foot utility easement shall be retained.

FIRE DEPARTMENT COMMENTS: Fire Chief Painter did not provide comments.

STAFF COMMENTS/RECOMMENDATIONS:

Planning Commission recommend approval of the right of way vacation with findings 1-3 and the following comments:

1. Retain a 30 foot utility easement along the eastern property line.

ATTACHMENTS

1. Vacation Petition
2. Public Notice



City of Homer

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Planning
 491 East Pioneer Avenue
 Homer, Alaska 99603
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 (p) 907-235-3106
 (f) 907-235-3118

STAFF REPORT PL 13-56

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Planning Technician
MEETING: July 17, 2013
SUBJECT: Right of Way Easement Vacation, 202 E Pioneer Ave, Lot 38 Bunnell's Subdivision

Requested Action: Conduct a public hearing and recommend vacation of a forty foot wide public right of way easement.

GENERAL INFORMATION

Applicants:	Karin Marks 202 W Pioneer Ave Homer, AK 99603	Jamie Sutton 106 W Pioneer Ave Homer, AK 99603
Location:	Pioneer Ave, between Main and Bartlett Streets	
Parcel ID:	17514231	
Zoning Designation:	Central Business District	
Existing Land Use:	Retail/Residential	
Surrounding Land Use:	North: Church South: Commercial Office, Retail/Residential East: Vacant/Restaurant West: Hotel/Commercial/Retail	
Wetland Status:	The 2005 wetland mapping shows no wetland areas.	
Flood Plain Status:	Zone D, flood hazards undetermined.	
BCWPD:	Not within the Bridge Creek Watershed Protection District.	
Utilities:	City water and sewer are available.	
Public Notice:	Notice was sent to 26 property owners of 25 parcels as shown on the KPB tax assessor rolls.	

Background

At some point in the late 1970's there was a subdivision between Fairview Ave and Pioneer Ave. The Plat dedicated a north-south right of way, called Swatzell Street. Over the years, more lots were subdivided, using Swatzell as the legal access. Swatzell is included as a road in the 1986 Master Streets and Roads Plan, and the 2005 Homer Transportation Plan, part of the Comprehensive Plan. However to date, none of Swatzell has been constructed. In the last few years, the City proposed a local improvement district to construct a road, water and sewer improvements. The majority of property owners were not in favor of the proposal.

In 2006, the land to the east of the subject property was resubdivided. At the time, the Planning and Public Works Departments recommended following the comprehensive plan, and requiring the dedication of Swatzell Street to Pioneer Ave. The Homer Advisory Planning Commission disagreed, passing a motion that only a 30 foot utility easement was needed. Ultimately, the plat was approved without the dedication of a right of way.

The hypothetical intersection of Swatzell and Pioneer Ave is too close to the intersection of Pioneer and Bartlett; it would not meet city road requirements. In the future, the northern portion of Swatzell Street could be constructed as a cul de sac, or be connected east or west to Main or Bartlett Streets probably north of Noview Ave. Planning staff discussed the vacation with Public Works and staff is in agreement that it is reasonable to vacate the easement. Staff also notes it would be appropriate to revisit the 1986 Master Streets and Roads Plan and the 2005 Comprehensive Plan to reconsider the future transportation needs of this area.

PUBLIC WORKS COMMENTS:

Since it seems apparent that the City is no longer seeing a need to plan for Swatzell Street, this department is requesting that a utility easement be retained to accommodate a water and sewer mainline extension, along with other utilities since there are lots on either side of the existing Swatzell Street that will ultimately need to be serviced. A thirty foot dedication would be preferred, which would still allow for the owners to utilize the area for parking. A twenty foot easement would be the minimum.

Planning staff note: there is an existing 20 easement granted to HEA.

ANALYSIS:

Review standards from Kenai Peninsula Borough Code:

21.28.151 Vehicular access provision. Where a right-of-way is required for logical provision of an existing or future road, the planning commission shall not approve the vacation unless an equal or superior right-of-way will be provided in exchange. Where 2 or more access points are necessary for large vacant or semi-vacant areas of land, the commission shall consider the ultimate density of habitation or use and maintain sufficient rights-of-way to serve such anticipated use.

Staff review: The intersection of Swatzell Street and Pioneer Ave does not meet the requirements of HCC 11.04.090 (d). The intersection of Bartlett and Pioneer Avenue is less than 400 feet from Swatzell Street, and municipal road standards require intersection to be spaced at least 600 feet apart.

Finding 1: The easement is not in a good location for the extension of a road connecting to Pioneer Ave.

20.28.160. Other access provisions.

Rights-of-way which provide or could provide access for pedestrians, off-road vehicles, aircraft and similar modes of transport shall be considered when evaluating a vacation request. When such uses exist or could exist within rights-of-way which are not suited for general road use, the commission shall not approve the vacation.

Finding 2: The easement does not and could not provide access for aircraft or off road vehicles.

20.28.170. Utility provisions.

All existing and future utility requirements shall be considered when evaluating a vacation request. Rights-of-way which are utilized by a public utility or which logically would be required by a public utility shall not be vacated, unless it can be demonstrated that equal or superior access is or will be available. Where an easement would satisfactorily serve the utility interests, and no other public need for the right-of-way exists, the commission may approve the vacation and require that a public utility easement be granted in place of the right-of-way.

Finding 3: A thirty foot utility easement shall be retained.

FIRE DEPARTMENT COMMENTS: Fire Chief Painter did not provide comments.

STAFF COMMENTS/RECOMMENDATIONS:

Planning Commission recommend approval of the right of way vacation with findings 1-3 and the following comments:

1. Retain a 30 foot utility easement along the eastern property line.

ATTACHMENTS

1. Vacation Petition
2. Public Notice

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

E. Staff Report PL 12-69, Bunnell's Sub. No. 19 Tract A 2012 Replat

Planning Technician Engebretsen reviewed the staff report.

Neither the applicant nor representatives were present.

Karin Marks, neighboring property owner, raised concern because of a previous action of the Planning Commission that happened about 7 years ago relating to Swatzell Street not continuing on to Pioneer Avenue. Planning Technician Engebretsen explained that there are issues with access to Pioneer Ave and the conflict is the transportation plan says the road will go through. She recognizes the City and Borough did not require access on an earlier platting action on a different property. It puts a constraint on a future road, but the issue with the transportation plan will not be addressed with this particular plat. The staff recommendations for labeling the street and utility easements are standard.

HIGHLAND/SLONE MOVED TO ADOPT STAFF REPORT PL 12-69 BUNNELL'S SUBDIVISION NO 19 TRACT A 2012 REPLAT WITH STAFF RECOMMENDATIONS.

There was no further discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

F. Staff Report PL 12-71, Homer Enterprises Inc, Subdivision 2013 Replat Preliminary Plat

Planning Technician Engebretsen reviewed the staff report.

Jerry Johnson, project surveyor, commented that he believes this property was addressed through a paper plat back in the 50's and are rubber stamp lots not configured to fit with the topography of the land. There is only one building spot on the three lots combined and the lots are below minimum lot size.

There were no public comments.

Question was raised that utilities are not shown. Planning Technician Engebretsen explained that showing utilities is only a requirement on the preliminary plat. In this case, the utilities here are served by the City, so staff knows where they are.

HIGHLAND/SLONE MOVED TO ADOPT STAFF REPORT PL 12-71, HOMER ENTERPRISES INC SUBDIVISION 2013 REPLAT PRELIMINARY PLAT WITH STAFF RECOMMENDATIONS.

There was no further discussion.



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.cityofhomer-ak.gov

STAFF REPORT PL 12-69

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Planning Technician
MEETING: December 5, 2012
SUBJECT: Bunnell's Subdivision No. 19 Tract A 2012 Preliminary Plat

Requested Action: Preliminary Plat approval for the creation of two lots from one larger lot.

GENERAL INFORMATION

Applicants:	Christian Community Church 3838 Bartlett St Homer AK 99603	Seabright Surveying + Design 1044 East End Road, Suite A Homer AK 99603
Location:	Bartlett Street, east of Spruceview Ave	
Parcel ID:	17513340	
Size of Existing Lot(s):	4.16 acres	
Size of Proposed Lots(s):	3.604 acres, and 0.562 acres	
Zoning Designation:	Residential Office District	
Existing Land Use:	Church	
Surrounding Land Use:	North: Residential/Vacant South: Residential/Vacant East: Residential/Vacant West: Pratt Museum/Residential/Vacant	
Comprehensive Plan:	Goal 1 Objective B: "Promote a pattern of growth characterized by a concentrated mixed use center, and a surrounding ring of moderate to high density residential and mixed use areas with lower densities in outlying areas."	
Wetland Status:	The 2005 wetland mapping shows no wetland areas.	
Flood Plain Status:	Zone D, flood hazards undetermined.	
BCWPD:	Not within the Bridge Creek Watershed Protection District.	
Utilities:	City water and sewer are available.	
Public Notice:	Notice was sent to 51 property owners of 64 parcels as shown on the KPB tax assessor rolls.	

ANALYSIS:

This subdivision is within the Residential Office District. This property is owned by the Christian Community Church. They would like to subdivide off the existing fellowship hall, on the southwest corner of the lot.

2-1-13
pbv

Utility easement

The fellowship hall was constructed before the widening and reconstruction of Bartlett Street. It encroaches into the area that would normally be dedicated as a utility easement. *Staff recommends* the utility easement not be required across Lot 2. Should a utility need the easement in the future, most likely it will need to be planned around the existing building. Staff discourages creating an encroachment that is an encumbrance on the land for financing and future construction.

Driveway access

The new lot line will cut through the driveway that will serve both lots. *Staff recommends* a driveway or shared access easement between the properties. Both buildings have parking and access to the rear, and patrons need legal access to those parking lots. The church owns both properties at this time, but they may not in the future. Platting should ensure proper access for both lots regardless of ownership or land use.

Swatzell Street

The 2005 Homer Transportation Plan (part of the Comprehensive plan) and the 1986 Master Streets and Roads Plan call for the extension of Swatzell Street from Pioneer Ave to Fairview Ave. *Staff recommends* Swatzell Street be dedicated all the way to the north property line.

Preliminary Approval, per KPB code 20.12.0060 Form and Contents Required. The commission will consider a plat for preliminary approval if it contains the following information at the time it is presented and is drawn to a scale of sufficient size to be clearly legible.

1. Within the title block:
 - a. Names of the subdivision which shall not be the same as an existing city, town, tract or subdivision of land in the borough, of which a map or plat has been previously recorded, or so nearly the same as to mislead the public or cause confusion;
 - b. Legal description, location, date, and total area in acres of the proposed subdivision;
 - c. Name and address of owner and registered land surveyor;
 - d. Scale.

Staff Response: The plat meets these requirements.

2. North point;

Staff Response: The plat meets these requirements.

3. The location, width and name of existing or platted streets and public ways, railroad rights-of-way and other important features such as section lines, political subdivision or municipal corporation boundaries abutting the subdivision.

Staff Response: The plat meets these requirements.

4. A vicinity map, drawn to scale showing location of proposed subdivision, north arrow if different from plat orientation, township and range, section lines, roads, political boundaries and prominent natural and manmade features, such as shorelines or streams.

Staff Response: The plat meets these requirements.

5. All parcels of land including those intended for private ownership and those to be dedicated for public use or reserved in the deeds for the use of all property owners in the proposed subdivision together with the purposes, conditions or limitation of such reservations.

Staff Response: Private parcels are shown. No public use areas other than Rights of Way are noted.

6. The names and widths of public streets and alleys and easements including drainage easements existing and proposed, within the subdivision. [Additional City of Homer HAPC policy: Drainage easements are normally thirty feet in width centered on the drainage. Final width of the easement will depend on the ability to access the drainage with heavy equipment. An alphabetical list of street names is available from City Hall.]

Staff Response: The plat meets these requirements.

7. The names of adjacent subdivisions or an indication that the adjacent land is not subdivided.

Staff Response: The plat meets these requirements.

8. Approximate location of areas subject to inundation, flooding or storm water overflow. Indicate if a recognized flood plain is present. Identify and locate the major drainage systems.

Staff Response: The plat meets these requirements.

9. Approximate locations of areas subject to tidal inundation including the mean high water line.

Staff Response: The plat meets these requirements (not applicable to this area).

10. Block and lot numbering per Section 20.16.110 of the borough subdivision code.

Staff Response: The plat meets these requirements.

11. The general location of existing water and sewer utilities, and the intent and methods of the subdivision to utilize and access such utilities.

Staff Response: The plat meets these requirements. Lots will be served by city water and sewer.

12. Provide a contour map of the subdivision and road profiles if road grades exceed 6% on arterial and 10% on other streets.

Staff Response: The plat meets these requirements. No Rights of Way are to be dedicated by this action.

13. Identify and locate on the plat all areas in excess of 20% grade.

Staff Response: The plat meets these requirements.

PUBLIC WORKS COMMENTS: Public Works discussed the dedication of Swatzell, moving Lot 2's property line further north, and the utility easement along Bartlett with Planning and Zoning staff. Public Works had no additional comments. Planning and Public Works staff are in agreement on the staff recommendations.

FIRE DEPARTMENT COMMENTS: Fire Chief Painter did not have any concerns.

STAFF COMMENTS/RECOMMENDATIONS:

Planning Commission recommend approval of the preliminary plat with the following comments:

1. Dedicate the 30 foot wide extension of Swatzell St, to the northern lot line.
2. Label Swatzell Street.
3. Correct Plat note 5 to state "trail easement" instead of "trial easement."
4. Correct Plat note 3 to state "This subdivision is subject to..." rather than "in subject to."
5. Dedicate a 15 foot utility easement on lot 1, along Bartlett and Swatzell Streets
6. Shift the northern lot line of Lot 2 north, to comply with zoning setback requirements.
7. Dedicate a shared driveway easement between Lots 1 and 2 from Bartlett Street.

8. GRANT

ATTACHMENTS

1. Preliminary Plat
2. Public Notice

Vinson, Sylvia

From: Julie Engebretsen <JEngebretsen@ci.homer.ak.us>
Sent: Thursday, August 08, 2013 10:34 AM
To: Vinson, Sylvia
Subject: FW: Lot 38 Bunnel Sun

Hi Sylvia,

Here is the email chain between Paul and I; hopefully it answers the questions?

Julie

From: Voeller, Paul [mailto:PVoeller@borough.kenai.ak.us]
Sent: Monday, November 26, 2012 3:42 PM
To: Julie Engebretsen
Subject: RE: Lot 38 Bunnel Sun

Yes this is the process. Do you know who or why the easement was created to begin with? Do you foresee any opposition? Sometimes it seems someone is always opposed to this type of action.

Still no luck with consulting, I will stay in touch.

pv

From: Julie Engebretsen [mailto:JEngebretsen@ci.homer.ak.us]
Sent: Monday, November 26, 2012 2:49 PM
To: Voeller, Paul
Subject: RE: Lot 38 Bunnel Sun

Sure thing! FYI – there was a very similar vacation on the adjacent lot, although the easement was clearly created by accident by Jerry Anderson (long story). We treated it locally like a right of way vacation, not sure how KPB did it. Bunnell sub Sutton Cups Addition.... Here is the vacation reso
<http://www2.borough.kenai.ak.us/planningdept/PlannComm/Resolutions/2009/200930.pdf>

Thanks for your help on this one!

From: Voeller, Paul [mailto:PVoeller@borough.kenai.ak.us]
Sent: Monday, November 26, 2012 2:46 PM
To: Julie Engebretsen
Subject: RE: Lot 38 Bunnel Sun

Julie,

I believe so but wish to consult first. Usually they are treated much like the public easements at the Pratt Museum, or a section line access easement.

Let me get back to you.

Paul

From: Julie Engebretsen [mailto:JEngebretsen@ci.homer.ak.us]
Sent: Monday, November 26, 2012 2:37 PM
To: Voeller, Paul
Subject: RE: Lot 38 Bunnel Sun

Hi Paul,

That helps a lot! Yes it's a public easement, granted to the city.

Lets say the city agrees there was an error and there is no easement; would a vacation process be the best way to fully extinguish the easement and any future questions? We'd all like to avoid a court case.

Thanks

Julie

From: Voeller, Paul [mailto:PVoeller@borough.kenai.ak.us]
Sent: Monday, November 26, 2012 2:04 PM
To: Julie Engebretsen
Subject: RE: Lot 38 Bunnel Sun

Hello Julie,

This sounds like a Dandy!

What is supposed to control is the original intent. Often this is lost with the passing of time, changes in ownership, peoples plans or even the zoning and use of land. The bugger is that is usually needs to be proven in court if everyone cannot agree.

If an obvious blunder can be found and the owner is willing to live with what is perceived to be the original intent a corrective easement document can be prepared and recorded. A better route than the as-built would be a Deed of Record Boundary Survey or an ALTA/ACSM Land Title Survey. In either case it needs to be recorded so it is in the public record.

Is this a private or public easement? Discrepancies with a public easement are generally ruled (solved) in favor of the public and require public notice and involvement to extinguish or change.

I hope that helps.

Paul

From: Julie Engebretsen [mailto:JEngebretsen@ci.homer.ak.us]
Sent: Monday, November 26, 2012 1:16 PM
To: Voeller, Paul
Subject: Lot 38 Bunnel Sun

Hi Paul!

Hope you had a great Thanksgiving! We did. ☺

I have a somewhat complicated question/issue. Here goes, and no rush. I'm trying to understand the process to resolve the following issue...

What happens when an recorded easement conflicts with itself?

The owner of Lot 38 Bunnell sub (its on Pioneer), has an as-built survey from 1983. That survey shows a 40 wide public right of way easement along a property line. This sizable easement clouds her title and is causing an appraisal issue. She had the title company do a title search, and they determined the easement was shown in error. The recorded easement document claims to apply to her lot, BUT the written description of the easement does not match, and does not cover any part of her lot.

She (land owner) conferred with Gary Nelson, who also agreed the easement was improperly shown on the as-built. He provided a drawing of the easement as described in the recorded easement document. Its actually an easement along Greatland Street, and does not extend up to the subject property. The northern limit of the easement is the centerline of Pioneer Ave, and her lot is north of the centerline.

Easement:

"A strip of land 80 feet in width, the centerline of said strip being described as follows: (goes on to talk about an area along greatland, ending at the Pioneer Ave centerline). The easement further states, "Applies to the following assessor's parcel: Parcel No. 175 142 1300 Lot 38 Bunnell Sub." Lot 38 is not included in the area described in the easement.

I did a little research, and it looks to me like intention was for property to have the easement, but the written description used was incorrect.

Question #1: If the written description of the easement does not include her lot, but the easement document further states it does apply to the property....which is correct? Does she have this easement on her land?

Question #2: If the easement is not on her property, how does the land owner go about showing there is no easement? Is the easiest step, since there is an appraisal involved, to just get a new as-built survey, that correctly shows there is no easement?

Thoughts?

Thanks!

Julie

Julie Engebretsen
Planning Technician
City of Homer

907-435-3119



Kenai Peninsula Borough Planning Department
 144 North Starkey
 Soldotna, Alaska 99580-7100
 Toll free within the Borough 1-800-478-4441, outside 907
 (907) 714-8338

**Petition to Vacate Public Right-of-Way / Section Line Easement
 Public Hearing Required**

Upon receipt of complete application with fees and all required attachments a public hearing before the Planning Commission will be scheduled. The petition with all required information and attachments must be in the Planning Department at least 30 days prior to the scheduled hearing date. By State Statute and Borough Code, the public hearing must be scheduled within 30 days of receipt of complete application.

- Fees - \$200 non-refundable fees to help offset costs of conducting public hearing. ~~For this will be in addition to application fee.~~
- City Advisory Planning Commission. Copy of minutes at which this item was acted on, along with a copy of City Staff Report.
- Name of public right-of-way proposed to be vacated is _____; dedicated by plat of _____ Subdivision, Record Plat No. _____ in _____ Recording District.
- Are there encroached utility easements to be vacated? Yes No
- Are easements in use by any utility company, if so which? recorded
- Easement for public road or right-of-way as set out in (specify type of instrument) Writ of Assesment is recorded in Book 10 Page 280 of the Homer Recording District. (Copy of recorded document must be submitted with petition.)
- Section Line Easement. Width of easement must be shown on sketch.
- Submit three copies of plat or map showing area proposed to be vacated. Must not exceed 11x17 inches in size. In the case of public right-of-way the applicant must include a sketch showing which parcels the vacated area will be attached to. Proposed alternative dedication is to be shown and labeled on the sketch.
- Has right-of-way been fully or partially constructed? Yes No
- Is right-of-way used by vehicles / pedestrians / other? Yes No
- Has section line easement been constructed? Yes No
- Is section line easement being used? Yes No
- Is alternative right-of-way being provided? Yes No

The petitioner must provide reasonable justification for the vacation. Reason for vacation:
The decision by the city and borough that Swartzell Street will not be built to reach and dump out on Diamond Ave means that the general public easement is no longer necessary.

The petition must be signed (written signature) by owners of majority of the front feet of land fronting part of the right-of-way or section the easement proposed to be vacated. Each must include address and legal description of the property.

Submitted by: Signature Karin Marks As Petitioner Representative
 Name KARIN J MARKS
 Address 302 W PIONEER AVE
HOMER AK 99603
Lot 38 Bunnell Subdivision
 Phone 907-399-7421

Followers:
 Signature [Signature] Name LYNETTE S. SUTTON
 Address PO Box 146
Sturgeon, Alaska, CA 99470
 Signature [Signature] Name JAMIE SUTTON
 Address PO Box 146
Sturgeon, Alaska, CA 99470
 Lot 53A1 Bunnell Subdivision } for both
 Sutton Cups Addition }



Voeller, Paul

From: Giefer, Joe (DFG) [joe.giefer@alaska.gov]
Content: Friday, September 20, 2013 3:55 PM
To: Voeller, Paul
Cc: Fink, Mark J (DFG); Litchfield, Ginny
Subject: KPB 2013-132 - Bunnell's Subdivision

Paul,

The Alaska Department of Fish & Game (ADF&G) has reviewed the proposed vacation of the west half (40 feet) of the 80-foot wide public use easement that extends through the east portion of Lot 38 Bunnell's Subdivision, located in Section 19, T. 6 S., R. 13 W., S.M., Alaska. There do not appear to be any actions that would block or remove public access to public lands or waters. ADF&G has no objection to the vacation as proposed. Thank you for the opportunity to review and comment on this proposal. If you have questions or would like to discuss this further, please feel free to call or email me.

Joe Giefer

Habitat Biologist

Alaska Dept. of Fish & Game

Division of Sport Fish

333 Raspberry Road, Anchorage AK 99518

907-267-2336

VISITORS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

Homer Public Library Advisory Board

2013 Strategic Plan

Mission Statement

The Homer Library Advisory Board is formed pursuant to Chapter 1.48 of the Homer Municipal Code to advise and to advocate for the needs of the Homer Public Library.

Library Advisory Board Values

The members of the Library Advisory Board (LAB) will represent the LAB and will advocate for the needs of the Homer Public Library (HPL) to the public, library staff, city government and the city council.

The LAB will develop a unified vision and message that embodies the HPL.

The LAB will collaborate with stakeholders, library staff and city staff on a comprehensive plan to establish a library that meets 21st century standards.

The LAB will encourage communication and collaboration between and among community, staff, volunteers, policy makers and the media around the needs of the HPL.

Library Advisory Board Goals

To advocate for the needs of the HPL, the staff, patrons and activities.

To recommend increased funding for books to modernize and broaden the collection.

To communicate the strengths and assets of the HPL to the public and to policy makers.

To establish operational policies in collaboration with library staff and recommend those policies to the Mayor, City Manager and City Council for action.

To advise the Library Director on the development of budget priorities as well as to recommend additional sources of funding.

To advocate for adequate staffing to address the changing needs of the HPL including supporting the Library Director's request for seasonal, temporary help and an increase in services to youth.

To strengthen ties with advocacy groups, most especially, the Friends of the HPL.

To identify safety and other facility issues and to bring them to the attention of the Library Director and the appropriate city staff.

Of immediate concern is the need to correct the lack of drainage and subsequent icing in the handicapped parking area at the HPL.

To recommend that the City's Economic & Community Development Coordinator assist the Library Director in identifying potential sources of revenue and seeking said grants.

To develop with library staff, the Friends and other interested stakeholders a comprehensive plan for the HPL that includes a vision of where the library will be in 5 years.

To develop an ongoing media campaign to disseminate and promote the Library's vision.

Attend City Council meetings.

Library Advisory Board Priorities:

Recommend that the LAB prioritize goals into immediate and long-term.

PUBLIC HEARING(S)

2014 BUDGET MESSAGE

Fiscal Year 2014

Introduction

Homer City Code Section 3.05.010 requires that the City Manager provide the City Council with a budget proposal for the next fiscal year by the third Friday in October. HCC 3.05.011 states that the budget proposal should be accompanied by a budget message which summarizes the proposal, highlights significant changes from the previous year's budget, and addresses other important fiscal policy considerations.

The budget proposal for Fiscal Year 2014 is attached for your consideration. The Committee of the Whole meeting on October 14th is dedicated entirely to going over the draft budget. The Finance Director will be there to talk about revenue projections and to make sure everyone understands the budget layout and where to find the information they need. The Acting City Manager and Department heads will be available to discuss expenditures and overall fiscal policy. It is my goal to make sure the Council understands the budget and the assumptions that went into putting it together. This is a draft budget and is commonly referred to as the "Manager's Budget." Once the budget ordinance is introduced by Council, (scheduled for October 28), it becomes the Council's budget and amendments can be made as Council deems appropriate.

General Fund

The draft budget contains revenue projections that we consider to be realistic and conservative. The projections are based upon audited numbers from Fiscal Year 2012 and revenue received so far for Fiscal Year 2013 through the end of September. This data is supplemented with tax and economic projections provided by the Borough and the State. Finally, we take into consideration information about economic trends provided by local sources such as the Chamber of Commerce and the Marine Trades Association. Based upon anecdotal information, we expect that the third quarter sales receipts will be significantly higher than last year. We have projected, based upon what we know, that revenues will increase by at least \$400,000 over last year. Once again, we are preparing a budget with limited information regarding revenues. New property tax information and additional sales tax information will become available in November. Therefore, it is possible that the Council will be able make budget amendments based upon this new information prior to final adoption of the budget in December.

On the expenditure side, this can basically be described as a "status quo" or "treading water" budget. The budget is "balanced" in the sense that expenditures do not exceed revenues. The budget is basically flat with the exception of the new items added which include funding for depreciation, Phase I of the IT upgrades, and a 2% COLA. Noteworthy expenditure reductions occurred in fuel costs and insurance premiums. The conservation and risk management measures we have implemented are paying off.

Unfortunately, revenue limitations prevent us from proposing that important programmatic and staffing issues be addressed at this time. In addition to that, proposed contributions to depreciation accounts are less than desirable and cannot be increased unless revenue projections improve or significant program cuts are made. Hopefully, it will be possible to address depreciation further either before the budget is adopted in December or at mid-year. Once again, the Department Heads have been very frugal with respect to operating expenditures and keeping costs down. There are very few increases in line items that are discretionary. The Budget contains very lean departmental operating budgets.

On the capital and equipment side, this budget contains proposed expenditures that begin to address the priority needs backlog. A description of these expenditures and a justification for them is included in the budget. These expenditures can be explained more fully at the Committee of the Whole meeting. They include repainting the 1995 backhoe, removing an underground fuel tank at the airport, and a new vehicle for the project manager at Public Works, a new phone system, air conditioner for the radio room and new squad car for the Police Department, a new gas detector and external fire escape for the Fire Department, new technology equipment at the Library, and Phase One / virtual server and storage arrays for IT. Unfortunately, I was not able to approve other worthy projects. These projects are included at the back of the budget and I hope to have those added soon.

Highlights / What is and is not Included

This section contains a list of highlighted items in the operating budget that are of great interest and importance to the City Administration, City employees, the Council, and the general public. These are issues that the Council is likely to hear much more about as the budget approval process moves forward.

- COLAs: The budget includes a 2% COLA for all employees. The employees have not received a COLA for the past five years. Adding a COLA is consistent with the Council's request that we look at the entire compensation package and not just focus on health insurance. The COLA helps employees keep up with inflation and helps to partially compensate for the pay cut contained in the health insurance plan amendments. The cost of living continues to rise and the value of City compensation continues to erode. This issue is beginning to affect the City's ability to recruit and retain quality employees. I hope Council will increase the COLA if it has the opportunity.
- Personnel: This budget does not include any new personnel, including positions requested and filling currently vacant positions. From a management perspective, I can tell you that we have very urgent needs in some departments, especially Police Dispatch, building maintenance, parks, and the library.
- Depreciation: This budget contains a minimal amount of money for depreciation. The good news is that we were at least able to transfer some money into depreciation accounts this year. That was not the case last year. The fleet reserves are funded at last year's levels.
- Nonprofits: This budget contains funding for all nonprofits at last year's levels. The Chamber of Commerce has formally requested an increase in its budget allocation. Other requests may be coming. None of these requests are included in this draft budget. The Council may amend this part of the budget as it sees fit and appropriate.
- Money for a Parks and Recreation Needs Assessment is not included due to budget limitations.

- Money requested by the Public Arts Committee for Baycrest gateway is not included due to budget limitations.

Budget Priorities

This section contains the City Manager's budget priorities for items that are presently not included in the budget. If revenue projections improve before December or by mid-year 2013, I would recommend that the following be added to the budget.

- Personnel: We have very serious needs in some departments, especially Police Dispatch, Public Works and the Library. Staffing requests from Fire Department are well supported and would improve public safety and public services. Parks could really use another seasonal employee. The top, critical priorities from my perspective are filling the vacant police dispatch position, upgrading the Children's Librarian position, and getting help for building maintenance.
- Depreciation: It is the Council's adopted policy to provide significant funds for depreciation and I could not agree more. This should be addressed if more revenues become available.
- COLA: This issue is very important for competitiveness and for the morale of City employees. Unfortunately, I could only find enough money for 2%. That does not keep up with inflation over the past five years.

Policy Considerations

There are several important General Fund policy consideration that I believe the Council should take into consideration as it moves ahead with budget discussions.

- Health Care Costs: Rapidly escalating health insurance costs continue to consume more and more of the available revenues despite recent steps that were taken to restrain or reduce costs. This puts significant constraints on the City's ability to address program and service delivery needs. We believe the amendments proposed for the health insurance plan which accompany this budget will address the problem in a very significant and meaningful way. We look forward to your response.
- Core Programs: There has been a good deal of discussion lately about new programs and services that the public wants but the City cannot afford. The public has been asked to identify where the money would come from or to show that they were willing to pay for it. I think at this point, it would be useful to note that the City needs some of that additional revenue to take care of its most basic services and functions. The fact that we are continually talking about the lack of funds for depreciation, maintenance and repair, replacement of aging equipment, vacant positions and competitive compensation should be an indicator.
- The Disconnect: There continues to be a huge public disconnect between what we want and what we are willing to pay for and maintain. We all love our capital projects. There is no shortage of ideas about new programs, new services, and new infrastructure. There are so many examples and the pressure continues to grow. We continue to build new stuff and make requests for more. Unfortunately, all of that new stuff requires money and increased staffing for maintenance and operations. The City's maintenance and operations responsibilities continue to grow while the

budget and staffing levels continue to stagnate and in many cases, decrease. The City staff have done an excellent job of increasing efficiency and “doing more with less.” However, we are getting very close to our limits and the point of diminishing returns. This needs further public discussion.

Port and Harbor Enterprise Fund

The Draft FY 2014 Budget projects that revenues will increase by approximately \$200,000. We believe that number is very conservative and it ultimately could be significantly more than that. Most of the increase is related to increased activity at the Deep Water Dock which we expect to continue. This projection does not assume that the drilling Rig Endeavor will dock there again this year. It also does not include any increases in fees. An increase across the board to cover inflation is recommended and fee increases are also recommended by Northern Economic in their new rate study. Fees will be discussed in detail by the Port and Harbor Commission and it may make recommendations by the time the Budget is formally introduced on October 28. Revenue projections are based on actual revenue receipts in 2012 and receipts to date in 2013. We also take into consideration current revenue trends and business cycles. The projected revenues are sufficient to cover basic maintenance and operations. The Enterprise Fund is balanced in the sense that expenditures do not exceed revenues. This Budget contains revenues of \$4,544,817 and expenditures of \$4,534,344.

Expenditures have changed very little from last year if you look solely at maintenance and operations. The Port and Harbor staff has been very frugal and efficient when it comes to costs that are within their control. The increase in overall expenses is attributable largely to a substantially larger transfer to depreciation reserves and to new bond payments. This budget funds depreciation at \$705,217 which is about \$200,000 more than last year. It also transfers \$300,000 into the Bond Reserves Account. In short, the fee increases instituted in 2012 and 2013 are doing exactly what they were intended to do; cover the cost of bond repayment and provide additional revenue for depreciation. Overall, the Enterprise Fund is in pretty good shape. There are operational needs that cannot be funded at this time but should be identified and prioritized. Chief among them is the need to increase staffing levels and contributions to depreciation accounts.

This budget contains several relatively small capital expenditures which total \$62,000. They are all explained and justified in the budget document and can be discussed more fully at the Committee of the Whole meeting. Capital improvements include maintenance cameras at the Fish Dock, a float sweeper, a new door on the Fish Dock cold storage unit, a used two wheel drive vehicle, and a new waste oil heater for the maintenance shop.

Budget Priorities

If the revenue picture were to change in a positive way, there are several priority items that I would recommend be added to the budget or receive increased funding.

- Depreciation: The depreciation account fund balance is insufficient for the amount of assets the Port and Harbor owns and maintains and transfers to this account are far below what is recommended by the auditors.

- Funding for a Port Operations Specialist.

Budget Policy Considerations

- Depreciation: The depreciation fund balance remains insufficient given the assets of the Port and Harbor. This fund took a big hit when approximately \$800,000 was transferred recently to the Port Bond Reserves Account. According to the Bond Bank, we should transfer that money back into the depreciation account. The Bond Reserve account only needs to have a balance of 1:25 times the annual bond payment. The City should find ways to increase contributions to the depreciation fund.
- Revenues for Operations: Fees were increased recently to cover anticipated bond payments and depreciation. However, this left little room for additional fee adjustments to cover increasing maintenance and operations costs. The City recently received the rate study it commissioned from Northern Economics. The study addresses maintenance and operations and the level of revenues that are needed to make the enterprise fund sustainable.
- Staffing levels: Staffing levels have not changed for many years but duties and responsibilities have increased dramatically. Most evenings there is only one harbor officer on duty which is a bit risky considering the total value of not only the port and harbor assets, but the value of assets mooring in or otherwise using the facilities.
- Revenues Generally: Significant structural changes are occurring in both the commercial and sport fishing industries. It will be important to monitor these changes and their potential impacts upon the revenues and business model of the port and harbor.

Water and Sewer Special Revenue Fund

There is good news overall about the Water and Sewer Special Revenue Fund. This proposed budget is balanced and there is no need to dip into the reserves, raise fees, or make unsustainable cuts to an already lean budget. The Fund is expected to be operating in the black in 2014 which is good news for all. The projected revenues are conservative. We felt that a conservative approach was necessary because revenues under the new rate structure are much more dependent on consumption than the prior fee schedule which brings with it a greater level of uncertainty. In addition we don't know what effect the new schedule might have on consumer behavior. Consumption was definitely trending upward this year and that provides a measure of confidence in our projections. The projected revenues are sufficient to cover budgeted expenditures. The budget is balanced in the sense that expenditures do not exceed revenues. At the time this report was written, revenues were projected at \$3,621,500 and expenditures were \$3,616,062. Some last minute adjustments are anticipated before the Council receives the final draft.

Expenditures for basic maintenance and operations have changed very little from last year. In fact, the sewer budget has actually decreased slightly. The Water and Sewer Superintendent and his staff should be commended for providing a very lean and efficient operating budget and for holding expenses down. The slight increase in expenditures is mostly attributable to increases in fixed costs. This budget transfers the minimal amount (\$200,000) into the depreciation account. More would be desirable.

The draft budget contains a number of capital expenditures which will come out of depreciation and fleet reserve accounts. The capital budget includes a total of about \$75,000 in expenditures for sewage lagoon improvements, a water storage tank diffuser, a snow plow and flatbed for an existing truck, mixed oxidant disinfectant at the water treatment plant, and a new mid-size 4by4. If more revenues become available, it is recommended that they be placed into the depreciation account.

Policy Considerations

- Increasing Customers: This has been discussed many times before. One of the fundamental flaws that needs to be addressed is that we have an expensive and expansive treatment, collection and distribution infrastructure and very few customers to pay for maintenance and operations. There are many ideas for increasing the customer base from in-filling, to expanding the system to the rest of the city, to identifying new buyers for bulk water. All of these ideas should be explored further.
- Rate Model: 2014 will be the first year for the new rate structure and it should provide us with experience and good information as we head into 2015. We would recommend that the Council consider spending some funds to commission a rate study similar to the one it received for the Port and Harbor.



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 13-137

TO: Mayor Wythe and Homer City Council

FROM: Walt Wrede

DATE: October 5, 2013

SUBJECT: Amendments to Employee Health Insurance Plan

Introduction

In June of this year, the City Council held a workshop to hear a presentation from the City's insurance broker / consultant on the state of the employee health insurance plan. The picture presented was bleak despite recent amendments to the benefit package, the implementation of employee premiums, an increase in the City contribution, and the implementation of a new wellness program. Health care costs are rising so rapidly that it affects every decision we make about the budget. Health Insurance is now driving the bus. There are many factors contributing to this including escalating medical costs, an aging workforce, and very high utilization of a rich plan.

Following is a quick recap of the workshop information. In calendar year 2012, the City budgeted \$1,300 per employee per month for health insurance. Actual expenses for that year were \$1,912.82 per employee per month. The City experienced cost overruns for that year of \$641,115. In 2013 (this year), the City contribution was raised to \$1,500 per employee, per month. The average cost was \$1,871.20 per employee per month at the end of May and based upon that trend, it was projected that the City would lose another \$371,290 in 2013. The Council transferred \$800,000 from reserves to the self-insurance fund as part of the mid-year budget amendment. This transfer covered real and projected losses for these two years but it did little to replenish the insurance reserve fund.

To make matters worse, the broker projected that if no changes were made to the plan, the cost in 2014 would be \$2,050.81 per employee, per month or \$2,486,588 a year. This would require another \$600,000 and would likely result in significant budget cuts. It was clear to everyone that this trend is not sustainable.

Response

The consensus of the Council was that we needed to again address rapidly rising health care costs. Several ideas were floated about how to approach it. The Council was informed that the Administration was already working on amendments to the plan for consideration. It was generally agreed that the best and most appropriate course of action would be for the administration to amend the plan and for the Council to approve it as part of the normal budget process. The City Manager reported that the administration's goal was to keep the City contribution at the same level as 2013; \$1,500 per employee, per month. The extra funds needed would be made up through changes in the plan and a larger employee contribution.

Since the June workshop, HR Director Andrea Petersen and Insurance broker Jeff Paxton have been working almost non-stop to come up with plan amendments that satisfy our goals. Finance Director John Li and I were brought into the conversation at crucial decision making points. The broker also called upon other experts and an actuarial as needed. Our goals going into this process were:

- Maintain the current (FY 13) City contribution of \$1,500 per employee, per month in order to slow the rapid growth in City expenses for health insurance and protect other programs from budget cuts.
- Protect existing jobs and programs
- Produce health insurance plan options for employees that are still very good plans compared to industry standards and comparable cities and organizations.
- Minimize to the extent possible the financial impacts to employees.
- Compensate employees for the loss in benefits with a COLA (if possible).
- Mitigate the potential impacts of the excise tax.
- Have the amendments approved as part of the normal budget process.

Andrea and Jeff worked very hard to come up with a plan that was sustainable and at the same time minimized to the extent possible the impacts on employees. This was a very difficult task given the magnitude of the problem. I believe they reviewed and adjusted at least 80 different plans using different assumptions, utilization trends, and interpretations of the data. We started out thinking that we would do as much as we could with plan amendments and try to minimize premiums (money deducted from paychecks). The two plans forwarded to employees ended up containing both plan amendments and increases in premiums. Significant increases in premiums was necessary because if we relied totally on plan amendments, we would have had deductibles and out of pocket max levels so high that the end result was a plan that essentially covered only catastrophic events.

We met with employees the weeks of September 23 and 30 to explain the need for changes and go over the new, proposed insurance plans. The reaction was what you might expect.

Employees in general were not very happy. Many employees knew this was coming sooner or later and were not surprised. Others appreciated the fact that they have a choice between two different plans. Employees who are recent arrivals let us know that these are still good plans compared with what is available in most other places.

But, there is no way to sugar coat this. If implemented, this would be a significant reduction in employee benefits and real hit to their wallets. I don't like reducing employee benefits and would increase them if I had the resources to do so. They deserve it. The biggest impact will be disproportionately to employees in middle income brackets who have families. From my conversations with employees, it seems like the premiums are a bigger concern than increases in deductibles and other plan amendments. This is a lot to absorb all at once and will really impact family budgets. The Council could reduce premiums or delay their full implementation but that would likely require budget cuts elsewhere, new revenues, or acceptance of the risk that there might be additional cost overruns and no replenishment of the reserve fund.

Based upon the feedback we received from employees, we reduced the new premiums 20% across the board with the exception of the premium for employee only. The plans were calculated to cover the Plan costs and replenish the reserve fund. After a lot of additional number crunching, I concluded that this reduction in premiums was an acceptable risk. If this decision turns out to be a bad move, the risk is that the reserve fund will not be replenished and further adjustments may be necessary.

It is projected that the two plan options that have been rolled out would save the City approximately \$600,000 in 2014 assuming we did nothing and maintained the status quo. It is important to be clear about this though. We have not cut the City budget for health insurance. We have simply stopped the escalation in cost. The City contribution to insurance is maintained at last year's level. The employees are making up the additional cost through plan amendments and premiums. It is hoped that these plans will result in employees thinking more like consumers and making typical consumer choices when it comes to purchasing health care services. The result could be less utilization and lower costs.

Characteristics of the New Plans

Copies of the proposed health insurance plans that have been provided to the employees are attached for your information. A copy of the current plan is also attached for comparison purposes. In short, the primary amendments contained in the new plans are:

- Two plans for employees to choose from; a "Core Plan" and a "Buy-Up Plan."
- Unbundling of medical, dental, and vision plans.
- Higher co-pays, higher deductibles, and higher out of pocket limits.

- The preferred Provider Organization (PPO) Network will no longer be silent to the participant
- Higher premiums (payroll deductions)
- A new co-pay for office visits.
- New fees for spouses who have insurance at their own employer but choose to seek coverage by the City Plan.
- Payments / incentives to employees who “opt-out” and take coverage with their spouse’s plan.

The Process Going Forward

It is my understanding that the Council’s expectation is that the Administration will amend the health insurance plan to reduce the City’s costs, hold the City contribution to the same level as the FY 2013 Budget, and submit the package to Council as part of the normal budget approval process. We have completed our work. I believe that we have produced the best product we could given the circumstances and the limited financial resources available to us. This has been a very painful process as you might imagine. But I believe that if implemented, the new plan will slow the rapid escalation in health care costs and still provide a very good benefit to employees. I very much want to provide a COLA this year but chances are that I may not be in a position to do so in the draft budget. I would welcome any Council discussion about COLAs or providing assistance with the premiums however, you should be aware going in that this will likely mean cuts somewhere else or new revenue.

The Budget schedule calls for the City Manager to deliver the draft budget to the Council by October 14. This is the date of a regular Council meeting and the Committee of the Whole will be used for an introduction to the draft FY 2014 Budget. As part of the budget discussion, we can also review the proposed health insurance plan.

I would strongly recommend that the Council let us know early on whether it is in favor of this plan or not. Council will have two opportunities to do this, at the meeting on the 14th, when the budget is delivered to you and on October 28th, when the budget is formally introduced by ordinance. The reason for requesting that you act quickly on this is that in order to implement the new plan beginning January 1, 2014, we must start an open enrollment period on November 1. The open enrollment period will last for two months until the end of December.

Future Recommendations

As we worked our way through this process, it became clear to me that a self- insured plan may no longer be the most cost effective approach for the City. The self-insured plan has served us very well for many years. For a long time, the City had the best coverage at the

lowest cost per employee of any City. But things have changed, and changed rapidly. We now have some of the highest costs per employee. There are many possible reasons for this. The reasons include rising medical costs overall, an aging workforce, a rich plan that results in high utilization and costs, and a very small pool over which to spread the risk.

I would recommend that the City stick with the self-insured plan for at least one more year until we have more information about some of the variables and uncertainties that currently exist. As things shake out, we might recommend a variety of changes next year that could reduce costs further. For example:

- The exchanges: As you know, the Affordable Health Care Act includes insurance exchanges which are currently being established. These exchanges may provide options that are not available now.
- Private Insurance: As we amend the benefit package to get closer to industry standards, the bids we receive from the private sector insurance companies become more and more attractive. We are rapidly moving toward the time when private insurance will be cheaper than the self- insurance plan.
- Plan Utilization: The proposed plan is projected to change utilization as employees make choices about where and how to spend their money. In short, there is a possibility that utilization may decrease, thus reducing costs.

Council will also need to consider how it will respond if costs continue to escalate in future years. Will the City increase its contribution? Will the City and employees split the additional costs based upon some formula? Employees are very worried about this because they know health care costs will only continue to go up. These are discussion items we will need to have as we move forward.

Thanks for your time and consideration. As always, do not hesitate to contact me if you have any questions or comments.

City of Homer - Current Medical Plan, 2013 -

		CURRENT PLAN	
		In Network	Out of Network
Lifetime Maximum		Unlimited	
Deductible (Single / Family)		\$100 / \$300	70% / 30%
Coinsurance		90% / 10%	
Out of Pocket Max (Deductible Not Included)		\$500 single / \$1,500 family	
Provider Network		First Choice	None
Office Visit		100%	30% after deductible
• Primary Care Physician		10% after deductible	30% after deductible
• Specialist			
Diagnostic Lab & X-Ray		10% after deductible	30% after deductible
• All Other		10% after deductible	30% after deductible
• Complex		100%	100%
• Preventive			
Preventive Care		100%	100%
Hospital		10% after deductible	30% after deductible
• Inpatient Facility		10% after deductible	30% after deductible
• Outpatient Surgery		10% after deductible	30% after deductible
• Emergency		10% after deductible	
Prescriptions		\$5 / \$10 (generic/brand name)	
• Retail (30-day supply)		\$10 / \$30 (generic/brand name)	
• Mail Order (90-day supply)			
Mental Health		10% after deductible	30% after deductible
• Inpatient		100%	30% after deductible
• Outpatient			
Spinal Manipulation (10 visits/year)		100%	30% after deductible

FT Employee Payroll Deductions		
26 Pay Periods		
Med/Dental/Vision Premium Effective April 1, 2012	Employee Only	Per Pay Period
	Spouse	\$17.84
	Spouse	\$56.75
	Child (each)	\$4.81

PT Employee Payroll Deductions		
26 Pay Periods		
Med/Dental/Vision Premium Effective April 1, 2012	Employee 20 Hr	Per Pay Period
	Employee 20 Hr	\$35.68
	Employee 24 Hr	\$29.73
	Employee 28 Hr	\$25.48

City of Homer - Medical Dual Plan Option - January 1, 2014

		CORE PLAN	
		In Network	Out of Network
Lifetime Maximum		Unlimited	
Deductible (Single / Family)		\$1,500 / \$4,500	\$4,000 / \$12,000
Coinsurance		70% / 30%	50% / 50%
Out of Pocket Max (Deductible Not Included)		\$3,000 / \$9,000	\$4,000 / \$12,000
Provider Network		First Choice	None
Office Visit			
• Primary Care Physician		\$35 copay	50% / 50% after deductible
• Specialist		\$35 copay	50% / 50% after deductible
• Spinal Manipulation (10 visits/year)		\$35 copay	50% / 50% after deductible
• Acupuncture		\$35 copay	50% / 50% after deductible
• Physical Therapy		\$35 copay	50% / 50% after deductible
Diagnostic Lab & X-Ray			
• Complex		70% / 30% after deductible	50% / 50% after deductible
• All Other		70% / 30% after deductible	50% / 50% after deductible
• Preventive		100%	100%
Preventive Care		100%	100%
Hospital			
• Inpatient Facility		70% / 30% after deductible	50% / 50% after deductible
• Outpatient Surgery		70% / 30% after deductible	50% / 50% after deductible
• Emergency		\$150 copay (waived if admitted), 30% after deductible	
Prescriptions		(generic/brand name formulary/brand name non-formulary)	
• Retail (30-day supply)		\$25 / \$50 / \$75	
• Mail Order (90-day supply)		\$50 / \$100 / \$150	
Mental Health			
• Inpatient		70% / 30% after deductible	50% / 50% after deductible
• Outpatient		\$35 copay	50% / 50% after deductible

City of Homer Core Medical Plan	
2014 Employee Contribution	
Pay Periods: 26	
EE Only	\$ 46.15
EE + Spouse	\$ 92.30
EE + Child	\$ 64.62
EE + Children	\$ 101.54
EE + Sp + Child	\$ 120.00
EE + Sp + Children	\$ 138.46

Spousal Cost-Sharing Fee (EE Pays)	\$200/month	\$92.30/pp
(Spouse has coverage with employer but elects COH medical plan)		
EE elects spouse M/D/V insurance (COH Pays)	\$250/month	\$115.38/pp
EE elects spouse medical insurance (COH PAYS)	\$200/month	\$92.30/pp

2014 Payroll Deductions for Part-Time Core Plan	
Employee 20 Hr	\$92.30
Employee 24 Hr	\$78.46
Employee 28 Hr	\$73.84

This is a summary of benefits. This is not a contract.

City of Homer - Medical Dual Plan Option - January 1, 2014

		BUY-UP PLAN	
		In Network	Out of Network
Lifetime Maximum		Unlimited	
Deductible (Single / Family)		\$400 / \$1,200	\$800 / \$2,400
Coinsurance		80% / 20%	60% / 40%
Out of Pocket Max (Deductible Not Included)		\$2,000 / \$6,000	\$3,000 / \$9,000
Provider Network		First Choice	None
Office Visit			
<ul style="list-style-type: none"> Primary Care Physician Spinal Manipulation (10 visits/year) Acupuncture Physical Therapy Specialist 		\$30 copay \$30 copay \$30 copay \$30 copay \$30 copay	60% / 40% after deductible 60% / 40% after deductible 60% / 40% after deductible 60% / 40% after deductible 60% / 40% after deductible
Diagnostic Lab & X-Ray			
<ul style="list-style-type: none"> Complex All Other Preventive 		80% / 20% after deductible 80% / 20% after deductible 100%	60% / 40% after deductible 60% / 40% after deductible 100%
Preventive Care		100%	100%
Hospital			
<ul style="list-style-type: none"> Inpatient Facility Outpatient Surgery Emergency 		80% / 20% after deductible 80% / 20% after deductible \$100 copay (waived if admitted), 20% after deductible	60% / 40% after deductible 60% / 40% after deductible
Prescriptions		(generic/brand name formulary/brand name non-formulary)	
<ul style="list-style-type: none"> Retail (30-day supply) Mail Order (90-day supply) 		\$10 / \$20 / \$30 \$20 / \$40 / \$60	
Mental Health			
<ul style="list-style-type: none"> Inpatient Outpatient 		80% / 20% after deductible \$30 copay	60% / 40% after deductible 60% / 40% after deductible

City of Homer Buy-Up Medical Plan	
2014 Employee Contribution	
Pay Periods: 26	
EE Only	\$ 51.65
EE + Spouse	\$ 194.46
EE + Child	\$ 139.14
EE + Children	\$ 215.53
EE + Sp + Child	\$ 249.78
EE + Sp + Children	\$ 293.90

Spousal Cost-Sharing Fee (EE Pays)	\$200/month \$92.30/pp
(Spouse has coverage with employer but elects COH medical plan)	
EE elects spouse M/D/V Insurance (COH Pays)	\$250/month \$115.38/pp
EE elects spouse medical insurance (COH PAYS)	\$200/month \$92.30/pp

2014 Payroll Deductions for Part-Time Buy-Up Plan	
Employee 20 Hr	\$103.30
Employee 24 Hr	\$87.81
Employee 28 Hr	\$82.64

This is a summary of benefits. This is not a contract.

City of Homer - Dental Plan Option - January 1, 2014

		<p align="center">Benefit</p>
<p align="center">Calendar Year Deductible Per Person Deductible Applies to</p>		
<p>Class A Services ~ Preventive</p>	<p>\$100 / \$300 Class B Service - Basic Class C Service - Major</p>	<p>100%</p>
<p>Class B Services ~ Basic</p>		<p>80%</p>
<p>Class C Services ~ Major</p>		<p>50%</p>
<p>Maximum Benefit Amount Per Person Per Calendar Year</p>		<p>\$1,500</p>
<p>Maximum Benefit Amount Per Person Orthodontics</p>		<p>\$750</p>

<p align="center">City of Homer 2014 Payroll Deductions</p>		
<p>Pay Periods:</p>	<p>Select: <input type="text" value="26"/></p>	
<p align="center">Dental Plan</p>		
<p>EE Only</p>	<p>EE Contribution</p>	<p>\$2.31</p>
<p>EE + Spouse</p>		<p>\$4.62</p>
<p>EE + Child</p>		<p>\$4.62</p>
<p>EE + Children</p>		<p>\$6.92</p>
<p>EE + Sp + Child</p>		<p>\$6.92</p>
<p>EE + Sp + Children</p>		<p>\$11.54</p>

City of Homer - Vision Plan Option - January 1, 2014

 	<p align="center">Benefit</p>
Exam (including contact fitting exam)	80%
Single/Bifocal/Trifocal Lenses/Frames	100% up to \$175
Lenticular Lenses/Frames	100% up to \$275
Contact Lenses	100% up to \$125

<p align="center">City of Homer 2014 Payroll Deductions</p>															
Pay Periods:	Select: <input type="text" value="26"/>														
<table border="1"> <thead> <tr> <th data-bbox="203 598 462 812">Vision Plan</th> <th data-bbox="462 598 755 812">EE Contribution</th> </tr> </thead> <tbody> <tr> <td>EE Only</td> <td>\$3.25</td> </tr> <tr> <td>EE + Spouse</td> <td>\$6.50</td> </tr> <tr> <td>EE + Child</td> <td>\$6.50</td> </tr> <tr> <td>EE + Children</td> <td>\$9.75</td> </tr> <tr> <td>EE + Sp + Child</td> <td>\$9.75</td> </tr> <tr> <td>EE + Sp + Children</td> <td>\$16.25</td> </tr> </tbody> </table>		Vision Plan	EE Contribution	EE Only	\$3.25	EE + Spouse	\$6.50	EE + Child	\$6.50	EE + Children	\$9.75	EE + Sp + Child	\$9.75	EE + Sp + Children	\$16.25
Vision Plan	EE Contribution														
EE Only	\$3.25														
EE + Spouse	\$6.50														
EE + Child	\$6.50														
EE + Children	\$9.75														
EE + Sp + Child	\$9.75														
EE + Sp + Children	\$16.25														



City of Homer

www.cityofhomer-ak.gov

Volunteer Fire Department

604 East Pioneer Ave
Homer, Alaska 99603

fire@cityofhomer-ak.gov

(p) 907-235-3155

(f) 907-235-3157

Memorandum 13-138

TO: Mayor and City Council
THROUGH: Jo Johnson, Acting City Manager
FROM: Robert Painter, Fire Chief
DATE: October 7, 2013
SUBJECT: Fire Department Budget Requests

Honorable Mayor Wythe & City Council:

Having reviewed the City Manager's Budget Memo to Council I would like to provide comment regarding the lack of support for the numerous funding requests presented to the City Manager regarding urgently needed and necessary maintenance issues regarding the existing station and the serious lack of advanced life support coverage during the summer months.

The Homer Volunteer Fire Department was established in 1952 by volunteers dedicated to providing fire protection and ambulance service to their neighbors. In 1979, following years of fundraising, the existing station on Pioneer Avenue was constructed using mostly volunteer time and labor and dedicated in 1980. Following consolidation with the City of Homer in 1990, the station and other assets were transferred to the city's care. Except for a major seismic construction upgrade and other necessary repairs in 1996/97 there has been little done to the station except routine maintenance. The majority of the floor coverings (rubber tile and carpeting) is original to the building (installed in 1979) and is simply wearing out. The exterior of the building, last stained more than 5 years ago, is also in desperate need of repainting and staining to maintain both the structure of the building and to prevent rot and decay of this critical infrastructure.

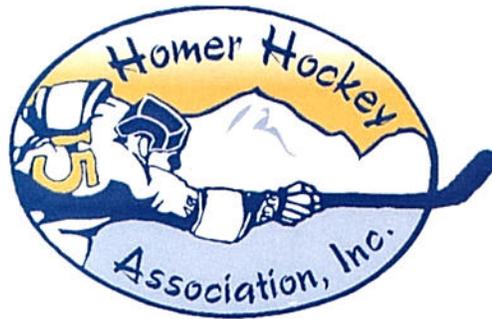
We realize that replacing the existing fire station with a new Public Safety Building has been identified as a capital priority but this process, with all good intentions, will still take at least 3-5 years before completion, if funding is obtained. In the meantime, it is vital that the existing facility be adequately maintained so that it retains its value and functionality. Deferring routine maintenance is neither wise, nor fiscally prudent if there is money in the building depreciation account.

As indicated in the City Manager's memorandum, his budget only included funding to replace the exterior fire escape and to replace aging and obsolete gas detectors and calibration equipment necessary for the safety of our responders.

For Fiscal Year 2014 the Fire Department also requested funding for two, full-time seasonal Emergency Service Specialists (Firefighter/EMT-3) personnel to help provide coverage during the summer when a number of our volunteer responders are on leave and our paid staff tend to take annual leave (full staffing places 3 personnel [Fire Chief, Departmental Services Coordinator and ESS] in the station during the workweek 8 am until 5 pm, but only 1 on duty [ESS] 24 hours). As the call volume of the fire department continues to rise almost every year, our volunteer membership is harder pressed to be available around the clock, especially during the daytime hours when the majority of calls are handled. These two seasonal employees would aid in providing a more immediate response to calls both during the day and help ensure that advanced life support is available 24/7 as required by our ambulance certification level. As the fire department has had a vacant full-time position for some time (Assistant Chief), the remaining staff strives to provide continuous EMS coverage, often resulting in overtime and on-call pay.

I can assure the Mayor and City Council it is not my desire or intention to create a fully paid fire department. The community has been well served by the mostly volunteer fire department for over 60 years, and we strongly desire to retain both the volunteer spirit and level of professionalism demonstrated by HVFD from its inception. None-the-less, I do believe that we have reached a crossroads in the evolution of the fire service in Homer and must, for the benefit of our community, add more paid personnel during the busiest time of year to relieve the stress on both paid staff and volunteers alike.

I request the Council's support of my request for additional seasonal personnel in the 2014 budget.



P.O. Box 2703, Homer, Alaska 99603 - (907) 235-2647 – www.homerhockey.org

October 4, 2013

Homer City Council
491 E Pioneer Ave
Homer, AK 99603

Dear Mayor Wythe, Homer City Council Members and City Manager Walt Wrede:

The Homer Hockey Association Board wishes to express its support for the proposed “Parks and Recreation Needs Assessment” to be included in the 2014 budget. This study will provide the important data needed to adequately identify and plan for existing and future parks, trails and recreational opportunities in the Homer area including the activities provided by the Homer Hockey Association. Thank you for your time, energy and support as we truly believe that recreation is an essential component contributing to the well-being of every resident of and visitor to Homer. Additionally, recreational opportunities play major roles in creating and sustaining a successful and healthy community.

With appreciation,

Homer Hockey Board of Directors

September 30, 2013

To the Members of the Homer City Council:

By the time you receive this letter, there will be at least one – and possibly two – new faces on the City Council. Whatever the results of the election, I wish new and current members of the Council the wisdom and patience it takes to properly conduct the people’s business. Public service takes a tremendous amount of time and energy, and it is often a thankless task. Good luck.

As you now settle in and tackle the upcoming budget, I ask that you consider incremental funding for the Homer Public Library. In particular, I ask that you consider increased funding for the library’s badly outdated book collection, as well as increased funding to bring the Youth Services Librarian position from part-time to full-time. I can only hope that you will keep an open mind as you review the facts.

The book budget has been an ongoing issue for many years, with Homer perpetually behind the curve when compared to neighboring communities of similar size. In 2012, for example, the Homer Library’s book budget was \$23,000, compared to \$48,500 for Kenai, \$50,300 for Kodiak, and \$40,000 for Soldatna. The City Council increased the book budget in 2013 to \$33,000 (thank you!), but we still have a lot of catch up. The average publication date of our adult non-fiction collection is 1992, for goodness sake! The Library Advisory Board provided an excellent overview of these dismal facts at a recent City Council Meeting. If any members missed that meeting, I hope that you will take the time to review that information.

The Youth Services Librarian is currently funded part-time at 28 hours per week. That is not enough to meet the demand, which has increased steadily each year and even more since the closure of the Boys and Girls Club. If you have had occasion to visit the library during Story Hour or any Summer Reading Program event, you already know how popular those programs are (who knew that we could squeeze over 150 adults and children into the Children’s Library for a puppet show?). Those and similar programs are not just one-off events – they take time and organization. A Youth Services Librarian staffing the Children’s Library during peak hours would also provide for greater oversight of the materials and facility, as well as allowing for a check-out area in the Children’s enclosed space, thus decreasing noise and congestion at the main circulation desk.

One other thing – about that puppet show? In case some of you find that to be a “non-essential” expenditure of city funds, you should be aware that the puppeteer and supplies associated with that event – and indeed all of the Summer Reading Program events as well as many other events and programs held at the Library – were paid for by the Friends of the Homer Public Library. Since the new Library opened, the Friends have provided over \$130,000 in direct support of Library services and programs. This includes expenditures for programs and events that some might find non-essential (a puppet show) as well as some very essential items like landscape improvements/maintenance, memberships to the American Library Association and Grant Station, and needed equipment and shelving. In addition, volunteers provide hundreds of hours augmenting the Library’s bare bone staff by doing everything from shelving books to mending much-loved books so that they can be checked out again. The point being – we are doing our part. It is up to you to ensure that the City does its part to fund this very essential service.

Sincerely,

Marylou Burton
Manor Road, Homer

September 29, 2013

Dear Mayor Wythe, Council Members of the City of Homer, and City Manager Walt Wrede,

I am writing to request your support for a Parks and Recreation Needs Assessment for the City of Homer and it's surrounding areas. I support the Parks and Recreation Advisory Committee's request for this action. The completion of a Recreational Needs Assessment would ultimately result in a Recreational Master Plan for the City of Homer and it's surrounding areas.

I am a resident of Homer. When I first moved to Homer in 2002, I worked as a Skills Trainer for The Center. It was an endless search for healthy, recreational activities to do with people of all ages. We often used the HERC building, and I regularly accompanied kids to the Boys and Girls Club there. As a mother of two young children (ages 4 and 6) I continue to look for recreational opportunities for our whole family. I have attended the toddler playgroups at the HERC building, regularly enroll in Community Schools programs, and search endlessly for indoor (and outdoor!) activities. My husband and I own a business in town, a primary residence and a rental home (both in town) and we hope to remain here to raise our children until they graduate from Homer High School.

Recently, I was a co-chair for the Homer Playground Project. This opportunity provided me with a chance to meet and talk with many people from all walks of life here in Homer. The subject of recreational opportunities was a regular discussion. I had the pleasure of spending time with many parents, who were, and are, continually searching for "things for their kids to do". And, often, a place for them to do it! The new Homer Playground is only one part of the improvements taking place at Karen Hornaday Park, through it's Master Plan. The Plan is a work in progress, and a guide for action. (I also serve on the Karen Hornaday Park Sub-Committee).

I am now a part of the new group, ReCREATE REC, which formed in April, here in Homer. I know the Council has been introduced to our group. The group is growing in size each meeting, and is represented by diverse folks from a variety of Recreational User Groups. In our discussions, we all feel a state-of-the-art Recreational Facility (such as the HERC has tried to be) is needed in Homer. We also realize we need money for this, not only to build, but to maintain. The goal of ReCREATE REC is more broad than just a gathering space: ***"To assist the growing recreational, wellness and extracurricular needs of the citizens of the Southern Kenai Peninsula through support and growth of social, artistic, and recreation programs as well as the establishment of an indoor recreation and community space."***

As we discuss options: a Parks and Recreation Department in Homer? A Recreation Service Area (mil rate increase)? it becomes clear that we need to start with a plan. That is why I personally am requesting the City take an unbiased look at the Recreational Needs of Homer and it's surrounding area. This could be done with a

Recreational Needs Assessment and the development of a **Recreation Master Plan**. (Soldotna has just completed a Master Plan: http://www.ci.soldotna.ak.us/pdf/rec_master_plan/RecTrailsMasterPlan.pdf).

A Recreation Needs Assessment, and ultimately a Recreation Master Plan would take a look at our current situation and help to identify needs, wants, and ultimately goals. From there, we can take steps forward. I appreciate your attention in this matter.

Thank You for all that you do!

Sincerely,
Deborah Cox
PO Box 244
Homer, AK 99603
(907)299-1516

ORDINANCE(S)

CITY MANAGER'S REPORT



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MAYOR AND CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

DATE: OCTOBER 8, 2013

SUBJECT: BID REPORT

Invitation to Bid on City of Homer Surplus Dock Fenders- Sealed bids will be received on surplus City of Homer, Port and Harbor dock fenders until 3:00 p.m. Thursday, October 10, 2013 at City Clerk's Office, City of Homer, 491 E. Pioneer Avenue, Homer, AK 99603, at which time they will be publicly opened and read. Sealed bids must be on the proper bid form provided by the City. Plan holder registration forms, detailed description of the dock fenders, minimum bid requirements, and bid form are available on line at <http://www.cityofhomer-ak.gov/rfps> All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.

CITY ATTORNEY REPORT

MEMORANDUM

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: THOMAS F. KLINKNER

RE: CITY ATTORNEY REPORT FOR SEPTEMBER 2013

CLIENT: CITY OF HOMER

FILE NO.: 506,742.18

DATE: OCTOBER 7, 2013

The following summarizes our activities as City Attorney during the month of September 2013.

City Council. Holly attended the September 9, 2013 City Council meeting. Before the meeting she met with department heads regarding pending legal issues.

City Clerk. I drafted an ordinance that creates a schedule of fines for traffic offenses, and revises related sections of the City Code. Holly worked with the Clerk's office to develop a new records retention schedule.

City Manager. I advised the City Manager regarding the deletion of properties from the assessment roll for the natural gas special assessment district, and restrictions on the use or sale of the old intermediate school building.

City of Homer v. Grant Aviation. We completed and filed a complaint to recover damages from Grant Aviation resulting from its abandonment of its lease at the Homer airport.

City of Homer v. Shadle. Mr. Shadle has complied substantially with the City's requirements for remediation of the site of his illegal extraction operation. The remaining issue is the recovery of civil penalties for his zoning violations. Holly attempted unsuccessfully to settle the penalties part of the case, then responded to a series of filings by Mr. Shadle that attempt to delay or dismiss the case.

Port and Harbor. I expanded on earlier research regarding the Harbormaster's authority to exclude vessels of concern from the harbor, and drafted a memorandum comprehensively dealing with this issue.

Griswold v. City of Homer. The Alaska Supreme Court affirmed the Council's decision that the City Manager made a good faith and reasonable effort to locate all records that were identified in Mr. Griswold's April 2008 public records request for email

correspondence. The court also affirmed the superior court's award of \$11,891.83 in attorney's fees to the City, which Mr. Griswold has paid.

I will be available to answer questions regarding these matters at the October 14, 2013 Council meeting.

cc: Walt Wrede
Jo Johnson

COMMITTEE REPORTS

PENDING BUSINESS

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 13-040

A RESOLUTION OF THE HOMER CITY COUNCIL DIRECTING THE CITY ADMINISTRATION TO TERMINATE ALL SURVEY, DESIGN, AND COST ESTIMATING WORK ON THE KACHEMAK DRIVE PATHWAY.

WHEREAS, Resolution 12-079(A) authorized the allocation of up to \$20,000 from the HART Fund for the purposes of survey work and an engineering estimate to determine the cost of constructing the initial one-half mile of the proposed Kachemak Drive Non-Motorized Pathway; and

WHEREAS, the Council's intent when adopting Resolution 12-079(A) was to determine if the trail alignment favored at the time by the Parks and Recreation Advisory Commission and its sub-committee, the Kachemak Drive Path Committee, was feasible and what it might cost to construct; and

WHEREAS, The City Engineer and contract surveyor studied the preferred trail alignment and concluded that construction would be prohibitively expensive due to the topography and terrain and that bridges, retaining walls, and slope stabilization measures would be required.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council finds that it is not in the City's interest to pursue the project any further due to funding, permitting, construction, and other concerns.

BE IT FURTHER RESOLVED that the Council hereby directs the City administration and the Parks and Recreation Advisory Commission and its subcommittee, the Kachemak Drive Path Committee to discontinue all work on this project and to expend no further funds on it.

PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 23rd day of September, 2013.

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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

MELISSA JACOBSEN, CMC
DEPUTY CITY CLERK

Fiscal Note: N/A

Office of the City Clerk

Jo Johnson, CMC, City Clerk

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



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

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

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

MEMORANDUM 13-059

TO: MAYOR WYTHE AND CITY COUNCIL
FROM: PARKS AND RECREATION ADVISORY COMMISSION
THRU: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: APRIL 22, 2013
RE: PROPOSED RESOLUTION 13-040

Background

The Parks and Recreation Advisory Commission were provided a copy of proposed Resolution 13-040 at the regular meeting on April 18, 2013. Below is a recommendation that they requested to be forwarded to Council for consideration.

The minutes of the meeting regarding the discussion leading to the recommendation have been included.

BRANN/LOWNEY – MOVED TO AGREE TO DISBAND THE KACHEMAK DRIVE PATH COMMITTEE WITH A REQUEST THAT THE CITY COUNCIL ALLOW THE PARKS AND RECREATION ADVISORY COMMISSION TO ADDRESS ITEMS AS NOTED IN THE NON-MOTORIZED TRAILS AND TRANSPORTION PLAN

There was no further discussion.

VOTE. YES. LOWNEY, BELL, BRANN, ARCHIBALD, BREMICKER
VOTE. NO. LILLIBRIDGE

Motion carried.

RECOMMENDATION

Informational Only.

PENDING BUSINESS

A. Kachemak Drive Non-Motorized Trail/Mud Bay Trail

1. Survey and Cost Estimates – Alternate Kachemak Drive Non-Motorized Trail
2. Recommendation from Committee to Improve Mud Bay Trail

Chair Bremicker read the title into the record. He opened discussion by commenting on the engineers cost estimate included in the packet. He commented on the proposed trail as depicted in the included aerial photograph.

Commissioner Lillibridge arrived at 7:00 p.m.

Chair Bremicker commented that they were aware of what happened Monday. He stated that it was a bit confusing. He noted that he has not seen numbers on this but Carey Meyer reported it would cost \$100,000 to do the little "Y" section of the trail. Commissioner Lillibridge requested some clarification on the location of the Y portion. Chair Bremicker then proceeded to detail the proposed path and that it would be part of the survey. Mr. Meyer surveyed the Mud Bay Trail; that apparently has been roughed out by unsupervised volunteer effort; Chair Bremicker stated he hasn't been out there in a while. Now we have a resolution 13-040 proposed to be dealt with Monday night, the Mayor expressed concern that the survey did not address what it was supposed to do; the Committee passed a "resolution" that supported the upgrading the Mud Bay Trail for recreational bicyclists and pedestrians. I think we recognized all along that it is not the best site for commuter bicyclists and we are looking for a safer route that was a straight shot up that hill.

Chair Bremicker then stated that they approved the "resolution". He noted that there has been some misunderstanding.

Commissioner Lillibridge requested clarification on removing any trail along the road. Chair Bremicker responded on the point the committee decided to approve the Mud Bay Trail then at some later time working on a solution at a later time. The committee hasn't given up that idea. The committee agreed to have the trail at the toe of the bluff.

Commissioner Brann related that the council related their understanding that the trail was to be surveyed up the hill along that road, but the committee wanted the survey done at the "Y" to have the trail avoid the hill that is where the confusion starts; the survey was done along Mud Bay Trail. The concern was that they did not approve surveying an alternate, they approved going up the hill.

Commissioner Lowney asked where the commission was at or what the committee wanted the commission to do. She stated that the resolution seems to dissolve everything.

Chair Bremicker again stated he wished there was time for the committee to meet. He further stated that the Mayor from the beginning did not see the need for this.

Commissioner Lillibridge reworded the intent of the resolution 13-040. She opined that over two years of efforts have been expended and nothing seems to be acceptable; she inquired if a traffic count was ever done. To her it appears that a survey was done all the money was spent and now it's too expensive to be done.

Chair Bremicker commented on the counting of cars but not people and bikes. He related his experience living along Kachemak Drive in relation to counting. The committee did have a public hearing and they did get a lot of responses but it is hard to define how many would use it.

Commissioner Brann related his knowledge of a count was scheduled last summer and was not done so maybe this summer. He commented on the last Therefore stating that all work is completed if this is approved.

Commissioner Lillibridge opined that it was no different that the Coastal Trail in Anchorage and all the battles that were occurred by developing that trail. She stated that ending a whole project just because it is too expensive, she said is that what they want to do?

Chair Bremicker stated he was speaking for himself, regarding the approach going up the hill costing \$100,000 well he

figured that was money well spent. He commented on the Mud Bay Trail just being an official city trail and be proud of their work. However, this does not represent the best way to get around that hillside, we have had other people look at that hillside who have experience with road building and trail building and said it could be done. Nothing against Carey, cause he's a great guy and knowledgeable, but he said it wasn't worth looking at. Chair Bremicker stated he doesn't know about trail building or road building. So if they can build a road and it costs \$100,000, well, they can build it... and City Council, the Mayor and Barbara Howard, well those two are particularly concerned about money, but there is a specific fund for building trails. They also asked if there are any plans for this trail. Chair Bremicker stated that this has been a long time on their goals. He noted that this is the only trail in the city's planning manuals; he reported that he heard Mayor Wythe state that there are other trails to fund but there are no others in the plans that he knows of.

Commissioner Lowney stated that would be a good point to make, she stated it could be addressed at the meeting; she stated that this reminds her of the issues with the HERC building or Parks and Rec Department and that unless they get a huge outcry from the people that want the bike trail on Monday. This will pass. Maybe we could ask to have this postponed until October or November or longer and then they could use traffic reports to support the trail.

Commissioner Brann brought up that if Council passes the resolution disbanding the committee then can the commission get the Mud Bay Trail upgraded to a level one with volunteers; if they do not approve volunteers working on that trail nothing will get done this summer and without permission he will not be doing anything on it.

Commissioner Lillibridge was upset that Council did not want a commission that works for them; that they do not appreciate the time and efforts expended by the commission.

LILLIBRIDGE/BRANN - MOVED TO SUBMIT A RECOMMENDATION THAT THE PARKS AND RECREATION ADVISORY COMMISSION DOES NOT SUPPORT RESOLUTION 13-040.

Commissioner Bell pointed out that Council can provide direction to the commission but it should be clear that without this component then there is no Kachemak Drive Path. If that is the intention then okay, but it should be made clear; this portion or the whole project. He noted that concern was expressed that they did not want to upgrade the Mud Bay Trail, that it would ruin that area. Commissioner Archibald commented that the direction should be directed back to the road. If they want to disband the committee but what does that mean about the rest of the project. He cited that it has been expressed that a path is desired, but who knows what the future brings for this road and he believed that this road would not stay as narrow in the future. He acknowledged that it was very distressing to have the door slammed in the face of the committee. Chair Bremicker agreed that it was distressing and remarked that his son stated no road should be built without sidewalks or a pathway beside it; council should be told this too; he next related a personal experience riding at a high rate of speed along Kachemak Drive. He next cited all the increasing traffic and large vehicles and vessels traveling along that road which makes traveling along and the bikes and pedestrians, and not doing nothing unacceptable.

Further discussion on rewording the recommendation in a positive manner being more helpful to the Commission and the Council ensued including review of the recommendation from the committee. She would like stay in a positive light. Ms. Krause at this time tried to direct the commission to the history of creating the committee, what the committee recommended and what the commission supported and the misunderstanding that ensued and what has been approved and supported by Council regarding the creation of a path and addressing the safety issues; and that the proposed resolution cites why they want work to be discontinued and that approaching the Council harshly would have the opposite results they are seeking.

Chair Bremicker stated that it was never along the road he knows that, it never was, it went along the beach and cut up the road. He can understand the confusion. The resolution just states the first half mile and what Carey Meyer proposed fits that direction. This is not what he thought it would be or what the Mayor thought it would be but it fits the direction in that resolution.

He stated that he did not believe that the committee was upset with Council, they haven't voted on it yet and it will be discussed at the meeting on Monday.

Ms. Krause noted that since it was under the consent agenda unless it was pulled by a Council member then there would be no discussion. Chair Bremicker responded that they still would be able to comment before the meeting under Public Comments. He did not believe that it was wrong to say they disagree and that it was their job as commissioners to say what they want that the Commission and committee would like the opportunity to come up with a pedestrian and bicycle path that would meet the description outlined in the city plans.

Commissioner Brann opined there is no criteria but it describes a path that there is a need to improve pedestrian and

bicyclists safety issues as outlined in the Non-motorized trails and transportation plan and maybe that if they reword the recommendation in a more positive manner expressing the need for a path and asking to be allowed to work towards that goal, but he did not want to fight the City Council. Chair Bremicker agreed but also believed that if there are concerns they have a responsibility to report that and if they say no, okay. Commissioner Bell stated there are plenty of projects to work on and if Council can provide preferred projects x, y, and z then great.

Commissioner Lowney commented on voting down the motion on the floor and regarding a more positive motion that allows the Commission to still address the need. Commissioner Lillibridge did not feel that Council has allowed the commission time to digest the content and recommended that they submit a recommendation to postpone a vote and allow the Commission to work with Council on a proposed trail along Kachemak Drive. She agreed that it was not the best direction to attack council but she did not like the idea that Council is throwing away all the work that has been done. She felt it was important that Council realize how much work and time has been expended. This would allow them the time to determine the best possible way to get this trail constructed.

The motion was withdrawn by the maker and second.

Commissioner Archibald wanted the statement to include that the research that has been developed has enlightened those parties involved on the difficulty that constructing a path along Kachemak Drive presents. He proposed that they needed to include the issues regarding the private property owners too. Chair Bremicker noted it was good to hear from him too.

Commissioner Lillibridge suggested a lengthy recommendation. Ms. Krause noted that it was very wordy and needed some refinement. Chair Bremicker requested a 5 minute recess to allow the Clerk to wordsmith the recommendation from Commissioner Lillibridge. Chair Bremicker reconvened the meeting. Ms. Krause was unable to come up with a succinct recommendation for the commission.

Following several more minutes of discussion the following motion was made:

BRANN/LOWNEY – MOVED TO AGREE TO DISBAND THE KACHEMAK DRIVE PATH COMMITTEE WITH A REQUEST THAT THE CITY COUNCIL ALLOW THE PARKS AND RECREATION ADVISORY COMMISSION TO ADDRESS ITEMS AS NOTED IN THE NON-MOTORIZED TRAILS AND TRANSPORTION PLAN

There was no further discussion.

VOTE. YES. LOWNEY, BELL, BRANN, ARCHIBALD, BREMICKER

VOTE. NO. LILLIBRIDGE

Motion carried.



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Memorandum 13-135

TO: Mayor Wythe and Homer City Council
THROUGH: Julie Engebretsen, Planning Technician
FROM: Parks and Recreation Advisory Commission
DATE: September 20, 2013
SUBJECT: Resolution 13-040

At the Parks and Recreation Advisory Commission meeting of September 19, 2013, the Commission made the following recommendation:

Moved to recommend the City Council fail Resolution 13-040.

Motion passed with unanimous approval.

Below is an excerpt of the minutes of the meeting:

NEW BUSINESS

- A. Discussion on Resolution 13-040, Directing City Administration to Terminate All Survey, Design, and Cost Estimating Work on the Kachemak Drive Pathway

Chair Bremicker read the title into the record.

Chair Bremicker commented that the committee was disbanded. The outside group was formed. The trail has not been removed from multiple plans. The City Manager has noted the safety aspects in a memo to the Airport Manager regarding removal of trees hampering sight lines for the runway approach. Chair Bremicker believes that to have the City cut it off was the wrong direction. He stated it was one of the main reasons he joined this commission. Further he believes that there are funds for trails that could be used. Chair Bremicker believed that with the city's backing and the use of volunteer efforts this trail could be done. He cited as an example the ski trails.

Chair Bremicker stated that Council should get behind this and it should be made a priority. He wanted City Council to say "yes, it's a good idea what do we need to do to get this done what can we do to help." He is not sure where the antagonism has come from. He stated that the people of Homer want this trail.

Commissioner Brann agreed with the key points of the trail being in the plans; but by Council stating that the commission cannot talk about the trail is negating those approved plans; he is not asking them to fund it, but to allow the commission to speak with and a work with the non-profit group on the trail. He believes that volunteers can do what the city won't.

Commissioner Lillibridge commented on removing or recommending amending the last two whereas's to state they will not fund it at this time.

Mr. Illg stated that this is both symbolic and would set precedent and passing this Resolution would stonewall additional future efforts for parks and recreation.

Ms. Engebretsen stated the commission can make a recommendation that City Council fail this resolution.

Further discussion on what direction the commission would like to have Council take for Resolution 13-040 was held with points made on safety concerns, hampering funding options, postponement, the resolution containing non-specific other issues; non-support from the City.

Chair Bremicker stated that this resolution does not have the majority support of Council. It is supported by the mayor but she doesn't vote. They are not asking for funds right now. They don't need this to cut off future help from the city.

Chair Bremicker requested a motion. He opined strongly that the motion should be voted down.

Additional comments on commenting on the Resolution during the Council meeting.

BREMICKER/BRANN - MOVED TO REQUEST CITY COUNCIL DO NOT PASS RESOLUTION 13-040.

Commissioner Archibald asked to amend the motion to include the wording "or postpone". The commissioners then entertained discussion on the motion.

VOTE. YES. LOWNEY, STEFFY, LILLIBRIDGE, ARCHIBALD, BRANN.

Motion carried

Kachemak Drive and
© Arctic Tern Place

May 1st + 2nd 2013

	<u>Hourly</u>	
6-7 am	23	
7-8 am	78	
8-9 am	112	
9-10 am	135	42°
10-11 am	159	
11-12 noon	153	
12-1 pm	168	
1-2 pm	152	
2-3 pm	165	
3-4 pm	167	
4-5 pm	146	
5-6 pm	196	
6-7 pm	109	
7-8 pm	95	

TOTAL vehicles = 1858

14 hours

Homer - AWAKE
LOAD LIMITS - ON

Townst - few

To Mayor & CLC
7/31/13 J

1st
Partly Cloudy
light wind
no rain
2nd light
rain

Arctic Tern Place

May 1 - P.C. light wind. no rain 37° 9°

	<u>Cummulative</u>	<u>per hr</u>	
8-9 am	112	112	
9-10 am	247	135	
10-11 am	406	159	42°
11-12 pm	559	153	
12-1 pm	727	168	
1-2 pm	879	152	50°
2-3 pm	1044	165	
3-4 pm	1211	167	
6-7 pm	1320	109	46°
7-8 pm	1415	95	

May 2nd Light rain

6-7 am	1438	23	34°
7-8 am	1516	78	
4-5 pm	1162	146	42°
5-6 pm	1858	196	

Kachemak Drive + Arctic Tern Pl

Page

① May 1st 8⁰⁰ a → 4 pm

② - 6 p → 8 pm

③ May 2nd 6 AM → 8⁰⁰ a

④ - 4 pm → 6⁰⁰ p

- light
rain
- cloudy
8⁰⁰ A

SUV ARS ARS	Pick- ups	P/u with Trailers	Small Box/wk TRUCKS	Large semi's equip. Haulers	Bikes Runners	GOVT.	Other small M. + horse
					1. 345 P	Forestry City P/u Sch. Bus	M. + horse M. + horse

pg
1

Mayor Wythe
4/29/13 J



April 26, 2013

Dear Mayor Wythe and City Council,

I am writing to strongly encourage you to allow the Kachemak Drive Trail Committee, and the associated City expenditures, to continue.

It is true that a lot of work remains to develop a plan and to raise funds for the trail itself, but City support is vital for future successful results. Both financial support during the planning phase, through City staff participation and expertise, as well as documented administration and community support for the project as a whole, is VITAL for future grant and foundation funding.

The estimated price tag seems to be the reason why the City is eschewing the project at this stage. I would like to point out that this withdrawal of support, and perceived hesitancy by the administration, may have the unintended consequence of weakening efforts to independently raise funding from other state, national, and foundation funding sources.

The current issue seems to be one of sticker shock and perceived priorities. I am of the belief that this is not a "luxury" item, nor is the initial expense estimation worthy of the fiduciary recoiling currently being demonstrated. If the expenses associated with the planning of this community project are out of line with similar endeavors, I agree that it is prudent to look at the books a little closer. But, please, realize that the withdrawal of support from this project by shuttering the City committee in charge of finding a feasible and economic solution is an overreaction.

The Kachemak Drive Trail has an enormous potential to augment the walk-ability and bike-ability of Homer, providing a critical link between our two most traveled roads. In addition to the economic and health benefits realized by Homer residents near and along the trail, imagine the economic possibilities that the trail could offer our community through non-profit trail runs/bikes, tours, and the reputation of Homer as a walk- and bike-able city. In short, many economic, health, and aesthetic qualities of Homer will be enhanced, for the benefit of residents and visitors, by the actuality of the Kachemak Drive Trail.

Thank you for considering these views.

Sincerely,

Dorothy Melambianakis
City resident, business owner, voter.

PO Box 3035.Homer.AK.99603
907.299.2265
dorothy.melambianakis@gmail.com
www.latitude-north.com



Jo Johnson

From: Kevin Walker <homerkev@gmail.com>
Sent: Monday, April 22, 2013 10:09 AM
To: Department Clerk; James Dolma; Francie Roberts; David Lewis; Bryan Zak; Beauregard Burgess; Barbara Howard
Cc: Bumppo; Lindianne Sarno; Dave and Molly Brann; Jo Johnson; Carey Meyer
Subject: Bike Month - Terminate all work on the K Drive Bike Path???
Attachments: SteepHillContours.jpg

What's wrong with this picture? Is the City Council really going to proclaim May as Bike Month, then terminate all work on the Kachemak Drive (Bike) Path - as part of the consent agenda?

Regarding the Nelson Engineering preliminary design costing \$374,064 - all consideration of that should be terminated, I agree. Too bad City of Homer spent those funds. It took almost a year to get those funds allocated to the path. However, the K Dr Path committee has spent more than 2 years working on the path, and I've been going to their meetings for 2 years and prepared a preliminary engineering packet (which appears to be largely ignored) - and this design money wasted (jobs for Kenai !!).

Attached is a contour map of the "spur" that the K Dr Path committee has been recommending. Contour data is from Kenai Borough flexviewer. This is a steep side hill, about 1.9:1. Note, however, that the city now allows new roads to be built with a 1.5:1 backslope, which is much steeper than this sidehill. The attached map shows about 380' of trail going up an 8% grade. The lower ~200' would be on the steep sidehill, and would require a boardwalk, retaining wall, or other structure. This could be designed and built by volunteers with guidance and approval from Public Works.

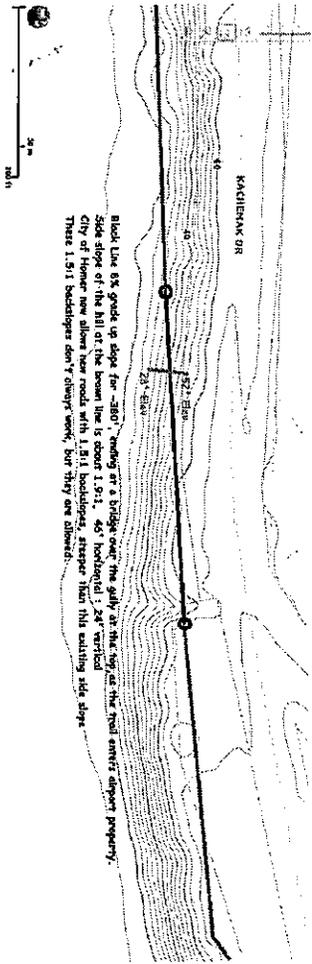
I'd also recommend initially building the main trail to a level 3 trail up the steep grade, according to the City of Homer Trail Manual Design Criteria, which is 3-5' wide, basically 4" of non frost susceptible gravel (no deep fill base), and would give pedestrians and most bicyclists a safe way to get around the dangerous, steep hill on Kachemak Drive at the west end of the airport. The trail could be widened and improved in the future, after the trail is completed from the Spit to East End Road.

A volunteer group ("Friends of Kachemak Drive Path?) could probably get the path built at a fraction of the Nelson cost.

The City must remain involved in the process, some of the land is on City property, and the trail will be a tremendous enhancement to the infrastructure in Homer.

--

Kevin Walker



100

NEW BUSINESS

RESOLUTIONS

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Clerk/
4 Police Chief

5 **RESOLUTION 13-106**

6
7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE
8 BID FOR THE OPERATION AND MANAGEMENT OF THE HOMER
9 ANIMAL SHELTER TO THE LOWEST RESPONSIBLE BIDDER IN
10 THE AMOUNT OF THE LOW BID AND AUTHORIZING THE CITY
11 MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, In accordance with the Procurement Policy the Request for Proposals was
14 advertised in the Homer News on June 27 and July 4, 2013, the Peninsula Clarion and
15 Anchorage Daily News on June 30, 2013, and posted on the Clerk's home page; and
16

17 WHEREAS, Proposals were due on August 22, 2013 and two proposals were received;
18 and
19

20 WHEREAS, Proposals were reviewed by a committee and interviews were conducted
21 with both proposers; and
22

23 WHEREAS, The committee determined the low responsive bidder and found them to
24 be qualified to complete the work; and
25

26 WHEREAS, This award is not final until written notification is received by the low
27 responsive bidder from the City of Homer.
28

29 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
30 the contract award for the operation and management of the Homer Animal Shelter to the
31 low responsive bidder and authorizes the City Manager to execute the appropriate
32 documents.
33

34 PASSED AND ADOPTED by the Homer City Council this 14th day of October, 2013.
35

36 CITY OF HOMER
37

38
39 _____
40 MARY E. WYTHER, MAYOR
41
42

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ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: To be determined.

REQUEST FOR PROPOSAL

Homer Animal Shelter
Operation and Management
Services



CITY OF HOMER, ALASKA

Beth Wythe, Mayor

CITY MANAGER

Walt Wrede

REQUEST FOR PROPOSAL FOR ANIMAL SHELTER OPERATION AND MANAGEMENT

The City of Homer, Alaska has begun the competitive selection process from firms interested in providing operation and management services for the City of Homer Animal Shelter. The City is soliciting proposals and statements of qualifications from individuals or firms interested in this opportunity.

The Contract will be awarded pursuant to a Request for Proposal process.

This RFP document contains:

- Schedule of important dates and deadlines
- Objective & Description of Required Standards
- Instructions for submitting a Proposal
- Evaluation Criteria
- Agreement for Professional Services Contract
- Appendix A- Scope of Work
- Exhibits

You are encouraged to review this RFP carefully so you may offer your feedback or request clarification prior to the submittal deadline. We look forward to your participation. If you have any questions, please don't hesitate to call.

A handwritten signature in blue ink that reads "Walt Wrede".

Walt Wrede, City Manager

SCHEDULE

<u>ACTIVITY</u>	<u>DATES</u>
Publish Dates:	Homer News: June 27, 2013 & July 4, 2013 Peninsula Clarion: June 30, 2013 Anchorage Daily News: June 30, 2013
Mandatory Pre-proposal Meeting and Facility Tours (must attend one)	Wednesday, July 31, 2013 2:00 PM or Thursday, August 1, 2013 2:00 PM
Submittal Deadline:	Thursday, August 22, 2013 5:00 PM
Submittal Address/Location:	City Clerk Homer City Hall 491 East Pioneer Avenue Homer, AK 99603
Homer City Council Approval of Successful Proposal and Contract Agreement:	September 9, 2013
Estimated Contract Award Date:	September, 2013

Please note that this schedule is subject to change. Any date(s) may be extended by the City Manager when in the interest of the City to do so.

PART I

Please note that the terms of this Contract Opportunity, including the provisions relating to Scope of Work, Contract Term, Renewal Options, Insurance, and Operational Requirements, are described in more detail in the attached Contract Document and Appendix A.

1. INTRODUCTION

This RFP is intended to inform interested parties about the competitive selection process for professional services sought to provide operation and management for the Homer Animal Shelter. It is anticipated that the selection process will take a minimum of one month after the RFP deadline, culminating with the City Council's award of one Contract.

2. DESCRIPTION OF THE HOMER ANIMAL SHELTER AGREEMENT

In participating in this selection process, each Proposer will be seeking the opportunity to manage and operate the Homer Animal Shelter, as described in Appendix A, pursuant to Homer City Code Title 20. Appendix A describes the operational requirements of this management opportunity, including a General Description, Management and Operation of Animal Shelter, Animal Care and Feeding Routine, Vehicle, Records, Animal Adoptions, Fee Collection, Animal Control Code Enforcement, Volunteers, and Maintenance Requirements.

The City Manager reserves the right to revise the form of the Contract prior to its execution to:

- (a) reflect the Operation and Management Opportunity developed pursuant to this RFP,
- (b) incorporate any City requirements adopted or deemed applicable after the drafting of such draft Agreement, and
- (c) incorporate any other non-substantive provisions desired by City Council.

3. GENERAL BACKGROUND

a. RFP. The Proposer should address all activities for operation and management of the Homer Animal Shelter.

b. Hours of Operation. The Animal Shelter should be open to the public a minimum of Tuesday through Saturday from 12:00pm to 5:00pm, excluding holidays. Hours of operation for daily animal care, to meet the contract's scope of work, is left to the discretion of the Proposer.

c. Requirements. The Contractor will be responsible for providing personnel, food and supplies related to animal care, responding to complaints, issuing citations, providing janitorial services (including cleaning supplies) for the building, and providing animal control vehicle/ all costs associated with the vehicle, and contracting or purchasing veterinarian services for emergency medical care and euthanasia of animals.

d. Responsibilities. The Contractor will be responsible for all calls and complaints regarding animals from the hours of 8:00am to 7:00pm, seven days a week. Calls after these hours will be directed to the Homer Police Department. When necessary, the Homer Police Department will initiate call outs. Contractor should provide an hourly rate for call outs, in addition to the Contract Proposal Amount.

PART II

1. OBJECTIVE

Contractor selected to operate the Homer Animal Shelter must provide safe and humane treatment for all animals, operate in compliance with Homer City Code Title 20 and the Humane Society of the United States Standards for Operating of an Animal Shelter. The Contractor should introduce ideas and alterations to lower the costs of any and all aspects of operations, as well as purchase local supplies and consumable services wherever practical.

2. MANDATORY PRE-PROPOSAL MEETING AND FACILITY TOUR

a. Meeting and Facility Tour. The City will conduct two Pre-Proposal Meetings and Tour of the Homer Animal Shelter facilities on:

July 31, 2013 and August 1, 2013. Meetings start promptly at 2:00pm.

b. Responsive Bids. Proposer's must attend one of the two Pre-Proposal Meetings. Only those in attendance will be considered responsive bids. All Proposers must have their name on the Official Plan Holders List at the City Clerk's Office to be considered a responsive bidder.

c. Purpose. The Pre-Proposal Meeting and Facility Tour is to answer all questions regarding the RFP, as well as allow potential Contractors the chance to see the facilities.

d. Intent to Attend Meeting. Proposers interested in submitting an RFP should contact: Mark Robl, Chief of Police @ mrobl@ci.homer.ak.us no later than *July 29, 2013* to indicate which Meeting they will attend.

PART III

1. REQUIRED STANDARDS

This section establishes certain standards of experience and financial capability required by the City in order for a Contractor to be considered qualified. The City, in its sole discretion, will decide if a Contractor meets the standards. Scoring of the Responsive Proposals is described in the Proposal Evaluation Process.

a. Experience. The City is seeking a Contractor with at least three years of experience working in animal control or a related field. Certification as an Animal Control Officer 1 from the National Animal Control Association is preferred.

b. Insurance. Contractor must furnish comprehensive general liability insurance of not less than \$1,000,000 per occurrence, for bodily injury, personal injury, and/ or property damage. The City of Homer shall be named as additionally insured, which shall be primary to any policy obtained by the City that provides similar coverage for such activities. If employees are hired, proof of workers compensation insurance is required. Contractor should obtain medical and professional liability coverage.

c. Vehicle. Contractor must provide a vehicle(s) to perform animal control duties. Vehicle should be clearly identified as "Animal Control." Contractor must obtain automobile liability insurance coverage with policy limits not less than \$300,000 per occurrence for all owned, non-owned, and hired automobiles.

d. Financials. Contractor must submit documentation which demonstrates the ability to meet the required financial obligations pursuant to the Contract and Scope of Work.

e. Background Check. Contractor must submit a background check conducted by the Alaska State Troopers and be able to pass a background investigation by the Homer Police Department.

PART IV

1. BUILDINGS AND EQUIPMENT OWNED BY THE CITY

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

Request for Proposal

Homer Animal Shelter

June 2013

Should the Contractor fund the implementation of any facility improvement or purchase equipment at the request and approval of the City, such equipment or facilities shall become the property of the City after completion of a repayment schedule. All existing facilities and equipment shall be made available to the Contractor for his use in providing the services under the contract.

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

PART V

1. INQUIRIES REGARDING RFP

Interested parties will be granted individual Pre-Application Meetings upon request. Inquiries regarding the RFP and all requests for written modification or clarification of the RFP must be directed to:

Mark Robl, Chief of Police
Homer Police Department
4060 Heath Street
Homer, AK 99603

Email: mrobl@ci.homer.ak.us
Phone: (907)235-3150

Any questions concerning building maintenance of the Animal Shelter should be directed to:

Mike Riley, Building Maintenance Tech II
City of Homer- Public Works
3575 Heath Street
Homer, AK 99603

Email: mriley@ci.homer.ak.us
Phone: (907) 235-3170

Inquiries must be received at least 10 days prior to the RFP submittal deadline. Copies of all written requests and replies will be forwarded to each Proposer on the Official Plan Holders List. Only formal, written responses to properly submitted questions will be binding.

2. TIME AND PLACE FOR SUBMISSION OF PROPOSALS

Proposals must be received by **5:00 p.m. on Thursday, August 22, 2013**. Postmarks will not be considered in judging the timelines of submission. Late submissions will not be considered. Proposals submitted by fax or email will not be accepted.

Proposals may be delivered in person or mailed to: City Clerk
Homer City Hall
491 East Pioneer Avenue
Homer, Alaska 99603

PART VI

SUBMITTAL FORMAT AND CONTENT

Each Contractor must submit six (6) copies of their proposal.

Proposals shall be submitted in a sealed envelope clearly marked, **RFP - HOMER ANIMAL SHELTER.**

To be deemed responsive, Proposals must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. CONTRACTOR INFORMATION

- a. Provide the full name, tax identification number, and main office address of the entity (the Contractor)
- b. Identify when the Contractor was organized & commenced business under that name. Identify whether the Contractor is a corporation, limited liability company, partnership, or other type of legal entity, and which state in which the Contractor organized. Provide a copy of the Certificate of Organization issued by the state in which organized.
- c. Provide a listing of all full service contract operations and management contracts which the Contractor has currently, including; gross annual amount of each contract, the contract start date, the anticipated completion date, the name/ address/ contact person and telephone number of the owner, as well as the size and type of facility.
- d. Identify the firms you intend to subcontract or otherwise use to perform work if you are awarded this contract
- e. Attachments Requested- per the application form, including, but not limited to the following documentation:
 - a. Partnership or corporate agreement
 - b. Business License
 - c. References and any other information that is directly pertinent to the Evaluation Criteria contained herein

2. STATEMENT OF QUALIFICATIONS

- a. Executive Summary. Brief discussion regarding ability to carry out the contract. Contractor should provide the annual cost proposal for contract. The annual cost proposal should also include an hourly rate for responding to call outs after hours.
- b. Required Standards. Address the topics/ provide documentation for: Experience, Insurance, Vehicle, Financials, Background Check listed in Part III.
- c. Qualifications/ Related Experience. A brief discussion of Contractor's experience in similar type and size of projects.
- d. Operating Plan. The Operating Plan should address the following topics:
 - Provide names of individuals assigned to this contract and provide the background and experience of those individuals.
 - Provide a detailed staffing plan indicating the type and quantity of the various positions the Contractor feels necessary to provide the services requested.
 - Provide an operating plan for the facilities that indicate how the Contractor will provide operations and management services.
 - Specifically identify additional services that exceed the services requested herein.

3. CONTRACTOR REQUIREMENTS

- a. Personnel Services. Includes, but not limited to, salaries, wages, overtime, worker's compensation coverage and other indirect costs attributable to employees.
- b. Equipment. Includes, but not limited to, vehicles (including fuel), office equipment, safety equipment, tools, communication equipment (cell phones), and mechanical equipment.
- c. Materials and Supplies. Includes, but not limited to, all animal food and supplies, office, and janitorial supplies.
- d. Outside Supplies. Includes, but not limited to, equipment rentals, temporary and/or part-time help, legal fees, postage and freight charges, advertising, printing and binding, insurance, and other professional services (such as veterinarian fees).
- e. Maintenance and Repair. Includes the total of maintenance and repair of animal control vehicles, cleaning equipment, or other required equipment.
- f. Other. Any and all expenses not identified in any other specific category.

PART VII

1. PROPOSAL EVALUATION PROCESS – GENERAL

To participate, each proposal must be submitted on or before the Submittal Deadline.

Proposals will be reviewed by staff to ensure the application is complete. If the application is incomplete, the proposal will be deemed nonresponsive. If the application is complete, the proposal will be reviewed and evaluated by the Evaluation Committee before recommendations are forwarded to City Council.

2. EVALUATION CRITERIA

Proposals will be evaluated on the following criteria and scored according to the point scale:

Evaluation Criteria	
<p>1. Experience</p> <ul style="list-style-type: none"> • Qualifications to operate and manage Animal Shelter based on previous experience • Qualifications of personnel being proposed for hire in terms of expertise & experience • Record of operating facilities/ providing professional services of similar size & complexity • Safety record, compliance infractions 	<i>30 points</i>
<p>2. Operating Plan</p> <ul style="list-style-type: none"> • Financial report including credit history and documentation which demonstrates the ability to meet the required financial obligations pursuant to the Contract and Scope of Work. • Clarity & overall appeal/ quality of plan detailing services to be provided • Current business and plan to incorporate your vision into the Homer Animal Shelter 	<i>30 points</i>
<p>3. Hours of Operation & Fees</p> <ul style="list-style-type: none"> • Intended hours of operation and availability for call outs • Cost Proposal & Fees (Contract & Call-outs) 	<i>20 points</i>
<p>4. Quality of Submittal</p> <ul style="list-style-type: none"> • The Proposer’s responsiveness to the Statement of Qualifications portion of the RFP • The Proposer’s responsiveness to the Required Standards portion of the RFP • Attendance at Mandatory Pre-Proposal Meeting & Facility Tour • Conformance with proposal sought in RFP, including compliance and timely submission of all documents requested 	<i>20 points</i>
Total Possible Points	
100	

3. SELECTION OF PROPOSAL & NEGOTIATION AGREEMENT

After evaluation and ranking of the Proposals, the top two scoring submittals will be further evaluated based on an oral interview with the Evaluation Committee. The purpose of this interview is to clarify and evaluate the qualifications of each Proposal.

Following interviews, the Evaluation Committee will meet to discuss the Proposals and compare scores. A consensus will be reached and a recommendation will be forwarded to the City Council. If the Council approves, the City will offer the highest ranking Proposer an opportunity to negotiate an Agreement. The commencement date of the Contract will be negotiated with the successful Proposer.

- a. If the City determines, at its sole discretion, that it will be unable to reach an acceptable agreement with a Proposer within an acceptable amount of time, the City may terminate negotiations with that Proposer and begin negotiations with the next highest ranking Proposer.
- b. The City may withdraw its solicitation of proposals at any time before the City Council approves a Proposal.
- c. The City reserves the right to reject any or all responses, may waive any or all informalities or irregularities, and may permit the correction of errors or omissions in responses.
- d. The responsibility for final selection and Contract negotiation rests solely with the City.

The City reserves the right to make an on-site inspection and evaluation of any facility at which contract operations services are currently being performed by the Contractor. If the City chooses to exercise this right, the Contractor shall provide a representative to accompany the City or its delegated representative(s) on any on-site inspection. The inspection is not limited to only one facility.

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

