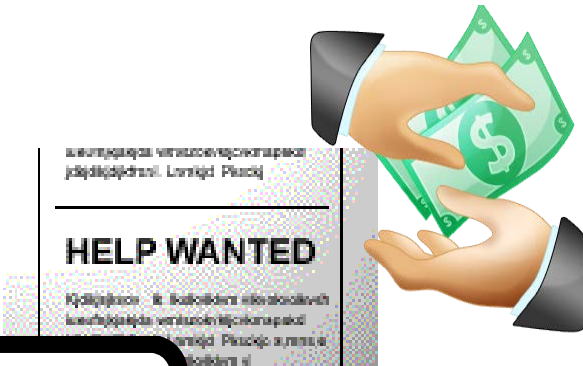
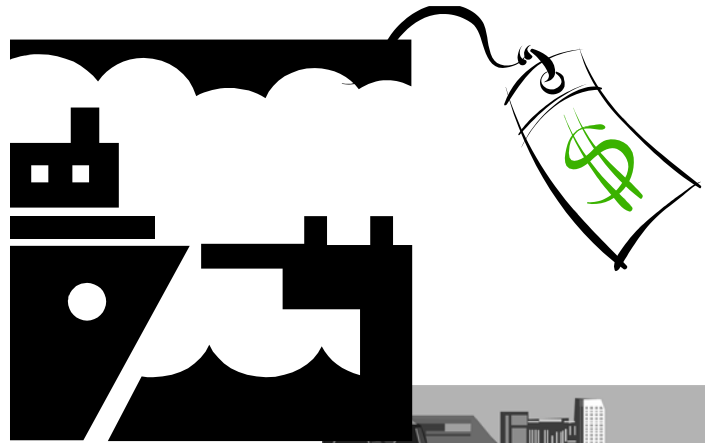


City Council  
June 23, 2014  
Monday

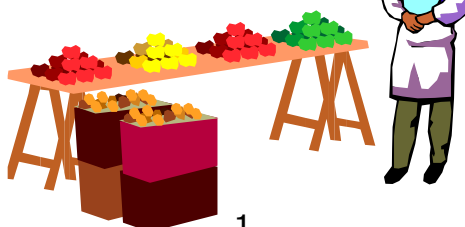


Committee of the Whole 5:00 P.M.  
Regular Meeting 6:00 P.M.



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

Produced and  
Distributed by the City Clerk's Office -6/18/2014-rk





# June/July 2014

|                               |  |
|-------------------------------|--|
| Monday 23 <sup>rd</sup>       | CITY COUNCIL<br>Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m. |
| Tuesday 24 <sup>th</sup>      | PUBLIC SAFETY BUILDING REVIEW COMMITTEE<br>Meeting 5:30 p.m.                   |
| Wednesday 25 <sup>th</sup>    | PORT AND HARBOR ADVISORY COMMISSION<br>Regular Meeting 6:00 p.m.               |
| Thursday 26 <sup>th</sup>     | 1% ART SELECTION COMMITTEE<br>Meeting 1:00 p.m.                                |
| Tuesday 1 <sup>st</sup>       | LIBRARY ADVISORY BOARD<br>Regular Meeting 5:00 p.m.                            |
| Friday 4 <sup>th</sup>        | CITY OFFICES CLOSED IN OBSERVANCE OF INDEPENDENCE DAY                          |
| Tuesday 8 <sup>th</sup>       | ECONOMIC DEVELOPMENT ADVISORY COMMISSION<br>Regular Meeting 6:00 p.m.          |
| Wednesday 16 <sup>th</sup>    | PLANNING COMMISSION<br>Worksession 5:30 p.m. and Regular Meeting 6:30 p.m.     |
| Thursday 17 <sup>th</sup>     | PARKS AND RECREATION ADVISORY COMMISSION<br>Regular Meeting 5:30 p.m.          |
| Wednesday 23 <sup>rd</sup>    | PORT AND HARBOR ADVISORY COMMISSION<br>Regular Meeting 6:00 p.m.               |
| Friday, July 25 <sup>th</sup> | VESSEL HAUL-OUT TASK FORCE<br>Meeting 3:30 p.m.                                |
| Monday 28 <sup>th</sup>       | CITY COUNCIL<br>Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m. |

## Regular Meeting Schedule

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

**MAYOR AND CITY COUNCILMEMBERS AND TERMS**  
**BETH WYTHER, MAYOR – 14**  
**FRANCIE ROBERTS, COUNCILMEMBER – 15**  
**BARBARA HOWARD, COUNCILMEMBER – 14**  
**DAVID LEWIS, COUNCILMEMBER – 14**  
**BRYAN ZAK, COUNCILMEMBER – 16**  
**BEAUREGARD BURGESS, COUNCILMEMBER – 15**  
**GUS VAN DYKE, COUNCILMEMBER – 16**

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

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

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



**COMMITTEE OF THE WHOLE**  
**5:00 P.M. MONDAY**  
**JUNE 23, 2014**  
**COWLES COUNCIL CHAMBERS**

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 GUS VAN DYKE  
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. **Citizens Academy Final Report**  
  
Memorandum 14-099 from Community & Economic Development Coordinator Katie Koester *Page 7*
4. **Greatland Street Extension**  
  
Memorandum 14-105 from Public Works Director Carey Meyer *Page 29*
5. **CONSENT AGENDA**
6. **REGULAR MEETING AGENDA**
7. **COMMENTS OF THE AUDIENCE**
8. **ADJOURNMENT NO LATER THAN 5:50 P.M.**  
Next Regular Meeting is Monday, July 28, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Administration

491 East Pioneer Avenue  
Homer, Alaska 99603

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum 14-099

TO: Mayor Wythe and Homer City Council  
FROM: Katie Koester, Community and Economic Development Coordinator  
THROUGH: Walt Wrede, City Manager  
DATE: June 16, 2014  
SUBJECT: Final Report of Inaugural 2014 Homer Citizens Academy

---

By all accounts the first City of Homer Citizens Academy was a great success; staff got to reflect on the accomplishments of their departments and the participants learned a great deal about how the city functions and came away with a new appreciation for city staff and services. And I dare say, we even had fun doing it!

The Academy was organized into 6 once weekly 2.5 hour long evening meetings from 5:30-8pm on Thursdays from February 20 through March 27, 2014. An additional tour only evening was added on April 3 to give participants a chance to tour the water treatment plant, fire and police stations.

### **2014 Citizens Academy Schedule:**

February 20, 2014: Office of the City Manager, Office of the City Clerk, City Attorney

February 27, 2014: Homer Port and Harbor

March 6, 2014: Homer Public Library, Personnel, Information Technology

March 13, 2014: Public Works

March 20, 2014: Homer Volunteer Fire Department, Homer Police Department

March 27, 2014: Planning, Community Recreation, Finance

April 3, 2014: Tour of Water Treatment Plant, Police Station and Fire Station

Each participant was given a binder on the first day of class and departments added materials to it every week. Most departments prepared a power point that was included in the binder. Whenever possible, the sessions include tours of City facilities. The Port and Harbor tour was especially popular. At the end of the course participants were given information on how they could be involved in local government (boards, commission and Council) including applications forms for City commissions and a list of current vacancies.

### **Profile of Participants:**

14 participants

12 certificated (attended 5 of the 6 classes)

2 were City of Homer staff

1 Council member

2 were non-residents

**Cost:**

The Academy came in over \$1,000 under budget. The largest expense was food. I believe it is absolutely necessary to feed people if you are expecting to hold their attention for almost 3 hours over the dinner time frame. Simple fair like soup or sandwiches was purchased from local vendors. A \$3,000 budget would be sufficient for staff to put on the Academy and have room for small incidentals.

**Budget (\$4,000)**

Advertising (newspapers): \$900

Supplies: \$213

Food/snacks: \$1,446.83

Bus rental: \$203.13

Total Cost: \$2,762.96

**Evaluations:**

At the end of each class participants were asked to fill out an evaluation giving feedback on the quality of the speakers, content, tours/demonstrations and an overall rating.

The average overall rating for all 6 classes was 4.85 out of 5. Some of the notable positive comments were:

-“If everyone liked their job as much as all the people we heard from the world would be a better place.”

-“Very informative”

-“Happy to see City employees so willing to add to their work load to inform us of the policies and procedures.”

-“I can tell that each department will provide a great description of what they do. Thank you.”

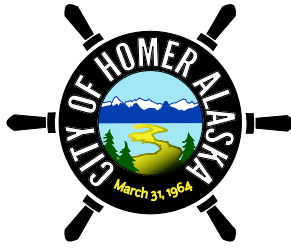
The evaluations offered constructive comments too, such as suggestions on how to improve a power point, organize the packet or hand out name tags. This was all valuable information for Academy organizers as the process was fine-tuned throughout the course. Each evaluation was shared with the staff that presented that day. Participants also filled out a final evaluation. It was great to see the positive comments from people who thought it was a good use of their time. The average final evaluation score was 4.9. A summary of the final evaluation form and participants comments is attached.

Staff that presented were also given an evaluation form with suggestions for Academy organizers on how to improve next time. One of the biggest challenges was time. The class often ran over and some departments felt like there was not enough time to adequately explain what they do. The participant’s reaction was mixed: some though more time was needed; others felt like it was a lot of information to absorb and more time would affect retention of information.

**Next Time:**

There was lots of good feedback to incorporate into future Citizen Academies. Based on recommendations, I would make it a 7-8 week course and give Police and Fire more time and add a section on City Council. I would also expand the explanation of how to become involved with local government.





## City of Homer Citizens Academy Final Evaluation Form SUMMARY OF PARTICIPANT COMMENTS

### Overall Rating

1=Poor; 5=Excellent

**Most departments feel like they did not have enough time. Including the extra tour and nights that went over, the course was almost 20 hours of instruction. Do you think the official course should be expanded from 6 to 8 21/2 hour classes to allow for more in-depth coverage?**

Yes (9) No (3) No response (2)

Comments:

- It's a tossup. It was hard to commit to 6 weeks.
- Every one of my evaluations voice the extra time needed to really take everything from each presentation. It would be nice for some departments to have a whole night to themselves.
- Those citizens who are interested enough to attend 6 classes (plus a separate tour) would also attend 8 classes. I'd avoid offering classes in the summer- that probably goes without saying.
- It is fun; tours are the best part
- Each department does not need equal time. I would not expand City Clerk, Finance or Planning presentations.
- Go from 6 to 7, see how that works
- Not necessarily. As time would be better spent for individual's specific interests that others might not care about.
- More time to educate the Academy member what the City does
- Just right amount of time. They did a great job and anyone that wanted to stayed late.

**Is there an alternate format you think would have been better or increased participation (for example, biweekly, intensive over 1 weekend or 1 week, monthly)?**

- Once a week worked well.
- An intensive one or two weekends might be good – but I'm reminded of the adage: the mind can only absorb as much as the butt can stand.
- I could see this six week course being replaced by two weekend presentations at 8 hours each. The worry is the cost of additional personnel hours.
- I really enjoyed the 1x1 week format. It would not have been able to attend courses over a concentrated week of classes.
- If you expand it I would make it monthly and I would loop in the business community. We should have a business round table with the biggest industries and employees.

- I like the format; including dinner is brilliant (didn't expect that the first night).
- I liked the compact comprehensive presentations
- No, once a week is good – not too much to digest
- Once a week is perfect
- I like the 1x a week format.
- Thursday evenings for 6 weeks fit my schedule perfectly. 5:30 is a good start time. I could easily go another half hour or so to allow more time to complete presentations. I would not favor a compressed schedule on a weekend: I don't have the brain or sit capacity. Every week gives good continuity, which would be lost on biweekly schedule. This was just right.

**Overall Rating: 4.9**

Suggestions for improving next time:

- Food from Vidas Thai
- Integrate all relevant input from this year's Academy
- I think it would be ok to tell participants to brown bag it. The food was wonderful and appreciated after a long day, but it felt wrong to be eating on the taxpayers.
- Very happy by the knowledge I've walked away with. Still have several questions – but each department has made it well know the doors are always open. Thank you for this opportunity.
- The Academy was AWESOME! It would be a benefit if City Council members were required to attend the academy- and I've heard a lot of Academy participants say the same thing.
- I highly recommend the Citizens Academy the way it is!
- I would include tours of Fire/Police/ Also loop in the business community and Health Services. In other words I would expand the Citizens Academy beyond the City Departments into other areas of Homer i.e. Chamber, major employers and health services.
- Handouts should cover slide show at least; more if necessary but otherwise one feels a need to take notes.
- For the time involved the information was invaluable.
- Have departments scope time to do presentations before setting class time allocation.
- As wonderful as I predicted and expected – I am so pleased.
- Was all relevant material – maybe more “local” examples/pictures – I liked how planning used KPC pictures to make her point about drainage.
- This was a great experience. I have followed city functions for a long time and still learned a lot from these presentations. This is an excellent overview of local government that would be a great course for the college or high school to sponsor.

# Report to Council

2014 Homer Citizens Academy



## Profile of Participants

- 14 participants
- 12 certificated (attended 5 of the 6 classes)
- 2 were City of Homer staff (1 Council member)
- 2 were non-residents

## Budget

- Advertising: \$900
  - Supplies: \$213
  - Food/snacks: \$1,446.83
  - Bus rental: \$203.13
- Total Cost: \$2,762.96



# Office of the City Manager



Talking to the media is just a small part of what Walt does: interview with KBBI News Director Aaron Selbig.

- Duties and powers
- Budget
- Ethics
- A day in the life of Walt Wrede

# City Attorney: Holly Wells

- Open Meetings Act
- Board of adjustments
- Lawsuits
- Questions



# Office of the City Clerk

- Open Meetings Act
- Record Keeping: agendas, meeting packets, minutes
- Elections
- Special Assessment Districts
- Bids and proposals
- Interface with the public



# Port and Harbor

- Administrative tasks
- Facility tour of improvements
- Port maintenance tour (inside and out)
- Ice Plant tour
- Tour of Ramp 2 including tug boat demonstration





# Homer Public Library



- Mission statement
- Collection
- Staff
- Events and programming
- Core values
- Library usage
- Library Advisory Board

# Human Resources

- Mission
- City of Homer Staff
- Recruitment
- Retention
- Qualifications of COH employees
- Total compensation
- Training and professional development



# Information Technology

- Breadth of IT: more than just computers and software
- Amount of IT support COH needs: 170 computers alone that need maintaining
- Regulations
- How IT is involved in everything
- Walked through two case studies:
  - Natural Gas HSAD
  - Council Ipads



# Public Works

- Parks
- Roads
- Water and Sewer
- Capital projects
- Tour of Water Treatment Plant



# Homer Volunteer Fire

## Department

- Cost of outfitting/training a volunteer: \$22,124
- History of Department
- Role of Department
- Statistics
- Savings of using volunteers
- ISO ratings
- Equipment
- Department needs including new building



# Homer Police Department



- History
- Mission statement
- Community oriented policing
- Training
- Challenges
- Budget
- Statistics
- Public safety building



# Planning

- Functions of Planning
- Staff
- Planning Commission
- Zoning: maps and why it matters
- Drainage



# Community Recreation

- History
- Mission
- Programing
- Volunteer hours
- Budget
- Why municipal recreation





# Finance

- Mission
- Functions
- Budget
- Audit
- PERS



# Evaluations

“Outstanding infrastructure.  
Very interesting to see it.”

“Wow- you are lucky to have  
such caring and enthusiastic  
employees.”

“I think the big take away  
from this class was how well  
the employees work together  
and support each other.”

“I am impressed with the  
cleanliness of the City  
building and facilities.”

“I was shocked to learn that  
officers sometimes work  
alone at great risk to  
themselves...”

“As always, there just isn't  
enough time to cover all  
aspects of interest.”



# Suggestions

- Add 1-2 sessions to course
- Encourage Council and/or staff participation
- Incorporate tours with presentations as much as possible
- Include a class on City Council
- Take more pictures



# 2014 Citizens Academy with Homer City Council





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Public Works

3575 Heath Street  
Homer, AK 99603

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

(p) 907- 235-3170

(f) 907-235-3145

## Memorandum 14-104

TO: Walt Wrede, City Manager  
FROM: Carey Meyer, Public Works Director  
DATE: June 16, 2014  
SUBJECT: **Extension of Greatland Street - North**

---

Extending Greatland Street north to Pioneer Avenue is complicated by the recommendations of the Homer 2005 Transportation Plan recommendations for this area. See attached Figure A.

The recommendations call for Bartlett Street to be extended south across Pioneer Avenue and curve east over to Main Street. Greatland would be extended north to the new Bartlett, but the northern portion of Greatland would be vacated. If Greatland was extended all the way north to Pioneer Avenue, a portion of Greatland Avenue would have to be abandoned.

Figure B shows the existing property owners in the affected area. Figure C shows how Bartlett would be extended south and east to Main Street and how property ownership might change.

Options:

- **Extend a gravel pedestrian trail** up Greatland to Pioneer Avenue. This would provide immediate pedestrian access to Pioneer Avenue.
- **Extend a gravel road and trail** up Greatland. This would provide immediate vehicular and pedestrian access to Pioneer Avenue, but would create a relatively expensive road maintenance situation. If and when the recommendations of the Transportation Plan are implemented, the gravel portions can be removed within the portions of Greatland that are vacated.
  - **Extend a paved road and trail** up Greatland. This would provide immediate vehicular and pedestrian access to Pioneer Avenue with a relatively low cost road maintenance situation. If and when the recommendations of the Transportation Plan are implemented, the paved portions can be removed within the portions of Greatland that are vacated.
  - **Wait to Extend Greatland until Bartlett Extension is Complete.** This would efficiently expend project monies, but postpone the extension of Greatland until entire project is planned and designed.



HOMER 2005 TRANSPORTATION PLAN  
FOR AFFECTED AREA

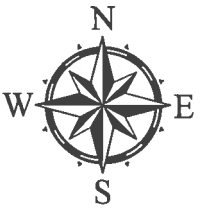
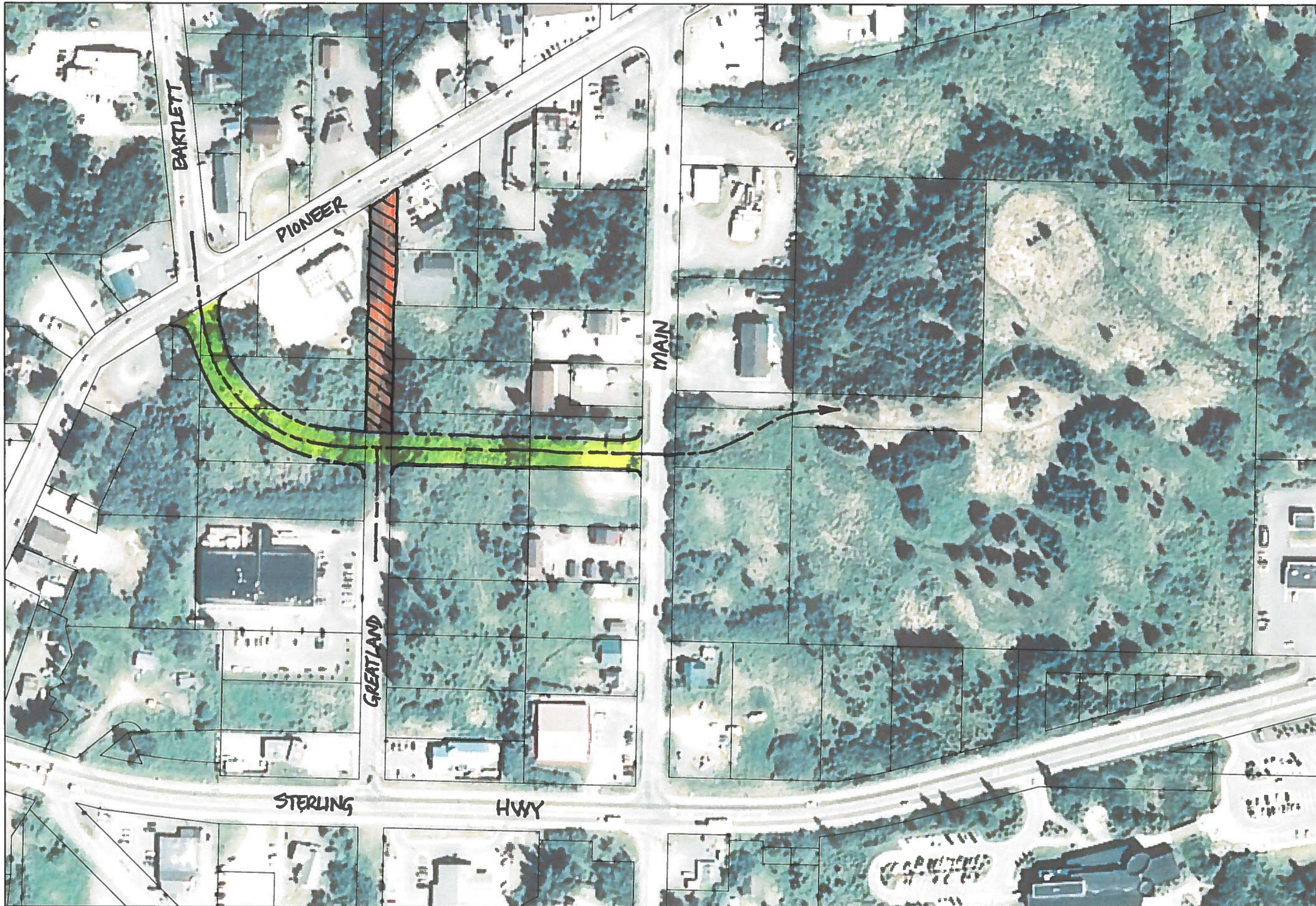


FIGURE A







EXISTING PROPERTY OWNERS  
AFFECTED AREA

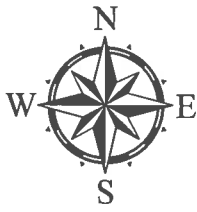


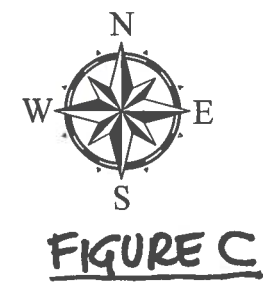
FIGURE B



1 inch = 100 feet



PROPOSED PROPERTY OWNERS  
AFFECTED AREA





CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
AGENDA APPROVAL



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



REGULAR MEETING  
6:00 P.M. MONDAY  
JUNE 23, 2014  
COWLES COUNCIL CHAMBERS

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 GUS VAN DYKE  
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**

5. **CONSENT AGENDA**

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

A. Homer City Council unapproved Regular meeting minutes of June 9, 2014. City Clerk.  
Recommend adoption. *Page 51*

B. **Memorandum 14-100**, from Mayor, Re: Reappointment of Tom Bos to the Homer  
Advisory Planning Commission. *Page 71*

- C. **Memorandum 14-101** from Mayor, Re: Recommendation to Mayor Navarre for the Appointment of Franco Venuti to the Kenai Peninsula Borough Planning Commission to Fill the City of Homer Seat. *Page 75*
- D. **Ordinance 14-30**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Grant From the U.S. Fish and Wildlife Service In the Amount of \$110,000 for Reconstruction of a Section of the Beluga Slough Trail, and Providing an In-Kind Match in the Form of Design, Permitting, and Project Management Services, Having a Total Value of \$25,000. City Manager/Public Works Director. Recommended dates: Introduction June 23, 2014, Public Hearing and Second Reading July 28, 2014. *Page 81*
- E. **Ordinance 14-31**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Budget by Appropriating \$84,000 From the Homer Accelerated Roads and Trails Fund (HART) for a Traffic Calming Pilot Project in Old Town. Van Dyke/Howard. Recommended dates: Introduction June 23, 2014, Public Hearing and Second Reading July 28, 2014. *Page 93*
- F. **Resolution 14-070**, A Resolution of the Homer City Council Accepting the 2013 Comprehensive Annual Financial Report with Audit and Financial Statements and Acknowledging the Management Letter Submitted by the City's Independent Auditor, BDO, USA, LLP and Authorizing the City Manager to Execute the Financial Report. City Manager/Finance Director. Recommend adoption. *Page 105*
- G. **Resolution 14-071**, A Resolution of the Homer City Council Electing to Participate in the AMLJIA Loss Control Incentive Program for the City of Homer for the 2014-2015 Policy Year. City Manager/Finance. Recommend adoption. *Page 107*
- H. **Resolution 14-072**, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Sign a Grant Agreement With the U.S. Fish and Wildlife Service (USFWS) for Reconstruction of a Section of the Beluga Slough Trail. City Manager/Public Works Director. Recommend adoption. *Page 109*
- I. **Resolution 14-073**, A Resolution of the City Council of Homer, Alaska, Expressing Its Support for the Kachemak Bay Research Reserve and Urging the Governor and Department of Fish and Game Commissioner Campbell to Hire an Interim On-Site Director and Expedite Efforts to Identify a New State Partner. City Manager. Recommend adoption. *Page 111*



- J. **Resolution 14-074**, A Resolution of the Homer City Council Renaming and Dedicating the Rotary Garden at the Homer Public Library to the Peter Larson Memorial Rotary Garden. City Clerk/Library Advisory Board. Recommend adoption. **Page 121**

Memorandum 14-102 from Library Advisory Board as backup. **Page 123**

- K. **Resolution 14-075**, A Resolution of the City Council of Homer, Alaska, Approving and Accepting the Donation From the Bunnell Street Arts Center of a Fanciful Loon Windsock Sculpture by Alaskan Artist Rachelle Dowdy to be Placed at Bishop's Beach Park. City Clerk/Public Arts Committee. Recommend adoption. **Page 133**

Memorandum 14-103 from Public Arts Committee as backup. **Page 135**

- L. **Resolution 14-076** A Resolution of the City Council of Homer, Alaska, Approving and Accepting the Donation From the Bunnell Street Arts Center of a "Marine Debris Relief Sculpture of Silver Salmon" by Homer Artist Lynn Marie Naden to be Placed at Bishop's Beach Park. City Clerk/Public Arts Committee. Recommend adoption. **Page 1657**

Memorandum 14-103 from Public Arts Committee as backup. **Page 135**

- M. **Resolution 14-077**, A Resolution of the City Council of Homer, Alaska, Approving Amendment One to the Cooperative Agreement Between the Alaska Department of Fish and Game and the City of Homer Regarding Renovation of the Homer Harbor Boat Launch Facility. City Manager/Port and Harbor Director/Public Works Director. Recommend adoption. **Page 183**

## 6. VISITORS

- A. Shanon Hamrick – Kenai Peninsula Tourism Marketing Council, 10 minutes.

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

- A. **Mayor's Proclamation**, July as Parks and Recreation Month **Page 207**

B. Borough Report

C. Commissions/Board Reports:

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

**8. PUBLIC HEARING(S)**

- A. **Ordinance 14-27**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating Up to \$600,000 From the Port and Harbor Reserves as a Local Match for Repair, Replacement, and Rehabilitation of Infrastructure and Facilities at the Homer Small Boat Harbor Load and Launch Ramp. City Manager/Port and Harbor Director. Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014. *Page 213*
- B. **Ordinance 14-28**, An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$179,892.97 From the Harbor Reserve Fund for the Local Match Associated With Deep Water Dock Feasibility Study and Authorizing the City Manager to Execute All Appropriate Documents. City Manager/Public Works Director. Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014. *Page 221*
- C. **Ordinance 14-29**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$37,708 From the General Fund/Fund Balance to Fund a Permanent Part Time Administrative Assistant Position at Public Works. Burgess. Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014. *Page 227*
- D. **Resolution 14-060**, A Resolution of the Homer City Council Maintaining the Water and Sewer Fees at the 2014 Rate and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director. *Page 235*
- Memorandum 14-090 from City Manager as backup. *Page 243*

**9. ORDINANCE(S)**

**10. CITY MANAGER'S REPORT**

A. City Manager's Report

1. City of Homer Community Recreation Report

***Page 261***

**11. CITY ATTORNEY REPORT**

**12. COMMITTEE REPORT**

A. Public Arts Committee

B. Permanent Fund Committee

C. Port and Harbor Improvement Committee

D. Employee Committee Report

E. Port and Harbor Building Task Force

F. Public Safety Building Review Committee

G. Vessel Haul-Out Task Force

**13. PENDING BUSINESS**

- A. **Ordinance 14-20**, An Ordinance of the Homer City Council Amending Homer City Code 21.18.030, Conditional Uses and Structures, 21.24.030, Conditional Uses and Structures, and 21.26.030, Conditional Uses and Structures, to Add Farmers' Market as a Conditional Use in the Central Business District, General Commercial 1 and General Commercial 2 Zoning Districts. Roberts. (Introduction May 12, 2014, Referred to the Planning Commission) ***Page 273***

**Ordinance 14-20(S)**, An Ordinance of the Homer City Council Amending Homer City Code 21.26.020, Permitted Uses and Structures, to Add Open Air Business as a Permitted Use in the General Commercial 2 Zoning District. Roberts. (Substitute recommended by the Planning Commission) ***Page 279***

Memorandum 14-105 from City Planner as backup.

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**14. NEW BUSINESS**

**15. RESOLUTIONS**

- A. **Resolution 14-078**, A Resolution of the Homer City Council Awarding the Contract for the Construction of the Homer Harbormaster's Building / Deepwater Dock Trail Boardwalk to a Firm to be Announced of City and State in an Amount to be Announced and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk.

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**16. COMMENTS OF THE AUDIENCE**

**17. COMMENTS OF THE CITY ATTORNEY**

**18. COMMENTS OF THE CITY CLERK**

**19. COMMENTS OF THE CITY MANAGER**

**20. COMMENTS OF THE MAYOR**

**21. COMMENTS OF THE CITY COUNCIL**

**22. ADJOURNMENT**

Next Regular Meeting is Monday, July 28, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PUBLIC COMMENTS  
UPON MATTERS  
ALREADY ON THE AGENDA



# RECONSIDERATION





# CONSENT AGENDA



Session 14-17 a Regular Meeting of the Homer City Council was called to order on June 9, 2014 at 6:01 p.m. by Mayor Mary E. Wythe at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS: BURGESS, HOWARD, LEWIS, ROBERTS,  
VAN DYKE, ZAK

STAFF: CITY MANAGER WREDE  
CITY CLERK JOHNSON  
CITY ATTORNEY WELLS  
COMMUNITY & ECONOMIC DEVELOPMENT  
COORDINATOR KOESTER  
FINANCE DIRECTOR LI  
ACCOUNTING SUPERVISOR MOORE  
LIBRARY DIRECTOR DIXON  
PORT AND HARBOR DIRECTOR HAWKINS  
PUBLIC WORKS DIRECTOR MEYER

Council met as a Committee of the Whole from 5:00 p.m. to 5:51 p.m. to hear Michelle Drew, BDO, Auditor's Report, discuss Water and Sewer Rates, the Consent Agenda, and Regular Meeting Agenda items.

## AGENDA APPROVAL

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

The following changes were made:

**CONSENT AGENDA - Resolution 14-064(S)**, A Resolution of the City Council of Homer, Alaska, Approving the Reduction of Employee Health Insurance Premiums by Twenty Percent for the Period July 1, 2014 Through December 31, 2014. City Manager. (Amendment recommended by City Attorney.) **Resolution 14-066**, A Resolution of the City Council of Homer, Alaska, Approving a New Short Term Lease (Six Months) for Peninsula Scrap and Salvage on a Portion of Lot 12, Homer Spit Subdivision No 5, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. (Amendment recommended by City Attorney.) **CITY ATTORNEY REPORT** - Report for May 2014. **RESOLUTIONS - Resolution 14-060**, A Resolution of the Homer City Council Maintaining the Water and Sewer Fees at the 2014 Rate and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director. Letter from Kachemak City, re: sewer rates. **Resolution 14-067(S)**, A Resolution of the Homer City Council Awarding the Contract for the Parks, Art, Recreation and Culture (PARC) Needs

Assessment to the Firm of Agnew::Beck Consulting, LLC of Anchorage, Alaska, in the Amount of \$40,000 and Authorizing the City Manager to Execute the Appropriate Documents.

Mayor Wythe called for a motion to approve the agenda as amended.

BURGESS/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Kate Crowley, city resident, commented on Resolution 14-067(S), the selection of Agnew::Beck Consulting, LLC who is a good match for what the Recreate Rec group is looking for.

Keren Kelley, Homer Senior Citizens, Inc., along with other seniors in the audience advocated for Ordinance 14-26. She passed out a letter on behalf of the senior citizens.

Robert Archibald, on behalf of Kachemak Bay Equestrian Association, thanked Council for Resolution 14-061.

Ray Kranich, city resident, expressed opposition to Ordinance 14-26, citing that funding could have been provided as a loan or with the seniors fundraising.

#### **RECONSIDERATION**

#### **CONSENT AGENDA**

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

- A. Homer City Council unapproved Regular meeting minutes of May 27, 2014. City Clerk. Recommend adoption.
- B. **Memorandum 14-092** from Mayor, Re: Appointment of Lance Petersen to the Public Arts Committee.

- C. **Memorandum 14-093**, from City Clerk, Re: 2015 Proposed Budget Schedule.
- D. **Ordinance 14-26**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$100,000 From the General Fund/Fund Balance to Provide Matching Funds for Natural Gas Conversions at Senior Center Buildings and Facilities. Lewis. Recommended dates: Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014.

Moved to Ordinances.

- E. **Ordinance 14-27**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating Up to \$600,000 From the Port and Harbor Reserves as a Local Match for Repair, Replacement, and Rehabilitation of Infrastructure and Facilities at the Homer Small Boat Harbor Load and Launch Ramp. City Manager/Port and Harbor Director. Recommended dates: Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014.
- F. **Ordinance 14-28**, An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$179,892.97 From the Harbor Reserve Fund for the Local Match Associated With Deep Water Dock Feasibility Study and Authorizing the City Manager to Execute All Appropriate Documents. City Manager/Public Works Director. Recommended dates: Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014.
- G. **Ordinance 14-29**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$37,708 From the General Fund/Fund Balance to Fund a Permanent Part Time Administrative Assistant Position at Public Works. Burgess. Recommended dates: Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014.
- H. **Resolution 14-058**, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library Circulation Policy. City Manager/Library Director. Recommend adoption.

Memorandums 14-088 and 14-098 from Library Advisory Board as backup.

- I. **Resolution 14-059**, A Resolution of the City Council of Homer, Alaska, Updating the Library Advisory Board By-Laws to Amend Article Four, Meetings, Section Two and

Four and Article Five, Committees, Section One. City Clerk/Library Advisory Board. Recommend adoption.

Memorandum 14-089 from the Library Advisory Board as backup.

- J. **Resolution 14-061**, A Resolution of the City Council of Homer, Alaska, Requesting that the Alaska Department of Transportation and Public Facilities (ADOT/PF) Lower the Speed Limit on East End Road in the Vicinity of the Kachemak Bay Equestrian Horse Park, Establish a Cross Walk Across East End Road in that Area for Access to the Bike Trail, and Provide Signage Alerting Drivers to the Presence of the Horse Park. Howard/Lewis. Recommend adoption.

Moved to Resolutions.

- K. **Resolution 14-064**, A Resolution of the City Council of Homer, Alaska, Approving the Reduction of Employee Health Insurance Premiums by Twenty Percent for the Period July 1, 2014 Through December 31, 2014. City Manager. Recommend adoption.

**Resolution 14-064(S)**, A Resolution of the City Council of Homer, Alaska, Approving the Reduction of Employee Health Insurance Premiums by Twenty Percent for the Period July 1, 2014 Through December 31, 2014. City Manager. Recommend substitution and adoption.

Memorandum 14-091 from City Manager as backup.

Moved to Resolutions.

- L. **Resolution 14-065**, A Resolution of the City Council of Homer, Alaska, Approving Regulations Promulgated by the City Manager Which Establish a Speed Limit and Prohibit Parking Along the Roadway at Karen Hornaday Park. Howard/Lewis. Recommend adoption.

- M. **Resolution 14-066**, A Resolution of the City Council of Homer, Alaska, Approving a New Short Term Lease (Six Months) for Peninsula Scrap and Salvage on a Portion of Lot 12, Homer Spit Subdivision No 5, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

**Resolution 14-066(S)**, A Resolution of the City Council of Homer, Alaska, Approving a New Short Term Lease (Six Months) for Peninsula Scrap and Salvage on a Portion of Lot 12, Homer Spit Subdivision No 5, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend substitution and adoption.

- N. **Resolution 14-069**, A Resolution of the Homer City Council Awarding a Sole Source Contract to the Firm of Intelligent Design, LLC of Anchorage, Alaska, in the Amount of \$65,835 to Complete the Conversion of the Water Treatment Plant, the Harbor Maintenance Shop, and Four Spit Restrooms to Natural Gas and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum 14-097 from Public Works Director as backup.

Ordinance 14-26 was moved to Ordinances A. (Howard)

Resolution 14-061 was moved to Resolution F. (Howard)

Resolutions 14-064 and 14-064(S) were moved to Resolutions G. (Burgess)

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

BURGESS/LEWIS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## VISITORS

- A. Michelle Drew, BDO, Auditor's Report

Michelle Drew, Partner at BDO USA, reported on the City's annual financial statement and audits for 2013. Highlights of the audit include:

- Slight reduction of the General Fund at year-end of \$40,000
- Ending fund balance unassigned at \$5.6M (just under six months of normal operating expenditures)
- Water & sewer fund revenues sufficient to cover operating costs
- Sales tax and property tax assessments sufficient for annual debt service
- Water/sewer fund has \$16M in outstanding debt to be paid over a period of time
- Harbor fund rates sufficient to cover day to day hard costs and a portion of depreciation

- In 2013 City issued \$3.7M in general obligation harbor bonds for capital projects
- Harbor fund received number of grants and spent \$3M in capital grants
- Health insurance fund – opened 2013 with \$286,000 deficit; charges and transfers from the general fund removed and cleared the deficit; year ended with \$120,000 positive
- Spent \$500,000 in Federal grants and \$12.8m in State grants

There were no significant deficiencies for grants or their administration. One significant deficiency of financial reporting was specifically the result of turnover and vacancies in personnel, and medical leaves at a critical time period.

Overall the City of Homer had a good year for 2013. Ms. Drew thanked Administration and the employees who were very helpful to complete their work.

#### **ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS**

A. **Mayor's Recognition** to HoWL for City Clean-Up Week

Mayor Wythe read and presented the recognition to representatives of HoWL.

B. **Mayor's Recognition** to Church on the Rock for Clean-Up of Karen Hornaday Park

Mayor Wythe read and presented the recognition to representatives of Church on the Rock.

C. Borough Report

D. Commissions/Board Reports:

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

Robert Archibald, Parks and Recreation Advisory Commissioner, commended HoWL and Church on the Rock for their clean-up work on Karen Hornaday Park. The old pavilion will soon be moved to another area of the park. The commission is planning Park Day for late July. It will include a historical talk on Coal Point and the coal railway that was established in the 1800's.

5. Port and Harbor Advisory Commission



Catherine Ulmer, Port and Harbor Advisory Commissioner, reported everyone is working together and getting things done.

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

- A. **Ordinance 14-23**, An Ordinance of the City Council of Homer, Alaska, Authorizing the Conveyance of Lots 1, 2, 3, 4 and 5, Scenic View Subdivision No. 6 to Kachemak Bay Equestrian Association Inc. for Use as Part of an Equestrian Park, and Waiving the Appraisal of the Property and Sale of the Property for Fair Market Value. City Manager. Introduction May 27, 2014, Public Hearing and Second Reading June 9, 2014.

Mayor Wythe opened the public hearing.

Robert Archibald, city resident, commented the area will be a great addition for a park and will provide a bigger turn area.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 14-23 by reading of title only for second and final reading.

LEWIS/ROBERTS - SO MOVED.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Ordinance 14-24**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.68.030 Proceedings of Commission, to Change the Meeting Schedule of the Parks and Recreation Advisory Commission. City Manager/Parks and Recreation Advisory Commission. Introduction May 27, 2014, Public Hearing and Second Reading June 9, 2014.

Memorandums 14-081 and 14-083 from Parks and Recreation Advisory Commission as backup.

Mayor Wythe opened the public hearing. In the absence of public testimony, Mayor Wythe

closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 14-24 by reading of title only for second and final reading.

BURGESS/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Ordinance 14-25**, An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget to Reallocate a Water Fund Capital Budget Item Expenditure at the Water Treatment Plant to Evaluate Alternatives to Reduce Disinfection By-Products in the Drinking Water. City Manager/Public Works Director. Introduction May 27, 2014, Public Hearing and Second Reading June 9, 2014.

Memorandum 14-087 from Public Works Director as backup.

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

Mayor Wythe called for a motion for the adoption of Ordinance 14-25 by reading of title only for second and final reading.

LEWIS/ROBERTS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

**ORDINANCE(S)**

- A. **Ordinance 14-26**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$100,000 From the General Fund/Fund Balance to Provide Matching Funds for Natural Gas Conversions at Senior Center Buildings and Facilities. Lewis. Recommended dates: Introduction June 9, 2014, Public Hearing and Second Reading June 23, 2014.

Mayor Wythe called for a motion for the adoption of Ordinance 14-26 for introduction and first reading by reading of title only.

LEWIS/ZAK – SO MOVED.

Councilmember Zak disclosed a potential conflict as he serves on the Board of Directors for the Homer Senior Citizens, Inc. He does not derive any income from his service.

City Attorney Wells advised there is no financial interest in Councilmember Zak's position as a board member.

Mayor Wythe ruled Councilmember Zak did not have a conflict of interest. There was no objection from the Council.

Councilmembers Lewis and Zak advocated for passage of the ordinance as it will allow the seniors to lower costs, build up their reserve fund, and lower rates. Homer is one of the few cities without a line item for the senior center. The center provides 38 local jobs and provides \$1.7M to the community.

Councilmembers Howard, Burgess, Roberts and Van Dyke expressed opposition as the timing is not right since the City is struggling with its own finances. It may set a precedent for other entities to request city funds. Seniors are not necessarily low income; arriving at a certain age should not be an entitlement. City buildings are not yet converted to natural gas. The City's main concerns are sewer, water, streets, police and fire; we are not able to be lavish. When we run out of money we go to the users and raise rates. The senior citizens estimate for the natural gas conversion included \$100,000 for replacing appliances, an expense that should be in their depreciation fund.

VOTE: YES. LEWIS, ZAK

VOTE: NO. BURGESS, ROBERTS, HOWARD, VAN DYKE

Motion carried.

## CITY MANAGER'S REPORT

### A. City Manager's Report

1. BlueCrest Energy: We have received copies of the BlueCrest Energy Operating Plan and Oil Discharge Prevention and Contingency Plan for members of the public who may want to review these documents. They are located at the Clerk's office and both PDF, disk, and paper format are available. BlueCrest is preparing to conduct operations at the Stiriski site.
2. Pioneer Dock: On Tuesday, June 3, Bryan, Carey, Aaron, and I met with AMHS and R&M Engineering Consultants to discuss proposed improvements at the Pioneer Dock. DOT/PF has obtained funding (1.6 Million) to make improvements that would better accommodate AMHS vessels. The improvements include additional fender panels, a wraparound fender at the end of the dock to accommodate vessel pivoting maneuvers in certain weather conditions, dolphin improvements, and a covered walkway for passengers with associated electrical and lighting work. One of the things we talked about most was the NMFS requirement that the contractors must stop work if Beluga Whales were within 3,000 meters. Monitoring must take place and this may drive the project cost, if it is even achievable. Construction is expected in either the Spring or the fall of 2015.
3. North to the Future Report: Attached please see a report from Katie on progress and plans for the North to the Future Book project.
4. Strategic Planning: Attached please see a follow-up report from Katie on Strategic Planning. Hopefully we can find some time to discuss this during the meeting.
5. Research Reserve: On Wednesday, June 4<sup>th</sup>, I was invited to meet with the Kachemak Bay Research Reserve Board to discuss the future of the Reserve and efforts to find a new State partner. I will be happy to talk about this in detail at the meeting.
6. Old Town: The Tentative Agenda contained an ordinance appropriating funds for additional traffic calming measures in Old Town, sponsored by Councilmember Van Dyke. That ordinance was pulled because all of the cost estimates were not yet obtained by packet time.
  1. Memorandum 14-094 from Community & Economic Development Coordinator, Re: Strategic Implementation Planning
  2. Memorandum 14-095 from Community & Economic Development Coordinator, Re: *Alaska: North to the Future* Update

Council provided positive feedback on the material Community and Economic Development Coordinator Koester has compiled for the *Alaska: North to the Future* edition that will showcase Homer.

The Strategic Implementation Planning will be scheduled later in the fall after the October election. Three different organizations are potential facilitators.

City Manager Wrede will bring an ordinance forward at the June 23<sup>rd</sup> meeting for traffic calming at Old Town. Funds will come from the HART program; cost estimates are not yet complete.

The Kachemak Bay Research Reserve got a reprieve to secure funding. They are working on finding a State partner, possibly the University of Alaska. A resolution will be forthcoming on June 23<sup>rd</sup> for the Council to ask the Governor and Fish and Game to show more urgency in resolving their funding issues

B. Bid Report

**CITY ATTORNEY REPORT**

A. Report for May 2014

**COMMITTEE REPORT**

- A. Public Arts Committee
- B. Permanent Fund Committee
- C. Port and Harbor Improvement Committee
- D. Employee Committee Report
- E. Port and Harbor Building Task Force
- F. Public Safety Building Review Committee
- G. Vessel Haul-Out Task Force

**PENDING BUSINESS**

- A. **Resolution 14-056** , A Resolution of the Homer City Council Amending the Parks and Recreation Advisory Commission Bylaws, Regular Meetings, Establishing a Regular Meeting Schedule of February Through June and August Through November;

Committees, Requiring City Council Approval to Form a Special Committee; and Special Meetings, to be Scheduled Only When Required to Complete Time Sensitive Business. City Manager/Parks and Recreation Advisory Commission. Postponed to June 9, 2014 to follow Ordinance 14-24.

Memorandums 14-081 and 14-083 from Parks and Recreation Advisory Commission as backup.

Mayor Wythe called for a motion for the adoption of Resolution 14-056 by reading of title only.

LEWIS/HOWARD – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## **NEW BUSINESS**

### **RESOLUTIONS**

- A. **Resolution 14-060**, A Resolution of the Homer City Council Maintaining the Water and Sewer Fees at the 2014 Rate and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director. Recommend postponement to June 23, 2014 for a Public Hearing.

Memorandum 14-090 from City Manager as backup.

Mayor Wythe called for a motion for the adoption of Resolution 14-060 by reading of title only.

LEWIS/ROBERTS - SO MOVED.

Mayor Wythe called for a motion to postpone Resolution 14-060 to June 23<sup>rd</sup> for a Public Hearing.

LEWIS/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Resolution 14-063**, A Resolution of the City Council of Homer, Alaska, Expressing Support for the Alaska Department of Transportation and Public Facilities (ADOT/PF) Pioneer Avenue Rehabilitation Project Scope of Work and Providing Specific Comments. Mayor.

Mayor Wythe called for a motion for the adoption of Resolution 14-063 by reading of title only.

LEWIS/ZAK – SO MOVED.

City Manager Wrede advised Council that the be it further resolved clause was left blank for the Council to offer specific comments to the project.

HOWARD/BURGESS – MOVED THAT THE PEDESTRIAN WALKWAY ISLANDS BE PAINTED INTO THE ROAD AS OPPOSED TO RAISED PLATFORMS.

There was no discussion.

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

Motion carried.

BURGESS/HOWARD - MOVED THAT WE HAVE THE STATE CONSIDER PUTTING IN FLASHING LED WALKWAY SIGNS AND PUSH BUTTON ACTIVATION AT CROSSWALK SIGNS.

There was no discussion.

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

Motion carried.

Council discussed the line of sight at the Main Street and Pioneer Avenue intersection where the retaining wall is. Public Works Director Meyer advised the right-of-way at that portion of the intersection is right on the property line. It could be moved back but would require acquisition of easements; that complicates things for the State. The location of the median is in a T intersection.

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

Motion carried.

C. **Resolution 14-067**, A Resolution of the Homer City Council Awarding the Contract for the Parks, Art, Recreation and Culture (PARC) Needs Assessment to the Firm To Be Announced of City and State in the Amount To Be Disclosed and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk.

**Resolution 14-067(S)**, A Resolution of the Homer City Council Awarding the Contract for the Parks, Art, Recreation and Culture (PARC) Needs Assessment to the Firm of Agnew::Beck Consulting, LLC of Anchorage, Alaska, in the Amount of \$40,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk.

Mayor Wythe called for a motion for the adoption of Resolution 14-067 by reading of title only.

LEWIS/HOWARD - SO MOVED.

Mayor Wythe called for a motion to substitute Resolution 14-067(S) for resolution 14-067.

LEWIS/BURGESS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Motion carried.



- D. **Resolution 14-062**, A Resolution of the Homer City Council Opening the Regular City Council Meetings With Prayer. Zak.

Mayor Wythe called for a motion for the adoption of Resolution 14-062 by reading of title only.

ZAK/VAN DYKE – SO MOVED.

ROBERTS/ZAK – MOVED TO AMEND TO ADD A SECOND BE IT FURTHER RESOLVED THAT THE CITY ATTORNEY WILL PROVIDE RECOMMENDED LANGUAGE TO PROVIDE FOR SUCH PRAYER TO BE INCLUDED IN THE COUNCIL HANDBOOK.

There was no discussion.

VOTE: (amendment) YES. ROBERTS, ZAK, VAN DYKE

VOTE: NO. HOWARD, LEWIS, BURGESS

Mayor Wythe broke the tie vote with a YES.

Motion carried.

Council discussed implementing prayer and the load it puts on the city clerk with coordinating the opening prayer. There is no plan of how it will be implemented. There are 14 pages of different religious symbols accepted on headstones for a government cemetery. If passed, Council would need to honor all religions. Prayer may make some people feel more comfortable; it may make some people feel less comfortable.

LEWIS/HOWARD - MOVED TO AMEND THAT FOR EVERY PLACE IN THE RESOLUTION THAT WE SEE PRAYER WE SUBSTITUTE THAT WITH "A REFLECTIVE MOMENT OF SILENCE".

There was no discussion.

VOTE: (amendment) YES. HOWARD, LEWIS, BURGESS, ROBERTS

VOTE: NO. VAN DYKE, ZAK

Motion carried.

Councilmember Zak suggested using a pre-canned message to bring Council together in serving the community be used in the event a person was not available to deliver an opening prayer.

It was suggested a moment would be no more than 30 seconds.

LEWIS/BURGESS - MOVED TO AMEND TO REMOVE THE SECOND BE IT FURTHER RESOLVED.

The resolution is back to the original with prayer replaced with "a moment of silence".

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

Motion carried.

VOTE: (main motion as amended) YES. ZAK

VOTE: NO. VAN DYKE, LEWIS, HOWARD, ROBERTS, BURGESS

Motion failed.

- E. **Resolution 14-068**, A Resolution of the Homer City Council Awarding a Sole Source Contract for Disinfection Byproducts Reduction Study on the Water Treatment/Distribution System to the Firm of HDR, Inc. of Anchorage, Alaska in the Amount of \$18,459 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 14-096 from Public Works Director as backup.

Mayor Wythe called for a motion for the adoption of Resolution 14-068 by reading of title only.

LEWIS/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- F. **Resolution 14-061**, A Resolution of the City Council of Homer, Alaska, Requesting that the Alaska Department of Transportation and Public Facilities (ADOT/PF) Lower the Speed Limit on East End Road in the Vicinity of the Kachemak Bay Equestrian Horse Park, Establish a Cross Walk Across East End Road in that Area for Access to the Bike Trail, and Provide Signage Alerting Drivers to the Presence of the Horse Park. Howard/Lewis. Recommend adoption.

Mayor Wythe called for a motion for the adoption of Resolution 14-061 by reading of title only.

HOWARD/LEWIS – SO MOVED.

HOWARD/LEWIS - MOVED TO POSTPONE ADOPTION AND SEND BACK FOR BETTER CLARIFICATION TO KEEP THE SPEED LIMIT CONSISTENT BEYOND JACK GIST PARK.

Council discussed lowering the speed limit to 35 mph past Jack Gist Park to the vicinity of the American Legion.

City Manager Wrede reminded Council DOT would have input.

City Attorney Wells noted the amendment was not substantial; it is a fact based analysis and will not require another hearing.

VOTE: (postponement) YES. BURGESS

VOTE: NO. ZAK, VAN DYKE, HOWARD, LEWIS, ROBERTS

Motion failed.

Mayor Wythe called for a recess at 7:30 p.m. and reconvened the meeting at 7:35 p.m.

ROBERTS/LEWIS – MOVED TO AMEND RESOLUTION 14-061 STARTING ON LINE 36 TO READ: THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES LOWER THE SPEED LIMIT ON EAST END ROAD EASTWARD FROM THE CURRENT 35 MPH SPEED ZONE PAST THE KACHEMAK BAY EQUESTRIAN ASSOCIATION ROAD AND PAST JACK GIST PARK ROAD (ADAMS) ALL THE WAY TO THE BEAR CREEK INTERSECTION OF EAST END ROAD (AMEND BOTH TITLE AND ENACTING CLAUSE).

BURGESS/LEWIS – MOVED TO AMEND THE AMENDMENT TO SAY THE WESTERN INTERSECTION OF BEAR CREEK ROAD ON EAST END ROAD.

There was no discussion.

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

Motion carried.

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

Motion carried.

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

Motion carried.

K. **Resolution 14-064**, A Resolution of the City Council of Homer, Alaska, Approving the Reduction of Employee Health Insurance Premiums by Twenty Percent for the Period July 1, 2014 Through December 31, 2014. City Manager. Recommend adoption.

**Resolution 14-064(S)**, A Resolution of the City Council of Homer, Alaska, Approving the Reduction of Employee Health Insurance Premiums by Twenty Percent for the Period July 1, 2014 Through December 31, 2014. City Manager. Recommend substitution and adoption.

Memorandum 14-091 from City Manager as backup.

Mayor Wythe called for a motion for the adoption of Resolution 14-064 by reading of title only.

LEWIS/VAN DYKE - SO MOVED.

Mayor Wythe called for a motion to substitute Resolution 14-064(S) for Resolution 14-064.

ZAK/VAN DYKE – SO MOVED.

Mayor Wythe declared her continued conflict of interest and passed the gavel to Mayor Pro Tempore Roberts.

City Manager Wrede told Council the reduction in employee health insurance premiums versus a flat payment to each employee was recommended by the Employee Committee.

Representatives from Meritain will be visiting Homer next week and will provide a better understanding of how the City stands.

Council discussed the reduction in health insurance premiums for employees noting there is greater compensation to those insuring their spouse and child. In the school district everyone pays the same amount. The insurance broker will be here on August 4<sup>th</sup> for a Worksession. The benefit to employees' productivity and moral is good use of the taxpayer's money.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Pro Tempore Roberts passed the gavel back to Mayor Wythe who returned to the dais.

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

Jim Lavrakas, Homer Chamber of Commerce, commented on the Chamber's working relationship with Old Town on signage.

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

City Attorney Wells reported their firm joined AML on the City's behalf. It is a great organization and they are getting a lot of useful resources.

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

City Clerk Johnson had no comment.

#### **COMMENTS OF THE CITY MANAGER**

City Manager Wrede had no comment.

#### **COMMENTS OF THE MAYOR**

Mayor Wythe had no comment.

#### **COMMENTS OF THE CITY COUNCIL**

Councilmember Lewis thanked Bryan for bringing up the resolution on prayer, even though he didn't support it. At the last meeting he talked about the success of the soccer teams, but

forgot to mention that the track teams took first at State. Unfortunately the boys' soccer team lost due to one goal, but tied for third place. They made a great showing against the much larger Anchorage schools. He congratulated the softball team for taking third at State.

Councilmember Burgess thanked Bryan for the resolution on prayer. He appreciates the intention; we should always operate to serve the greater good. He mentioned the Kachemak Shellfish Growers Co-op on the Spit and offered kudos to them. They taught themselves to grow oysters in a pH environment with a very little budget. They can turn out enough oysters to service the state, creating more jobs. Not only are the oysters good tasting, it is good economic development.

Councilmember Roberts echoed Dave and Beau on the prayer resolution and thanked Dave for bringing the senior citizen ordinance forward. We have a lot of other nonprofits asking for funding. She attended the dedication of the water trail. It is a great addition to the community. The website includes a map of all the areas to recreate: [www.kachemakbaywatertrail.org](http://www.kachemakbaywatertrail.org)

Councilmember Zak thanked Council for considering the request for prayer before each meeting. He suggested a moment of silence for the senior center as they move forward with this natural gas conversion.

Councilmembers Howard and Van Dyke had no comment.

## ADJOURNMENT

There being no further business to come before the Council, Mayor Wythe adjourned the meeting at 7:56 p.m. The next Regular Meeting is Monday, June 23, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

---

JO JOHNSON, MMC, CITY CLERK

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



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the Mayor

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 14-100

TO: HOMER CITY COUNCIL  
FROM: MARY E. WYTHER, MAYOR  
DATE: JUNE 16, 2014  
SUBJECT: REAPPOINTMENT OF TOM BOS TO THE HOMER ADVISORY PLANNING COMMISSION

---

Tom Bos is reappointed to the Planning Commission with a term to expire July 1, 2017.

### RECOMMENDATION:

Confirm the reappointment of Tom Bos to the Planning Commission.

Fiscal Note: N/A





Wj

June 5, 2014

Mayor Wythe,

I would like to be reappointed to the Planning Commission for another term.

Thank you,

A handwritten signature in cursive script, appearing to read "Tom A. Bos". The signature is written in black ink and is positioned to the right of the typed name "Tom Bos".

Tom Bos





# City of Homer

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(p) 907-235-3130

(f) 907-235-3143

## Memorandum 14-101

TO: HOMER CITY COUNCIL  
FROM: MARY E. WYTHER, MAYOR  
DATE: JUNE 16, 2014  
SUBJECT: RECOMMENDATION FOR THE APPOINTMENT OF FRANCO VENUTI TO THE  
KENAI PENINSULA BOROUGH PLANNING COMMISSION

---

Rick Foster, City of Homer's representative on the Kenai Peninsula Borough Planning Commission, has submitted his notice of resignation effective July 31, 2014.

Appointments to the Kenai Peninsula Borough Planning Commission are made by the Borough Mayor. Commission members from a first class city are selected by the Borough Mayor from a list of recommendations made by City Council.

Advertisement was made for the Borough Planning Commission seat to represent the City of Homer.

Franco Venuti has expressed his desire to serve on the Kenai Peninsula Borough Planning Commission. Mr. Venuti has served on the Homer Advisory Planning Commission since 2010 and is currently the chair of the commission. He has an extensive background in construction to include building codes, construction inspection, and fire and safety management on new and existing structures.

I recommend the appointment of Franco Venuti as the City of Homer representative on the Kenai Peninsula Borough Planning Commission with a term to expire July 31, 2016.

### RECOMMENDATION:

Confirm the recommendation for appointment of Franco Venuti as the City of Homer representative on the Kenai Peninsula Borough Planning Commission with a term to expire July 31, 2016.

Fiscal Note: N/A



Franco Venuti, Box 3652, Homer, Alaska 99603  
Telephone (907) 235-7480 or mobile 399-1550

JUN - 6 2014



June, 5, 2014

Mayor Mary Beth Wythe  
P.O. Box 1822  
Homer, Alaska 99603

Dear Mayor Wythe,

This purpose of this correspondence is to formally request that I be appointed to fill the position as the Homer representative on the Kenai Borough Planning Commission.

Respectfully submitted,



Franco Venuti  
[fcvenuti@gmail.com](mailto:fcvenuti@gmail.com)


Franco Venuti  
Box # 3652  
Homer, Alaska 99603  
(907) 235-7480 or 399-1550  
[fcvenuti@gmail.com](mailto:fcvenuti@gmail.com)

### **Bio**

I have worked in Alaska as a licensed contractor, construction project manager, journeyman carpenter and fee inspector since 1978. This experience has given me a realistic view of the management and budget processes involved in all types of new construction and renovation, as well as property maintenance and facility repair projects. I understand construction-funding procedures; job cost analysis, project quality control and job crew management, fire and safety management (OSHA), commercial & residential code compliance as well as new and existing building inspection, evaluation and appraisal. I am a certified ICC Combination Dwelling Inspector (ICC #865284-55). In addition, I am a member of the Alaska FHA/HUD construction compliance fee inspector panel (Insp.#730), and am a HUD certified 203k Renovation Consultant (# S0127). I am State of Alaska registered inspector #30. I also serve as a construction compliance inspector for the Veterans Administration on the Kenai Peninsula (Insp.#1004). My responsibilities in these positions involve performing plan reviews as well as on-site inspections of new and existing properties on Alaska's lower and central Kenai Peninsula in order to assure compliance with the mandated parameters and minimum property standards of these programs. These credentials also permit me to perform all necessary inspections required to meet the criteria of the Alaska Housing Finance Corporation standards for new, and existing construction projects underwritten by that state agency. I understand and use word processing, spreadsheet and data management and GIS programs and am Windows, Mac and Internet computer literate. I am well organized, and know how to communicate effectively with others. I enjoy challenges, helping others and solving problems.

### **Affiliations**

- \* Certified member of the International Code Conference
- \* Member of the International Association of Plumbing and Mechanical Officials.
- \* Served two terms as a member of the City of Homer Public Library Advisory Board.
- \* Served two terms as a member of the Homer Boys & Girls Club Advisory Board.
- \* Member of the Homer Chamber of Commerce, Board of Directors ~ 2003-2009
- \* Chair Homer Chamber of Commerce Building committee ~ 03-09
- \* Chair Homer Chamber of Commerce Community Clean-Up Day committee ~ 03-09
- \* Chair Homer Chamber of Commerce Scholarship committee ~ 03-09
- \* Member Homer Chamber of Commerce Finance committee ~ 03-09
- \* City of Homer Planning Commission ~ 2010 ~ currently serve as chairman

RECEIVED  
JUN - 3 2014  
City of Homer, Alaska  


June 3, 2014

P.O. Box 123  
Homer, AK 99603

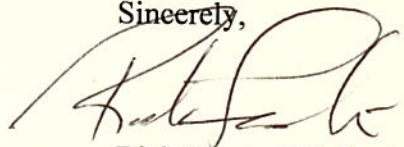
Dear Mayor Whythe and,  
City Clerk, Jo Johnson:

Revision of May 29, 2014 Letter of Resignation

I am moving my residence out of Homer city limits and therefore must offer my resignation as the City of Homer's representative on the Kenai Peninsula Borough Planning Commission. I wish to amend this action to be effective on July 31, 2014. This should allow you time to identify my replacement and for he or she to be appointed at the Assembly meeting on that date.

Thank you for allowing me to serve the City's best interest. I hope to be appointed to the Kachemak Bay seat on the KPBPC in the future. If so appointed, know that I would continue my energy and support of the City's Comprehensive Plan and to the spirit of its Code.

Sincerely,



Rick (Frederick) Foster

MAY 29 2014



May 29, 2014

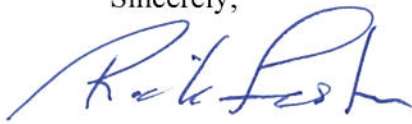
P.O. Box 123  
Homer, AK 99603

Dear Mayor Whythe and,  
City Clerk, Jo Johnson:

I am moving my residence out of Homer city limits and therefore must offer my resignation as the City of Homer's representative on the Kenai Peninsula Borough Planning Commission. I wish this action to be effective on July 1, 2014. This should allow you time to identify my replacement and for he or she to be appointed at the Assembly meeting on that date.

Thank you for allowing me to serve the City's best interest. I hope to be appointed to the Kachemak Bay seat on the KPBPC in the future. If so appointed, know that I would continue my energy and support of the City's Comprehensive Plan and to the spirit of its Code.

Sincerely,



Rick (Frederick) Foster

May 29, 2014



**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-30**

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Grant From the U.S. Fish and Wildlife Service In the Amount of \$110,000 for Reconstruction of a Section of the Beluga Slough Trail, and Providing an In-Kind Match in the Form of Design, Permitting, and Project Management Services, Having a Total Value of \$25,000.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 23, 2014 Introduction
  - a. USFWS Grant Agreement No. 70181AG029



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Public Works Director

5 ORDINANCE 14-30

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 ACCEPTING AND APPROPRIATING A GRANT FROM THE U.S  
9 FISH AND WILDLIFE SERVICE (USFWS) IN THE AMOUNT OF  
10 \$110,000 FOR RECONSTRUCTION OF A SECTION OF THE  
11 BELUGA SLOUGH TRAIL, AND PROVIDING AN IN-KIND MATCH  
12 IN THE FORM OF DESIGN, PERMITTING, AND PROJECT  
13 MANAGEMENT SERVICES, HAVING A TOTAL VALUE OF  
14 \$25,000.

15  
16 WHEREAS, The City of Homer accepted a grant from the U.S. Fish and Wildlife Service  
17 (USFWS) in the amount of \$25,000 to match project funding from other sources to repair and  
18 replace sections of Beluga Slough Trail (Grant Agreement No. 70181AG029); and

19  
20 WHEREAS, Construction is now complete and the new trail was recently dedicated at a  
21 formal ceremony; and

22  
23 WHEREAS, One section of the trail that needs replacement was excluded from the  
24 project due in large part to funding limitations; and

25  
26 WHEREAS, USFWS recently informed the City that it had identified unspent funds from  
27 a program budget that could be used for this purpose and inquired whether the City was  
28 interested in accepting a grant and taking responsibility for project management; and

29  
30 WHEREAS, The City Administration has proposed accepting the grant and providing an  
31 "in-kind" match in the form of design, permitting, and project management services.

32  
33 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

34  
35 Section 1. The Homer City Council hereby accepts and appropriates a grant from the  
36 U.S. Fish and Wildlife Service in the amount of \$110,000 for reconstruction of a section of the  
37 Beluga Slough Trail, and authorizes the City Manager to execute the appropriate documents,  
38 as follows:

| <u>Account</u> | <u>Description</u>               | <u>Amount</u> |
|----------------|----------------------------------|---------------|
|                | Beluga Slough Trail Improvements | \$110,000     |

Section 2. The City Council approves and appropriates a local match to be provided in the form of design, permitting, and construction management services, some of which is cash and some 'in-kind'; the total value of which is estimated to be \$25,000, as follows:

| <u>Account</u> | <u>Description</u>                         | <u>Amount</u> |
|----------------|--|---------------|
| HART/TRAILS    | Cash / Surveying and Design                | \$15,000      |
|                | In-Kind /Project Management and Inspection | \$10,000      |

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF HOMER

\_\_\_\_\_  
MARY E. WYTHE, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

77 First Reading:

78 Public Reading:

79 Second Reading:

80 Effective Date:

81

82

83 Reviewed and approved as to form:

84

85

86

87 \_\_\_\_\_  
Walt Wrede, City Manager

88

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

90

91


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


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



U. S. Fish and Wildlife Service  
 FINANCIAL ASSISTANCE AWARD

PAGE 1 OF 6 PAGES

| 1 AGREEMENT NO<br>70181AG029   |                        | 2 MODIFICATION NO           |   | 3 TYPE OF AWARD (Check one)<br><input checked="" type="checkbox"/> GRANT AGREEMENT<br><input type="checkbox"/> COOPERATIVE AGREEMENT |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
|--|------------------------|-----------------------------|---|--|-------------------------------|--|-------|-------|-----------------|----------|----------|---------------------|---|---|------------------|----------|----------|-----------------|------------------------|--|
| 4 FWS CONTRACTING OFFICER<br>Richard Primmer, Contracting Specialist<br>USFWS, CGS (MS-171)<br>1011 E Tudor Road<br>Anchorage, Alaska 99503-6199<br>Ph: 907-786-3611<br>Fx: 907-786-3923<br>e-mail: rich_primmer@fws.gov   |                        |                             | 5 AWARD RECIPIENT<br>The City of Homer<br>3575 Heath Street<br>Homer, AK 99603<br>(907) 235-3170<br>FAX (907) 235-3145  |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 6 FWS PROGRAM OFFICER<br>Mike Edwards<br>Kenai Fish & Wildlife Field Office<br>43655 Kalifornsky Beach Road<br>Soldotna AK 99669 (907) 260-0125<br>907 262-7145 fax<br>mike_edwards@fws.gov  |                        |                             | 7 RECIPIENT'S PROJECT MANAGER<br>Carey Meyer P.E.<br>The City of Homer Public Works Department<br>3575 Heath Street<br>Homer, AK 99603<br>(907) 235-3170<br>FAX (907) 235-3145<br>cmeyer@ci.homer.ak.us   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 8 PROGRAM STATUTORY AUTHORITY<br>Fish and Wildlife Coordination Act 16 USC 661 to 666C   |                        |                             | 9 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)<br>No.: 15.631 (Partners for Fish and Wildlife Program)   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 10 DUNS:<br>040171563  |                        | EIN/TIN:<br>92-0030963      |   | 11 PROJECT PERIOD<br>Date of last signature plus 2 years   |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 12. TYPE OF RECIPIENT<br><input checked="" type="checkbox"/> LOCAL GOVERNMENT  |                        |                             | 13. FUNDING INFORMATION   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
|  |                        |                             | <table border="1"> <thead> <tr> <th></th> <th>USFWS</th> <th>MATCH</th> </tr> </thead> <tbody> <tr> <td>This obligation</td> <td>\$25,000</td> <td>\$30,000</td> </tr> <tr> <td>Previous obligation</td> <td>-</td> <td>-</td> </tr> <tr> <td>Total obligation</td> <td>\$25,000</td> <td>\$30,000</td> </tr> <tr> <td>Accounting data</td> <td colspan="2">73110-1121-0000 ABC W4</td> </tr> </tbody> </table> |  |                               |  | USFWS | MATCH | This obligation | \$25,000 | \$30,000 | Previous obligation | - | - | Total obligation | \$25,000 | \$30,000 | Accounting data | 73110-1121-0000 ABC W4 |  |
|  | USFWS                  | MATCH                       |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| This obligation  | \$25,000               | \$30,000                    |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| Previous obligation  | -                      | -                           |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| Total obligation   | \$25,000               | \$30,000                    |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| Accounting data  | 73110-1121-0000 ABC W4 |                             |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 14 PROVISIONS (Keep the most appropriate provision and delete all the rest along with this statement)<br>Government recipients (including Tribal Govt's) and subrecipients are subject to subparts C, D, and E of 43 CFR 12, Cost Principles 2CFR 225 and OMB Circular A-133.  |                        |                             |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 15 PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES <b>City of Homer Beluga Slough Trail Project</b><br>The proposed project will restore habitat and provide environmentally responsible visitor access to Beluga Slough by replacing 1050 feet of pre-engineered surface supported trail with 850 of new elevated trail and 200 feet of gravel trail. PFW funds will be used to install an additional 60-70 feet of elevated trail. |                        |                             |   |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 16a. NAME AND TITLE OF SIGNER (Type or print)<br>Walt Wrede, City Manager  |                        |                             | 17a. NAME AND TITLE OF FWS OFFICIAL (Type or print)<br>G. Edwards, DRO  |  |                               |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |
| 16b. RECIPIENT<br><br>(Authorized Signature)  |                        | 16c. DATE SIGNED<br>8/18/10 | 17b. U. S. FISH AND WILDLIFE SERVICE<br>BY <u>IS/ GARY EDWARDS</u><br>(Signature of FWS Official)   |  | 17c. DATE SIGNED<br>3 Sept 10 |  |       |       |                 |          |          |                     |   |   |                  |          |          |                 |                        |  |

Contractual Sufficiency:  
  
 Rich Primmer, FWS-7-P569  
 Federal Assistance Specialist  
 Division of Contracting and General Services

**Project and Financial Reporting Addendum**

Grantee: **The City of Homer**  
Project Title: **City of Homer Beluga Slough Trail Project**  
Agreement No.: **70181AG029**  
KFWFO DCN: **73110APA059**

**Project Reporting (Cite FWS #70181AG029 on all correspondence):**

Progress reports shall be e-mailed to the Program Officer on an annual basis and will be due by December 31 of each calendar year for the life of this agreement. A final project report will be forwarded to the Program Officer no later than 90 days following project completion. In general, progress reports should: (1) summarize the activities conducted and the accomplishments achieved during the reporting period, (2) describe any problems or issues that may prevent achievement of the goals, objectives and outcome measures stated in the Grant Agreement and (3) include other pertinent programmatic and budget information (e.g. changes in personnel working on the project or deviations from the original budget). *Please see item 5 under Payment Provisions for specific information regarding Final Payment.*

**Financial Status Reporting:**

1. No later than 90 days after each 12 month term of this agreement (i.e. annually) the Recipient shall submit to the Service Program Officer a Financial Status Report using Standard Form 425 (SF-425). In order to conform to standard interim reporting end dates, the first annual Financial Status Report reporting period end date shall be July 1, 2011.
2. Additionally, a final financial status report (SF425) shall be submitted no later than 90 days after completion of this federal assistance award to the Service Program Officer.
3. Non-federal cost share (actual or in-kind) is to be reflected on the SF-425 reports
4. In accordance with Department of the Interior Policy, delinquent submittal of SF-425 reports may result in invoices being returned unpaid, suspension, or termination of this award.

**Payment Provisions**

1. Upon acceptance of the terms and conditions of this agreement, the recipient may submit in the mail a requests for payment, on a Standard Form 270, Request for Advance or Reimbursement, no more frequently than monthly. In accordance with the Debt Collection Improvement Act of 1996, all Federal Payments made after January 1, 1999, must be made by Electronic Funds Transfer "EFT", unless a waiver is submitted and subsequently approved by the Service. If an approved waiver is not



on file in the Service's computer system, the EFT banking information must be on record, or the invoice will be returned to the cooperator as payment cannot be made.

2. The original and two copies of **each invoice/payment request (SF-270) shall be submitted to the Service Program Officer listed in block 6 above** for review and recommendation for payment and disbursement. In accordance with U.S. Treasury regulations, payments will be made within 30 calendar days after receipt and approval of a proper invoice.
3. Should the recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or unallowable in accordance with applicable codified references (2CFR Parts 215 and 220, Cost Principles for Educational Institutions; 2CFR 225, Cost Principles for State, Local, and Tribal Governments; 2CFR 230, Cost Principals for Nonprofit Organizations; 48 CFR 31.2 cost principles for commercial organizations (and for individual recipients) and also the advanced, but unexpended, portion of any funds shall be refunded.
4. This agreement is intended to support a particular project for a specific period of time. Any portion of funds not expended at the completion of the period of performance of this agreement shall be returned to the Service, along with any interest earned on that amount over and above \$250 per year.
5. **FINAL PAYMENT:** A Final invoice/payment request (SF-270) shall be submitted to the Service Program Officer listed in block 6 above for approval. Prior to approval and processing of the final payment by the Service, all required reports and financial status reports must be received and approved by the Service Program Officer. Failure to provide the required documents will delay the processing of the final payment request.

**CCR requirement:**

Grantee organizations are required to obtain a DUNS number when completing grant paperwork before returning it to the Service for processing. Contact Dun and Bradstreet at the dedicated toll-free DUNS number request line at 1-866-705-5711 or online <https://eupdate.dnb.com/requestoptions/government/ccrreg/>

Register that specific DUNS number in the "Business Partnership Network / Central Contractor Registry" (CCR) and confirm accuracy of registry information annually thereafter. Visit <http://www.ccr.gov> and click on "Register in CCR" FWS does not administer the CCR database. Please direct all questions to the CCR Assistance Center at 1-888-227-2423. The bank account you enter into CCR for the DUNS number you provide is what will be utilized by the Service for payment under this award.

Active registrant status in CCR must be maintained for the entire lifespan of this grant award.

## **RESPONSIBILITIES**

### **A. The USFWS shall:**

1. Contribute \$25,000 to the City of Homer to carry out the objectives of this agreement. The City of Homer will be reimbursed for direct and indirect expenses upon receipt and approval of invoices to the Service
2. Provide technical assistance in the design of the project.
3. Administer the transfer of funds to the City of Homer, and monitor successful project implementation.
4. Provide a single point of contact to the project. That person is Mike Edwards, Kenai Fish and Wildlife Field Office, 43655 Kalifornsky Beach Rd, Soldotna, Alaska 99669, phone 907/262-0150; FAX 907/262-7145. The Service will notify the Homer SWCD via formal modification to the agreement of any changes to the Service's project manager

### **B. The City of Homer shall:**

1. Ensure the project has all required permits prior to initiating the project.
2. Conduct activities as described above in the project description.
3. Comply with written progress, financial, and contractual reporting requirements.
4. Ensure that both the Service Project Officer receives notification immediately if this project is delayed for any reason.
5. Provide the USFWS an annual status report on projects completed

**PROJECT TITLE:** Beluga Slough Trail Reconstruction To Restore Wetlands

**PROJECT CONTACT**

Contact Name: Carey Meyer, Director  
Address: City of Homer Department of Public Works  
3575 Heath Street  
Telephone Number: (907) 435-3124  
Fax Number: (907) 235-3145  
Email Address: cmeyer@ci.homer.ak.us

**PROJECT LOCATION**

Trail construction will occur along Beluga Slough, located in the coastal zone within the City of Homer, Alaska (Latitude 59° 38' 21.63" N, Longitude 151 0 32 17.55"W).

**PROJECT DURATION**

One year.

**ESTIMATED COST**

| <b>Spending Estimate (\$)</b> |               |               |               |               |
|-------------------------------|---------------|---------------|---------------|---------------|
| <b>TOTAL</b>                  | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> | <b>Year 4</b> |
| \$488,116                     | \$448,116     | #             | #             | #             |

| <b>Funding per Allocation Year of CIAP (\$)</b> |              |              |              |              |
|---|--------------|--------------|--------------|--------------|
| <b>TOTAL</b>                                    | <b>FY 07</b> | <b>FY 08</b> | <b>FY 09</b> | <b>FY 10</b> |
| \$488,116                                       | 0            | 0            | 0            | \$488,116    |

**PROJECT DESCRIPTION**

The proposed project will restore habitat and provide environmentally responsible visitor access to Beluga Slough by replacing 1050 feet of pre-engineered surface supported trail with 850 of new elevated trail and 200 feet of gravel trail. The existing trail through wetlands immediately adjacent to the Beluga Slough (critical wildlife habitat) has damaged the wetlands and impedes surface water movement. Construction of the elevated portion of the proposed trail (pier supported trail with surface grating) will allow for the restoration of the damaged wetlands by not impeding sunlight and surface drainage under and immediately adjacent to the trail corridor. The short section of gravel trail (constructed within City right-of-way) will provide access to an existing major storm drain outfall as well as provide for trail access. The outfall is located in wetlands and requires large construction equipment to enter the wetlands to complete long-term maintenance. The proposed short section of gravel trail will provide a pad from which construction equipment can complete outfall maintenance without damaging wetlands or impacting critical Beluga Slough wildlife habitat.



Figure 1 -- Deteriorated Trail Damaging Wetlands



Figure 2 – Existing Trail Along Slough

The original Beluga Slough trail material, installed in 1997, was designed to float with the tide. However, it does not work properly, and instead over the years has become mired in the mud, interfering with the natural flow of water and destroying the plant life that once existed where the trail is now. In the summer of 2006, the U.S. Fish and Wildlife Service Alaska Maritime Refuge (Refuge) removed 162 feet of the plastic trail. Until it is replaced, trail users are forced to walk through an often muddy area to reach the remaining constructed trail. There is a natural tendency for trail users to try to sidestep wet areas, thus widening the path and disturbing more vegetation as a result. The new trail will be constructed as an 8-foot wide elevated walkway built on a foundation of helical piers, which are specifically designed for use in wetlands and other environmentally sensitive areas. (The galvanized steel anchors are engineered to transfer projected loads to bearing-capable strata below weak soils, and eliminate the need for treated wood pilings that can leach toxins.) The trail surface will be grated galvanized steel that will allow light and precipitation to pass to the ground below, thus encouraging restoration of native saltwater marsh plants.

The City of Homer is collaborating with the Refuge on the trail reconstruction project and the Refuge has engaged in discussions with the City about trail design and routing and will provide in-kind support to remove remaining plastic trail segments. The Kenai Peninsula Borough has pledged \$66,562 in financial support. The Homer City Council has authorized the expenditure of \$30,000 to complete the design of the trail project. The City of Homer Public Works Department will provide bidding assistance, construction inspection and contract administration.

#### **MEASUREABLE GOALS AND OBJECTIVES**

- Remove existing surface-supported plastic trail - 680 feet.
- Complete 1070 feet of new trail, allowing regrowth of vegetation under existing plastic trail.
- Improvement of wetland wildlife habitat; reduces degradation and protects water quality

**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-31**

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Budget by Appropriating \$84,000 From the Homer Accelerated Roads and Trails Fund (HART) for a Traffic Calming Pilot Project in Old Town.

Sponsor: Van Dyke/Howard

1. City Council Regular Meeting June 23, 2014 Introduction
  - a. Old Town Traffic Calming Cost Estimate
  - b. Email from Old Town Neighbors



1 CITY OF HOMER  
2 HOMER, ALASKA

3 Van Dyke/Howard

4 ORDINANCE 14-31

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 AMENDING THE FY 2014 BUDGET BY APPROPRIATING \$84,000  
8 FROM THE HOMER ACCELERATED ROADS AND TRAILS FUND  
9 (HART) FOR A TRAFFIC CALMING PILOT PROJECT IN OLD  
10 TOWN.

11  
12 WHEREAS, The Old Town Neighborhood Association has been working collaboratively  
13 on a number of neighborhood improvements including traffic calming and pedestrian safety;  
14 and

15 WHEREAS, The City Council approved a grant in the amount of \$90,000 in 2013 for trail  
16 improvements, cross walk striping, signage, narrowed driving lanes, a pedestrian/bike lane,  
17 and paving and striping at the Bishop's Beach parking lot; and

18  
19 WHEREAS, Much of that project has been completed but the neighborhood is still  
20 experiencing problems with speeding and pedestrian safety; and

21  
22 WHEREAS, The neighborhood has been working closely with City staff members on  
23 additional improvements that would enhance safety and it has proposed a pilot/  
24 demonstration project to evaluate different approaches to traffic calming in Homer that could  
25 be utilized in other neighborhoods; and

26  
27 WHEREAS, The proposed pilot project would take place in the interim while the  
28 planning staff and Planning Commission are developing a traffic calming program that would  
29 apply city-wide and it is anticipated that this project could provide useful information as that  
30 process moves forward; and

31  
32 WHEREAS, The Neighbors have proposed a pilot project that includes four speed  
33 humps, two speed bumps in the Bishop's Beach parking lot, rumble strips or flexible wands to  
34 delineate the pedestrian lane, and a solar powered speed awareness sign.

39 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
40

41 Section 1: The Homer City Council hereby amends the FY 2014 Operating Budget by  
42 appropriating \$84,000 from the HART Fund for a traffic calming pilot project in Old Town as  
43 follows:  
44

45 Expenditure:

| 46 <u>Account</u> | <u>Description</u>                 | <u>Amount</u>   |
|-------------------|------------------------------------|-----------------|
| 47 160-0774       | 4 Permanent Speed Humps            | \$60,000        |
| 48                | 14 Flexible Pedestrian Delineators | \$ 6,000        |
| 49                | 2 Temp. Parking Lot Speed Bumps    | \$ 8,000        |
| 50                | Solar Speed Awareness Signs        | \$10,000        |
| 51                |                                    |                 |
| 52                | <b>TOTAL PROJECT BUDGET</b>        | <b>\$84,000</b> |

53  
54 Section 2: This is a budget amendment ordinance, is not permanent in nature, and shall  
55 not be codified.  
56

57 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this \_\_\_\_ day of  
58 \_\_\_\_\_, 2014.  
59

60 CITY OF HOMER  
61

62  
63 \_\_\_\_\_  
64 MARY E. WYTHE, MAYOR  
65

66 ATTEST:  
67

68  
69 \_\_\_\_\_  
70 JO JOHNSON, MMC, CITY CLERK  
71

72  
73 AYES:

74 NOES:

75 ABSTAIN:

76 ABSENT:  
77



78 First Reading:  
79 Public Reading:  
80 Second Reading:  
81 Effective Date:

82  
83  
84

85 Reviewed and approved as to form:

86  
87

88 \_\_\_\_\_  
Walt Wrede, City Manager

89

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

91  
92

93

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

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



Old Town Traffic Calming  
 Cost Estimate

**Alternatives Evaluation**

| Speed Hump             | Quantity | Unit Cost | Cost     |
|------------------------|----------|-----------|----------|
| Permanent Hump         | 4        | \$12,500  | \$50,000 |
| Temporary Hump         | 4        | \$9,500   | \$38,000 |
| Temporary Table        | 4        | \$14,500  | \$58,000 |
| Centerline Delineators | 11       | \$300     | \$3,300  |
| Parking Lot Speed Bump | 2        | \$3,250   | \$6,500  |

|                                     | Capital Cost | Annual Maint | 10 yr Life Cost |
|-------------------------------------|--------------|--------------|-----------------|
| Project w/ permanent speed humps =  | \$59,800     | \$1,100      | \$69,700        |
| Project w/ temporary speed humps =  | \$47,800     | \$4,250      | \$86,050        |
| Project w/ temporary speed tables = | \$67,800     | \$5,250      | \$115,050       |

**Recommended Project**

**Three Speed Humps/Flexible Pedestrian Delineators/Parking Lot Bumps**

|                                 | Quantity | Unit Cost | Cost     |
|---------------------------------|----------|-----------|----------|
| Permanent Hump                  | 3        | \$12,500  | \$37,500 |
| Flexible Pedestrian Delineators | 14       | \$275     | \$3,850  |
| Parking Lot Speed Bump          | 2        | \$3,250   | \$6,500  |

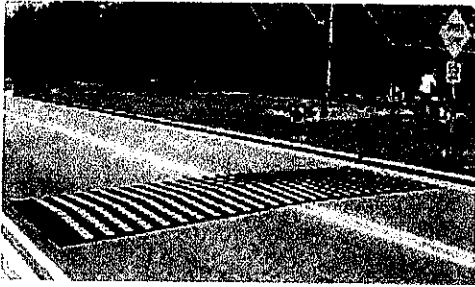
Project w/ permanent speed humps = \$47,850

**Permanent Speed Hump: Cost = \$12,500 ea**

The "Flat top" profile which is 22 feet long comprising two 6 foot long ramps and a 10 foot long top. Height varies from 3 inches to 4 1/2 inches.



**Temporary Speed Hump: Cost = \$9,500 to \$14,500 ea (installed)**

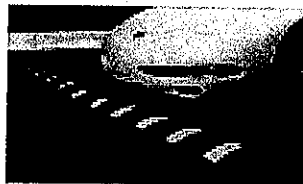


Speed Hump - \$2,250 (materials + shipping/install)

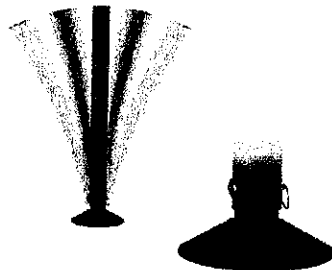


Speed Table - \$4,500 (materials + shipping/install)

**Parking Lot Speed Bump: Cost = \$3,250 ea (installed)**



**Centerline delineators (36" high): Cost = \$300 ea (installed)**  
**Road/Pedestrian delineators (28" high): Cost = \$275 ea (installed)**



## Walt Wrede

---

**From:** Mark Robl  
**Sent:** Wednesday, May 21, 2014 1:24 PM  
**To:** Walt Wrede  
**Cc:** Julie Engebretsen; Nick Poolos  
**Subject:** Old Town Price Quotes

Walt,

I managed to get some price quotes for options we talked about yesterday to help address some of the problems we have in Old Town.

First, a camera set-up with weather proof enclosure is right at \$5,000 a copy. These need to have power and a secure mounting location. We are assuming that we'll have a line of sight shot to Public Works from Bishops Beach. We should be able to tie the camera into the city network there and send it to wherever we decide to go with it. We have sent the information on the cameras to Nick so he can look at compatibility issues.

Speed awareness signs are designed to mount on a post of some type and ideally should be located ten feet above the ground. The signs simply show a driver what speed they are travelling at. The signs should have a posted speed limit sign mounted right below it. These signs are \$2895 each provided that regular household power is available at the mounting location. If not a solar upgrade option is another \$1759. These prices are plus shipping. All prices are plus installation.

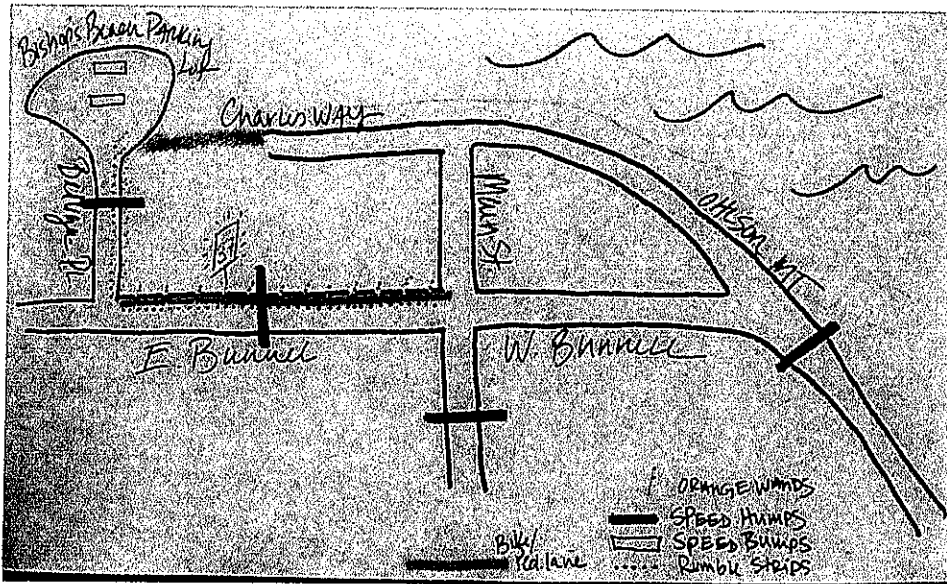
I will have our SMART cart, (speed monitoring awareness trailer), down on Bunnell tomorrow and we'll leave it there until Monday.

Mark



## Walt Wrede

**From:** Brianna Allen <brianna@bunnellarts.org>  
**Sent:** Tuesday, May 20, 2014 4:43 PM  
**To:** Walt Wrede  
**Cc:** Asia Freeman  
**Subject:** Revised letter from Old Town neighbors and a visual



Dear Walt, Carey, Mark and Bob,

Thank you for the support you've provided to improve Old Town walkability with the widened paved shoulder for pedestrians, crosswalk striping and increased signage.

Old Town Neighbors met two weeks ago to evaluate how these improvements are working. We also discussed our immediate priorities for improving neighborhood safety for pedestrians this summer and subsequently expressed them to Planning and Zoning. We met with the full support of that committee upon sharing our concerns.

As the lane striping wore off last winter, the widened road is enticing speeding traffic. There have been several near misses with people jumping into the ditch to avoid speeding vehicles. We are convinced someone could get hit any day. We are more than willing to pledge ourselves to Old Town safety. Here are our priorities:

(1) Install speed humps and bumps this summer. Old Town residents will put up with the noise of speed bumps for the added safety. Four *speed humps* are needed, one each on Main approaching Bunnell, one on Ohison at the corner of the Elks and condominiums, on East Bunnell, one on Beluga Place approaching the beach. We recognize the challenges the City faces in installing speed humps as both a financial commitment and a policy issue. Removable speed bumps are needed at the Bishop's Beach parking lot as the parking lot is that last surface people drive on before they hit the untamed beach highway.

(2) Install rumble strips, (3) a solar powered speed awareness sign and (4) delineating orange wands at the inner edge of the bike lane to clearly inform users and demarcate the existing pedestrian lane. The *suggested* speed limit signs are not working to slow traffic. In light of this and the existing pressures on Homer's police force, we want physical and semi permanent traffic calming incentives that are physical

objects, not dependent on police enforcement. We noticed what a tremendous difference it made last week to have the speed trailer in the neighborhood last week and are grateful for the temporary impact.

We'd like you to consider Old Town Neighborhood as a "test" site for traffic calming options that concern other neighborhoods. After all, Bunnell to Beluga is not a road that dead ends at Bishop's Beach. It is the entrance to an historic beach "highway" and drivers are just getting revved up as they approach it.

Thank you for your time and attention and all the hard work you've put into supporting our neighborhood efforts!

Sincerely,  
Old Town Neighbors  
Asia Freeman,  
Brianna Allen

Brianna M. Allen  
Old Town Development Coordinator  
Bunnell Street Arts Center



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Finance Director

5 RESOLUTION 14-070  
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL ACCEPTING  
8 THE 2013 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
9 WITH AUDIT AND FINANCIAL STATEMENTS AND  
10 ACKNOWLEDGING THE MANAGEMENT LETTER SUBMITTED  
11 BY THE CITY'S INDEPENDENT AUDITOR, BDO USA, LLP AND  
12 AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
13 FINANCIAL REPORT.  
14

15 WHEREAS, BDO USA, LLP conducted the annual audit, submitted the 2013  
16 Comprehensive Annual Financial Report with the audit and financial statements, and the  
17 management letter was delivered for review and distributed to the Mayor and City Council  
18 June 2014; and  
19

20 WHEREAS, BDO USA, LLP made a public presentation during the Committee of the  
21 Whole and the Regular Meeting of June 9, 2014.  
22

23 NOW, THEREFORE, BE IT RESOLVED by the City Council of Homer, Alaska, that the  
24 2013 Comprehensive Annual Financial Report with audit and financial statements is accepted  
25 and that the management letter is acknowledged as submitted by BDO USA, LLP, the City's  
26 independent auditor.  
27

28 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.  
29

30 CITY OF HOMER  
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34 \_\_\_\_\_  
35 MARY E. WYTHE, MAYOR

36 ATTEST:  
37

38  
39 \_\_\_\_\_  
40 JO JOHNSON, MMC, CITY CLERK  
41

42  
43 Fiscal Note: N/A



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Finance Director

5 RESOLUTION 14-071  
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL ELECTING TO  
8 PARTICIPATE IN THE AMLJIA LOSS CONTROL INCENTIVE  
9 PROGRAM FOR THE CITY OF HOMER FOR THE 2014-2015  
10 POLICY YEAR.  
11

12 WHEREAS, The City of Homer is a member of the Alaska Municipal League Joint  
13 Insurance Association (hereinafter "AMLJIA"); and  
14

15 WHEREAS, The AMLJIA provides comprehensive risk management assistance and  
16 provides workers' compensation, liability and property coverage for the City of Homer; and  
17

18 WHEREAS, The AMLJIA developed the Loss Control Incentive Program to help reduce  
19 member losses individually and pool wide; and  
20

21 WHEREAS, The AMLJIA provides all written program materials necessary, and offers  
22 assistance to participants; and  
23

24 WHEREAS, Pool members that participate in the Loss Control Incentive Program and  
25 complete the required activities, will have the opportunity to earn a discount on their  
26 contribution; and  
27

28 WHEREAS, It is the City of Homer's policy to provide a safe environment for its students,  
29 employees, citizens, and the visiting public; and  
30

31 WHEREAS, The Loss Control Incentive Program will enhance such an environment.  
32

33 NOW, THEREFORE, BE IT RESOLVED by the Homer City Council electing to participate  
34 in the AMLJIA Loss Control Incentive Program for the 2014-2015 policy year.  
35

36 PASSED AND ADOPTED by the City Council of Homer, Alaska, this 23<sup>rd</sup> day of June,  
37 2014.  
38

39 CITY OF HOMER  
40

41  
42  
43 \_\_\_\_\_  
44 MARY E. WYTHER, MAYOR

45

46

47 ATTEST:

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51

52 \_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

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54 Fiscal Note: Acct. No. 100-0100; Estimated \$10,000 discounted in 2014.

1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Public Works Director

5 RESOLUTION 14-072  
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AUTHORIZING THE CITY MANAGER TO SIGN A GRANT  
9 AGREEMENT WITH THE U.S. FISH AND WILDLIFE SERVICE  
10 (USFWS) FOR RECONSTRUCTION OF A SECTION OF THE  
11 BELUGA SLOUGH TRAIL.  
12

13 WHEREAS, The Homer City Council accepted a grant from the U.S. Fish and Wildlife  
14 Service (USFWS) to reconstruct large sections of the Beluga Slough Trail (Grant Agreement  
15 No. 70181AG029) and construction is now complete; and  
16

17 WHEREAS, One section of the trail that needs replacement was excluded from the  
18 project due in large part to a lack of available funding; and  
19

20 WHEREAS, Mayor Wythe and several Parks and Recreation Advisory Commission  
21 members have expressed disappointment that this section of the trail was not replaced  
22 because it is in disrepair and represents a safety hazard, especially in the winter; and  
23

24 WHEREAS, The City Engineer has provided USFWS with a cost estimate of \$110,000 to  
25 replace the remaining section of trail; and  
26

27 WHEREAS, The USFWS recently informed the City that it had identified unspent funds  
28 in a program budget that could be used for this purpose and inquired whether the City was  
29 interested in accepting the money and assuming responsibility for project management; and  
30

31 WHEREAS, The City administration has proposed accepting the grant and providing an  
32 "in-kind" local match consisting of design, permitting, and project management; and  
33

34 WHEREAS, USFWS has indicated that the funds must be obligated by June 30, 2014 or  
35 they will no longer be available for this project; and  
36

37 WHEREAS, It is necessary for the City Council to authorize the City Manager to sign a  
38 grant agreement in advance in order to obligate the funds because an ordinance accepting the  
39 grant and appropriating the funds could not be adopted until July 28, 2014; and  
40

41 WHEREAS, An ordinance accepting the grant and appropriating the funds is scheduled  
42 for introduction at the June 23<sup>rd</sup> council meeting, concurrent with this resolution.  
43

44 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby authorizes  
45 the City Manager to sign a grant agreement with the U.S. Fish and Wildlife Service for  
46 reconstruction of a portion of the Beluga Slough Trail.  
47

48 PASSED AND ADOPTED by the Homer City Council this \_\_\_\_ day of \_\_\_\_, 2014.  
49

50 CITY OF HOMER  
51

52  
53 \_\_\_\_\_  
54 MARY E. WYTHE, MAYOR  
55

56 ATTEST:  
57

58  
59 \_\_\_\_\_  
60 JO JOHNSON, MMC, CITY CLERK  
61

62 Fiscal Note: N/A  
63  
64

1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager

4 RESOLUTION 14-073  
5

6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 EXPRESSING ITS SUPPORT FOR THE KACHEMAK BAY  
8 RESEARCH RESERVE AND URGING THE GOVERNOR AND  
9 DEPARTMENT OF FISH AND GAME COMMISSIONER  
10 CAMPBELL TO HIRE AN INTERIM ON-SITE DIRECTOR AND  
11 EXPEDITE EFFORTS TO IDENTIFY A NEW STATE PARTNER.  
12

13 WHEREAS, During the last Legislative session, the Homer City Council unanimously  
14 adopted Resolution 14-30 expressing its support for the Kachemak Bay Research Reserve  
15 (KBRR) and requesting continued financial and administrative support from the State of  
16 Alaska; and  
17

18 WHEREAS, Resolution 14-030 described the substantial scientific, educational, and  
19 economic benefits that KBRR brings to the State of Alaska and the City of Homer; and  
20

21 WHEREAS, At the end of the Legislative session, a General Fund match for National  
22 Oceanic and Atmospheric Administration (NOAA) operations funding was restored in the  
23 Capital Budget which gave KBRR a one-year reprieve to find a new State partner and secure  
24 new matching funds; and  
25

26 WHEREAS, Without a new State partner and new matching funds, KBRR will lose  
27 approximately \$590,000 in NOAA operations funding; and  
28

29 WHEREAS, The loss of NOAA funding will jeopardize all KBRR project funding  
30 leveraged from other sources and its ability to secure new grants; a cascading sequence of  
31 events that will probably force KBRR to close its doors; and  
32

33 WHEREAS, KBRR would be a real asset to a new State partner because it brings  
34 additional funding, accomplished research staff, new research opportunities, established  
35 partnerships with universities, state and federal agencies, and NGOs, and research and  
36 educational facilities at the Islands and Ocean Visitor Center; located within the Kachemak Bay  
37 and Fox River State Critical Habitat Area and the Kachemak Bay National Estuarine Reserve;  
38 and

39 WHEREAS, The Alaska Department of Fish and Game (ADF&G), Sport Fish Division has  
40 served as the State partner and is taking the lead in finding a new State partner; and

41  
42 WHEREAS, Sport Fish Division staff are very busy with their own programs and budget  
43 constraints and may not able to devote the time and resources necessary to make this issue a  
44 top priority; and

45  
46 WHEREAS, A draft timeline of KBRR transition activities indicates that there are many  
47 complex and time consuming steps to be taken in the next year and that a new State partner  
48 needs to be identified as soon as possible in order for KBRR to achieve success and continue  
49 operations after this year; and

50  
51 WHEREAS, The Kachemak Bay Research Reserve Community Council has concluded  
52 that a qualified, on-site, interim director is needed whose job is to focus solely on the KBRR  
53 transition to a new state partnership.

54  
55 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby expresses its  
56 support for the Kachemak Bay Research Reserve and urges the Governor and Commissioner  
57 Campbell to hire a qualified, interim, on-site director and expedite efforts to identify a new  
58 State partner.

59  
60 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.

61  
62 CITY OF HOMER

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66 \_\_\_\_\_  
67 MARY E. WYTHE, MAYOR

68 ATTEST:  
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71 \_\_\_\_\_  
72 JO JOHNSON, MMC, CITY CLERK

73  
74  
75 Fiscal Note: N/A

76



1 CITY OF HOMER  
2 HOMER, ALASKA

Lewis

3  
4 RESOLUTION 14-030

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 EXPRESSING SUPPORT FOR THE KACHEMAK BAY RESEARCH  
8 RESERVE AND REQUESTING CONTINUED FINANCIAL AND  
9 ADMINISTRATIVE SUPPORT FROM THE STATE OF ALASKA.

10  
11 WHEREAS, The Kachemak Bay National Estuarine Research Reserve (KBNERR), also  
12 known locally as the Kachemak Bay Research Reserve (KBRR), or "Reserve" , is a federal-state  
13 collaborative partnership between the National Oceanic and Atmospheric Administration  
14 (NOAA) Coastal Office and the State of Alaska, Department of Fish and Game (ADF&G)  
15 Division of Sport Fish; and

16  
17 WHEREAS, KBRR was established in 1999 with strong support from the community;  
18 and

19 WHEREAS, The mission of KBRR is to enhance the understanding of the Kachemak Bay  
20 estuary and adjacent waters to ensure that these ecosystems remain healthy and productive;  
21 and

22 WHEREAS, KBRR has a local advisory council which stimulates a dialogue about local  
23 coastal issues of concern and provides a voice for the community on coastal matters; and

24  
25 WHEREAS, The "Reserve" has an annual operating budget of approximately \$2 Million,  
26 is a significant local employer, and attracts visiting professionals, grants, and related revenues  
27 and expenditures which circulate through the local economy; and

28  
29 WHEREAS, KBRR "partners" with local NGOs, universities, and state and federal  
30 agencies and these partnerships bring highly skilled professionals and cutting edge research to  
31 the community; and

32  
33 WHEREAS, KBRR has provided relevant research which has applied applications to the  
34 City of Homer including studies on coastal bluff erosion, sea level rise, and coastal uplift; and

35  
36 WHEREAS, KBRR is well positioned and has the resources to be a leader in climate  
37 change research; and

38 WHEREAS, The "Reserve" has an education program which reaches 3,500 people per  
39 year through public and K-13 programming and needs based training for decision makers; and  
40

41 WHEREAS, ADF&G is experiencing a period of sustained budget constraints associated  
42 with General Fund cuts, declining license revenues, and decreased federal grant funding at a  
43 time when operating costs continue to rise; and  
44

45 WHEREAS, ADF&G contributes 40% of the cost of the "Reserve", a non-federal match  
46 is required, and anticipated shortfalls in state funding will necessitate a reduction in the  
47 KBNERR budget; and  
48

49 WHEREAS, The state rental agreement and associated funding was a key component in  
50 securing the funding for construction of the Alaska Islands and Ocean Visitor Center and  
51 continued state funding is crucial for continued operation of a facility that hosts 75,000 visitors  
52 each year; and  
53

54 WHEREAS, The KBRR mission is much broader than the Division of Sport Fish's mission  
55 which is to "protect and improve the state's recreational fisheries resources"; and  
56


57 WHEREAS, For the reasons stated above, it is ADF&G's intent to seek a new state  
58 partner for the "Reserve" with a mission more closely related to coastal and estuarine  
59 stewardship.  
60

61 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council finds that the  
62 Kachemak Bay Research Reserve is an important component of the local economy and that it  
63 provides research and educational programs that are important to the community.  
64

65 BE IT FURTHER RESOLVED that the Council hereby requests that the State of Alaska  
66 proceed with its stated intent to find a new state partner for KBRR and further, that it provide  
67 adequate and stable funding necessary to sustain the operations of the "Reserve" so that it can  
68 continue to carry out its mission.  
69

70 PASSED AND ADOPTED by the Homer City Council this 10<sup>th</sup> day of February, 2014.  
71

72 CITY OF HOMER

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74   
75 MARY E. WYTHE, MAYOR

76 ATTEST:

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78

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80   
JO JOHNSON, MMC, CITY CLERK

81

82 Fiscal Note: N/A

83

84





## Walt Wrede

---

**From:** George Matz <geomatz@alaska.net>  
**Sent:** Friday, June 13, 2014 8:28 AM  
**To:** Department City Manager  
**Subject:** Fw: Urgent Request from KBRR Community Council  
**Attachments:** Final - Comm. Campbell letter from Council.docx; Council agenda\_June 4 2014.pdf; Draft Timeline of KB NERR Transition Activities\_6.12.14.ppt

Walt

Here is the letter I sent Comm. Campbell. Thanks for all your help.

George

**From:** [George Matz](#)  
**Sent:** Friday, June 13, 2014 7:22 AM  
**To:** [Jim Hornaday](#) ; [Bob Hartley](#) ; [Donna Robertson Aderhold](#) ; [Derek Bynagle](#) ; [Steve Lewis](#) ; [George Matz](#) ; [Charles Francis](#) ; [Michael V Opheim](#) ; [Ralph Broshe](#)  
**Cc:** [Ryan, Jessica A \(DFG\)](#) ; [Stacey Buckelew](#) ; [Doroff, Angela M \(DFG\)](#)  
**Subject:** Fw: Urgent Request from KBRR Community Council

**From:** [George Matz](#)  
**Sent:** Friday, June 13, 2014 7:06 AM  
**To:** [dfg.commissioner@alaska.gov](mailto:dfg.commissioner@alaska.gov)  
**Cc:** [Senator.Peter Micciche](#) ; [Paul Seaton](#)  
**Subject:** Urgent Request from KBRR Community Council

June 13, 2014

Commissioner Campbell  
Alaska Department of Fish and Game  
P.O. Box 115562  
1255 W. 8<sup>th</sup> Street  
Juneau, Alaska 99811

Dear Commissioner Campbell,

In the across-the-board budget cuts imposed by the House Finance Committee last session, the Sport Fish Division decided to eliminate the Kachemak Research Reserve (KBRR) GF match. We knew this would have a domino effect on continuing KBRR's operation. Without the match we would lose NOAA funding, which would in turn jeopardize project funding. It would have effectively closed KBRR's doors at the end of the fiscal year, impacting the operations of the popular and economically important Islands and Oceans Visitor Center. However, with the coordinated efforts of your department, this council, our legislators, and supporters throughout Southcentral Alaska, we were able to restore this funding in the Capital Budget.

Now that we have succeeded in getting a one year fiscal reprieve, we need to focus on arranging a new partner for KBRR. This is a daunting task that will require a full-time onsite manager for KBRR if it is going to be

completed within the year. Recognizing that a new partner might want to have a voice in filling this vacancy, a permanent hire may not be advisable at this time.

We think a qualified interim onsite manager would be a workable substitute. The sole duty of the interim manager would be to effectuate the partner transition. In terms of qualifications, this position will need to be filled by someone who has the background with the applicable state and federal agencies necessary to successfully develop collaborative opportunities as well as the authority to negotiate with peers.

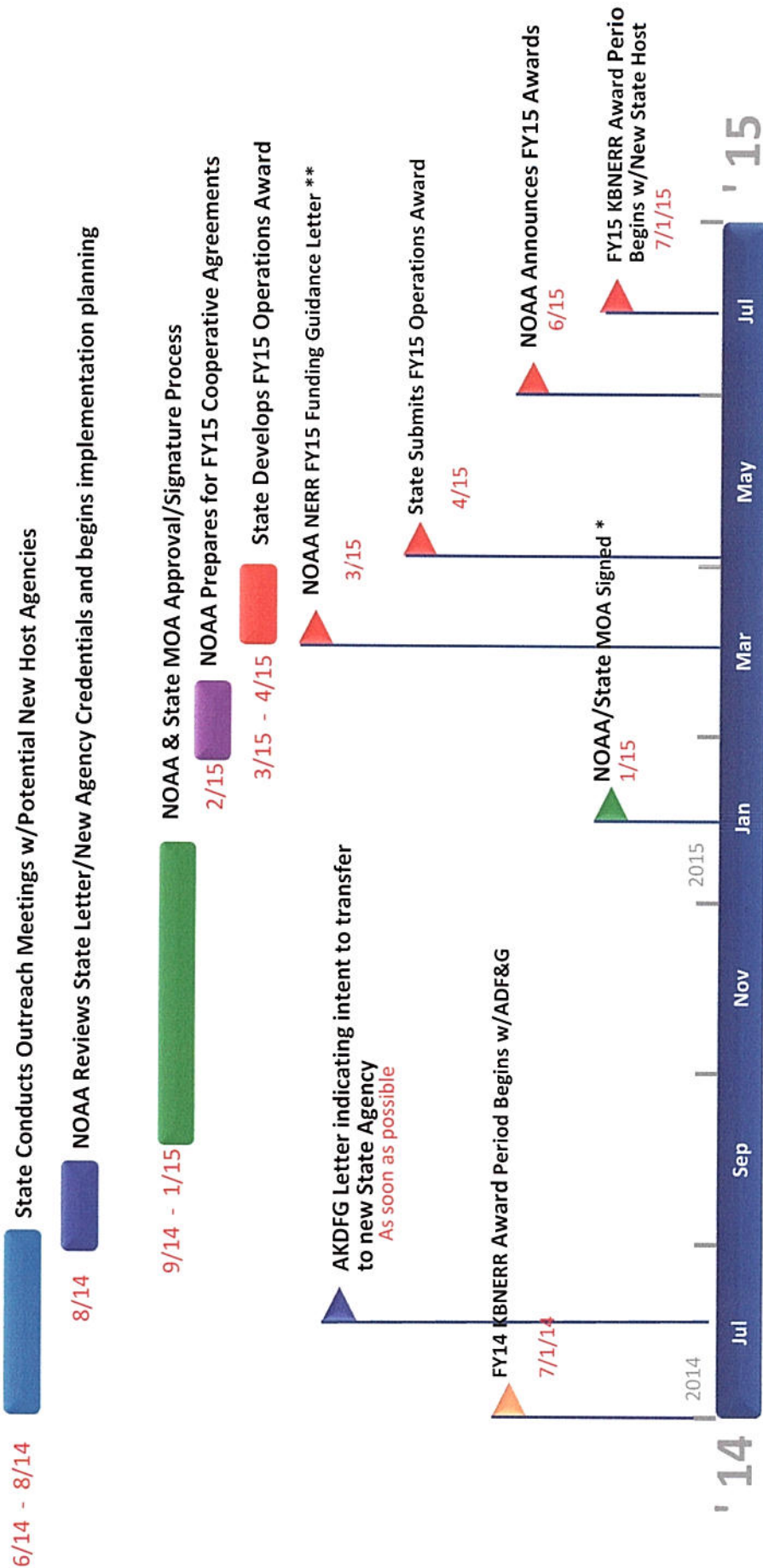
We know of individuals who may be available, but it would be premature to approach them without having some idea as to the specifics of an interim position. This information can only be provided by SFD, but we have been unsuccessful in our attempts to obtain it from them. It is obvious that no one perceives the urgency of our situation. Accordingly, we ask that you direct the SFD to make this a priority.

Given how long it will take to get all of the necessary approvals for a new partner, we do not believe there is much time left (see attachment). We need decisive action from you if an effective transition to an agency with an aligned mission can be possible.

We look forward to your reply and will help in any way we can. Attached in the Final file for this letter is further information on KBRR's programs.

Sincerely,  
George Matz, Chair  
KBRR Community Council

# Draft Timeline of KBNERR Transition Activities



\* Per CZMA Regulations 921.30 (a) 5 & 6, the signing of the MOA between NOAA and the new Alaska state host (as well as all other MOA's for Reserve management) is a critical step in the transition process and stage in which NOAA formally acknowledges the transition of state hosts. Adequate time should be allowed for the MOA(s) review and signature process, as it typically takes 3-4 months to be cleared through both NOAA and the state agency. A new MOA must be in place prior to NOAA developing the NERRS funding guidance letter.

\*\* Per CZMA Regulations, 15 CFR 921.32, NOAA must publish an annual funding guidance letter outlining the agencies to receive NERR operations awards which includes federal funds and matching funds required. Only reserves with an approved MOA between NOAA and the State host agency can be included within the funding letter.

# Kachemak Bay Community Council

Wednesday, June 4, 2014

12:00 pm – 3:00 pm

Islands and Ocean Visitor Center, Seminar Room, Homer

Teleconference: (800)315-6338, p.c. 99603

## ----- Agenda Topics -----

- |       |  |
|-------|--|
| 12:00 | Welcome and Introductions- <i>George Matz</i>  |
| 12:05 | Approval of Previous Meeting Minutes   |
| 12:10 | Quarterly Reports- <i>Angie, Jessica, Stacey</i>   |
| 12:20 | Update on KBRR by Management Team <ul style="list-style-type: none"><li>• Legislative action, capitol budget</li><li>• Partner meeting(s)</li><li>• Status of I&amp;O lease renewal</li><li>• Manager Position status</li></ul>  |
| 12:45 | Update from NERRS- <i>Erica Seiden</i>   |
| 1:00  | Update from City of Homer- <i>Walt Wrede</i>   |
| 1:30  | Break  |
| 1:45  | Council Role for FY15 Transition <ul style="list-style-type: none"><li>• Council vision for transition</li><li>• Communications with legislature</li><li>• Identifying alternate partners</li><li>• Council communication with prospective partners</li><li>• Appreciation to elected representatives</li><li>• NOAA Habitat Blueprint</li></ul> |
| 2:45  | Council and Public Comment   |
| 3:00  | Closing remarks, meeting adjourns  |



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Clerk/  
4 Library Advisory Board

5 RESOLUTION 14-074  
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL RENAMING  
8 AND DEDICATING THE ROTARY GARDEN AT THE HOMER  
9 PUBLIC LIBRARY TO THE PETER LARSON MEMORIAL ROTARY  
10 GARDEN.  
11

12 WHEREAS, City Council adopted the Parks and Recreation Policy Regarding Naming of  
13 Municipal Park and Recreation Facilities via Resolution 06-68 on June 12, 2006; and  
14

15 WHEREAS, The Library Advisory Board followed those policies and held a public  
16 hearing during their regular meeting of June 3, 2014 on the renaming and dedicating the  
17 Rotary Garden at the Public Library to the Peter Larson Memorial Rotary Garden; and  
18

19 WHEREAS, Peter Larson was instrumental in creating the garden and designed it as a  
20 community space of beauty and reflection; and  
21

22 WHEREAS, The Rotary Club of Homer-Kachemak Bay adopted the garden as one of its  
23 community service projects and Peter coordinated volunteers for weekly maintenance of the  
24 garden since its inception; and  
25

26 WHEREAS, The Board has found that renaming and dedicating the Rotary Garden at  
27 the library to the Peter Larson Memorial Rotary Garden is consistent with the Parks and  
28 Recreation Policy Regarding Naming of Municipal Park and Recreation Facilities.  
29

30 NOW, THEREFORE, BE IT RESOLVED by the Homer City Council that authorization is  
31 hereby given to rename and dedicate the Rotary Garden at the Homer Public Library to the  
32 Peter Larson Memorial Rotary Garden.  
33

34 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.  
35

36 CITY OF HOMER  
37

38  
39 \_\_\_\_\_  
40 MARY E. WYTHE, MAYOR  
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42  
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44

45 ATTEST:

46

47

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49 \_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

50

51 Fiscal Note: N/A



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

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Homer, Alaska 99603

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(f) 907-235-3143

## Memorandum 14-102

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: LIBRARY ADVISORY BOARD

THRU: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

DATE: JUNE 4, 2014

SUBJECT: RECOMMENDATION FOR APPROVAL TO DEDICATE AND RENAME A GARDEN  
LOCATED AT THE PUBLIC LIBRARY

---

### Background

Following is the excerpt from the June 3, 2014 regular meeting minutes on a request to dedicate and rename a garden at the Homer Public Library.

#### NEW BUSINESS

##### *B. Recommendation on a Request to Dedicate a Garden*

*Ms. Dixon provided some personal experience with Mr. Larson and the gardens.*

*Ms. Porter commented in favor of the request to rename the garden.*

*Chair Gordon inquired if she was ready to make a motion.*

*Mr. Strobel was not opposed to the request but asked what the Rotary was and why they were involved with City property. Ms. Krause provided a brief explanation on some things the Rotary does and is involved in. He also inquired if Mrs. Larson was a Rotarian and involved with the garden. Ms. Krause was not positive if she was a Rotarian but knew that she did work in the gardens too.*

**STROBEL/PORTER -MOVED TO APPROVE THE REQUEST TO RENAME AND DEDICATE THE ROTARY GARDEN AT THE HOMER PUBLIC LIBRARY TO THE PETER LARSON MEMORIAL ROTARY GARDEN.**

*There was a brief discussion.*

**VOTE. YES. STROBEL. PORTER, GORDON, SMITH**

*Motion carried.*

Recommendation: Approve the request to dedicate and rename the rotary garden at the Homer Public Library to the Peter Larson Memorial Rotary Garden.



Homer-Kachemak Bay  
**Rotary**



Club  
PO Box 377  
Homer, AK 99603

## MEMORANDUM

To: Library Advisory Board  
From: Homer-Kachemak Bay Rotary Club  
Date: May 28, 2014  
Re: Naming of Library Garden

In accordance with Resolution 06-68, the Rotary Club of Homer-Kachemak Bay proposes that the City of Homer name the garden currently maintained by the Homer-Kachemak Bay Rotary Club the ***Peter Larson Memorial Rotary Garden***.

Naming the garden after Peter Larson embodies the heritage and values of the community. Peter and Flo Larson instigated the creation of the garden and designed it as a community space of beauty and reflection (see photo). The Rotary Club of Homer-Kachemak Bay adopted the garden as one of its community service projects and Peter has coordinated volunteers for weekly maintenance of the garden since its inception. The club continues to maintain the garden and seeks to recognize Peter's efforts and vision of this space that belongs to the community of Homer.

The name ***Peter Larson Memorial Rotary Garden*** complies with City of Homer Resolution 06-68 in that it falls within the category of naming after deceased people. Peter Larson passed away on January 20, 2014. There is no other similarly named garden in the City of Homer, so the chosen name will not cause confusion. Finally, Peter Larson has made significant contributions to our community through exemplary and substantial effort dedicated to numerous community organizations, City and school libraries, and his career of service with the Kenai Peninsula Borough School District. His achievements are summarized in the attached 2014 Citation from the State of Alaska Legislature and January 22, 2014 Homer News article.

We, the members of the Homer-Kachemak Bay Rotary Club, encourage the Library Advisory Board to recommend that the City of Homer name the garden presently maintained by our club members the ***Peter Larson Memorial Rotary Garden***.

Contact: Heather Beggs, President or Marie McCarty, President-Elect  
kbayrotary@gmail.com 907-299-6543 (Heather)

## **\* PETER E. LARSON \***

The members of the Twenty-eighth Alaska State Legislature join family and friends in celebrating the life of Kenai Peninsula educator, administrator and community leader Peter E. Larson.

Peter Ellsworth Larson was born February 10, 1940, in Sioux Falls, South Dakota, to Pearl and Arnold Larson. After graduating from high school in Mandan, North Dakota, Peter received a bachelor of science in education from Dickinson State University. Following a year teaching at his high school alma mater, he served in the U.S. Air Force as a navigator/electronic warfare officer for six years and earned a commercial pilot's license later in life.

Peter married Florence Putnam, his wife of 45 years, in 1968. The couple moved to Alaska in 1969, first to Kenai, where Peter taught science and math at North Kenai Elementary School and Kenai Junior High School. Peter made an early mark as a leader throughout the Kenai Peninsula School District. He served as principal of Homer Middle School beginning in 1985 and retired from the district in 1990 after serving as assistant superintendent of instruction. His innovative approach to curriculum development inspired his colleagues to be visionary and collaborative in their path to education. Peter earned a doctorate in curriculum and instruction from the University of Oregon in Eugene, further benefiting the students of the Kenai Peninsula and Lower Kuskokwim school districts. He also served as staff at University of Alaska Fairbanks and as administrator in international schools in Indonesia, Singapore and Malaysia.

Peter dedicated significant time in service to his community through the Homer-Kachemak Bay Rotary Club, where he served in leadership positions at the club and district levels. He gave sage advice, musical talent, expert craftsmanship, and many other contributions to countless local organizations. His accomplishments also included raising two talented sons, Erik and Bjorn, of whom Peter was a proud mentor. In his "retirement," Peter could be found assisting Erik in homebuilding projects, or enjoying a slice of handcrafted pizza with his grandchildren at Bjorn's pizza place.

Peter's quiet service and calm guidance, always peppered with wit and humor, brought community-wide respect and admiration. Peter's leadership inspired greater service in all he touched, multiplying his impact in the Homer community.

Peter is survived by his wife, Flo Larson; mother, Pearl Larson; sons, Erik and Bjorn Larson; daughter-in-law, Sasha Raupp; grandsons, Phineaus and Ignatius; brothers, David and Mark Larson; sisters, Karen Syvud and Susan Larson, and many nieces, nephews and exchange students.

The Twenty-eighth Alaska State Legislature honors the legacy of Peter Larson and his generous contributions to education and the history of Alaska. He will be missed.

---

MIKE CHENAULT  
SPEAKER OF THE HOUSE

---

CHARLIE HUGGINS  
PRESIDENT OF THE SENATE

---

REP. PAUL SEATON  
PRIME SPONSOR

---

SEN. PETER MICCICHE  
PRIME SPONSOR

Date: April 1, 2014

Cosponsors: Representatives Chenault, Costello, Drummond, Edgmon, Feige, Foster, Gara, Gaitis, Gruenberg, Guttenberg, Hawker, Herron, Holmes, Hughes, Isaacson, Johnson, Josephson, Kawasaki, Keller, Kito III, Kreiss-Tonkins, LeDoux, Lynn, Millett, Muñoz, Nageak, Neuman, Olson, Pruitt, Reinbold, Saddler, Stoltze, Tarr, Thompson, Tuck, P. Wilson, T. Wilson; Senators Huggins, Bishop, Coghill, Dunleavy, Dyson, Egan, Ellis, Fairclough, French, Gardner, Giessel, Hoffman, Kelly, McGuire, Meyer, Olson, Stedman, Stevens, Wielechowski

# Peter Larson remembered as true leader

Posted: January 22, 2014 - 6:04pm



Peter Larson

By MICHAEL ARMSTRONG

## STAFF WRITER

Teacher, principal, woodworker, musician and consummate volunteer: Peter Larson, a man everyone called a natural-born leader, died Monday afternoon at his Homer home. Surrounded by family and music, Larson, 73, died Jan. 20, Martin Luther King Jr. Day, of neuroendocrine carcinoid, a rare form of cancer. Larson had been diagnosed in May of 2013, and became sicker in December.

“His life was just so full,” his wife, Flo Larson, said. “He lived such a good life. He just left us too soon.”

Larson’s resume both professionally and in retirement shows the impact he had on Homer and the Kenai Peninsula. As a teacher, he taught science and math at North Kenai Elementary School and Kenai Junior High School. In the early 1970s, Larson ran the Kenai Peninsula Borough School District’s environmental education program.

He later coordinated the gifted program and was director of secondary education. He came to Homer in 1985 to be principal of Homer Middle School. He retired from the school district in 1990 after serving as assistant superintendent of instruction.

His work in the school district took him all over the peninsula, and he considered the peninsula his home, Flo Larson said.

“We always felt like Kenai was home, Soldotna was home, Seward was home, Homer was home,” she said.

It was in volunteer organizations that Larson made his mark. Whether Kachemak Bay Rotary, AFS, Hospice of Homer, the Center for Alaskan Coastal Studies or the Kenai Peninsula Choir, Larson jumped in with enthusiasm. He had been a past president of Rotary, was treasurer of AFS and at his death was president of Hospice of Homer.

“He was like a natural born leader,” Flo Larson said. “I just think it’s one of his natural gifts. We’d move somewhere, and the next thing he was president of this organization and that.”

Darlene Hilderbrand, executive director of Hospice of Homer, called him “an absolute pleasure to work with.”

“He seemed to be able to bring out the best in people,” she said. “It was through an inner strength and an inner kindness of the heart.”

Denice Clyne, a friend and fellow school administrator who met Larson in the early 1980s when they worked at the statewide level in curriculum reform and development, said Larson was “a visionary and always a teacher.”

In Rotary, while Larson served at the district level, he also didn’t shirk from getting his hands dirty. Larson helped weed the Rotary garden at the Homer Public Library, a special project for him, said fellow Rotarian Sharon Minsch.

“He was a perfect example of what Rotarians strive to do,” she said. “Peter lived by example, service above self.”

Heather Beggs, Kachemak Bay Rotary president, called him a major leader in the club.

“He was always a model for most of our club members,” she said. “He gently guided a lot of our decision making. He was a great mentor to me.”

“It’s a loss to our community and certainly to his family,” said another Rotary friend, Gary Thomas, “He touched a lot of people in a positive way.”

One of his Homer Middle School teachers, Brenda Dolma, remembered how as a principal Larson guided them in implementing a cross-curriculum approach to teaching. They developed an integrated program where teachers communicated together about students and coordinated teaching of subjects.

“Peter listened. Peter would ask and sincerely listen and help you to be your best educator, and allow you to use your skill set to the best of your ability,” Dolma said. “Peter provided me with the opportunity to be my best self, and supported me in my best teaching. I chose to stay in our community because Peter believed in me.”

Born Feb. 2, 1940, in Sioux Falls, S.D., Larson grew up in Mandan, N.D. All four grandparents were Norwegian immigrants, although his grandfather was adopted by Swedes and took the “-son” suffix of the Swedish spelling.

“He comes from a family of woodworkers and singers. They were all musical,” Flo Larson said. “He played a really wicked clarinet.”

In high school, he played center tackle on the football team and wrestled. Larson met Flo at Dickinson State University in North Dakota, but their paths strayed apart briefly. After graduating with a bachelor of science degree, Larson served in the U.S. Air Force, rising to the rank of captain, and was an electronic warfare navigator on B-52 nuclear bombers.



“That’s why he loved all the techy stuff,” Flo Larson said. “He loved to read and he loved technology. He loved the gadgets and the computers, the iPads and the iPhones.”

“I consider him always curious,” Clyne said. “If he saw a problem, he never brought it forth without having a well thought-out notion of how it might be solved. He never put his solutions out as the way to solve the problem. He did it invitationally.”

The Air Force wanted Larson to teach at the Air Force Academy. He got reacquainted with Flo while stationed at Minot Air Force Base, N.D., where they were married. They came to Alaska in 1969 shortly after their marriage, first to Kenai and then later to Homer in 1985.

After retiring from the school district in 1989, the Larsons went to the Jakarta International School in Indonesia, where Peter Larson was an administrator and Flo a teacher. They also worked at the Overseas Family School in Singapore and the International School in Kuantan, Malaysia. The Larsons also were active in AFS and Rotary exchange programs, serving as host parents to six AFS students from Chile, Indonesia, Japan, France and Italy and a Rotary student from Brazil. They were hosts to a teacher from Thailand on an AFS educational exchange program.

“There’s flowers and cards coming in from all over the world, because Pete had a global reach,” Flo Larson said.

Larson also worked in rural Alaska, and spent four years each winter at Hooper Bay in the Lower Kuskokwim School District helping students improve test scores.

Flo Larson said her husband was an administrator even in his dying. When he became ill at the end of 2013, Peter Larson did things like write down all the passwords to computer accounts. He wanted to spend one last Thanksgiving with grandchildren in Portland, but made sure Christmas decorations were up before he left. He even sent a letter to his Rotarians letting them know of his dying.

“Up to the very end he orchestrates all this,” Flo Larson said.

Clyne said Larson had a fabulous sense of humor, a quick wit and impeccable ethics. If he said he would do something, he did it, she said.

“I just consider him to be caring, compassionate, empathetic, visionary. He left a huge legacy for us,” Clyne said.

“He was really loved by so many in the community,” Hilderbrand said. “It’s that whole thing about you sow what you reap. He gave so much to the community, and the community loved him back.”

Larson was preceded in death by his father, Arnold Larson. He is survived by his mother, Pearl Larson of Dickinson, N.D.; his sisters, Karen Syvrud, of Kenai, and Susan Larson, of Bismarck, N.D.; brothers, David Larson, of Meridian, Idaho, and Mark Larson, Kenai; son, Erik Larson; son, Bjorn Larson, and daughter-in-law, Sasha Raupp; grandchildren, Finn and Ignatius Raupp-Larson; and many nieces and nephews.

No services are yet planned. Larson was cremated in a simple wooden casket his sons made for him just before his death.

*Michael Armstrong can be reached at michael.armstrong@homernews.com.*



CITY OF HOMER  
HOMER, ALASKA

City Manager  
Parks and Recreation Commission

RESOLUTION 06-68

A RESOLUTION OF THE CITY COUNCIL OF HOMER,  
ALASKA ESTABLISHING A PARKS AND RECREATION  
POLICY REGARDING NAMING OF MUNICIPAL PARK AND  
RECREATION FACILITIES.

WHEREAS, The Parks and Recreation Advisory Commission tasked staff to establish a policy for naming municipal facilities of the City of Homer.

NOW, THEREFORE BE IT RESOLVED, That the Homer City Council establishes the following Parks and Recreation Policy Regarding Naming of Municipal Park and Recreation Facilities:

PARKS AND RECREATION POLICY REGARDING NAMING OF  
MUNICIPAL PARK AND RECREATION FACILITIES

A. Names are a means of adding meaning, significance and uniformity to the facilities of the City of Homer, by developing names that embody the values and heritage of the local community. The naming process is intended to recognize that such facilities belong to the public and that the naming be in the public interest. Names of facilities are intended to remain unchanged for long periods of time and will be changed only after careful consideration of the public interest.

B. An attempt should be made to provide names for parks, recreation facilities, and other municipal facilities that aid in locating the properties. Accordingly, names should be for the following categories:

- Geographic influences, such as streets, schools or natural features;
- Descriptive attributes;
- Historical influences;
- Cultural influences;
- Deceased people;
- Living people or organizations.

C. Names should be chosen to avoid confusion such as caused by similarity of names:

D. Deceased or living person, or organization, whose name is proposed for a park, recreation property or city facility should be a person or organization who, through exemplary and substantial effort, has made a significant contribution to the community; and/or has made a substantial donation to acquisition or development of the property; and, except in extraordinary cases, who has not been honored by name associated with another public facility or place. Written verifiable background information regarding the proposed honoree shall be provided in support of the proposal.

E. In extraordinary circumstances and after careful consideration, names may be changed provided:

- 52 1. The name conforms to the above policies.
- 53 2. A public hearing is held.
- 54 3. The name is recommended for approval by a majority of the appropriate
- 55 Commission.
- 56 4. The name is approved by the City of Homer City Council.
- 57 5. The change is not contrary to terms related to the acquisition of the property.
- 58

59 F. Names for certain facilities, improvements or accessories or the inclusion of  
60 commemorative plaques for inscriptions may be approved by the City Council provided:

- 61 1. The facility is one of the following:
  - 62 a. Gardens
  - 63 b. Shelters
  - 64 c. Playgrounds
  - 65 d. Trees
  - 66 e. Parks
  - 67 f. Similar facilities, accessories or improvements as determined by the Council.
- 68 2. The name conforms to A-F above.
- 69 3. The proposal is supported by a majority vote of the Parks and Recreation Advisory

70 Commission.  
71 4. The item to be named is consistent with the overall facility plan and is installed in  
72 accordance with applicable standards and guidelines as to design, location, construction and  
73 maintenance.  
74

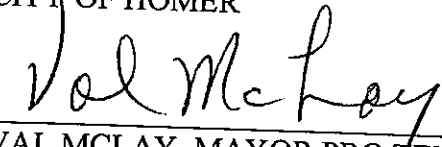
75 G. This policy is subject to review of the Homer City Council should there be a need for  
76 updating.  
77

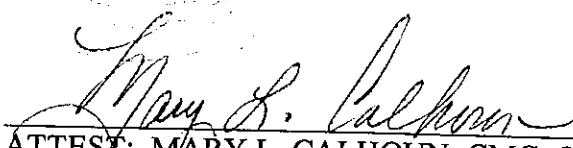
78 H. General Procedure. Applicants wanting to name a facility shall work with the Parks and  
79 Recreation Advisory Commission:

- 80 1. The name shall conform with the above policies.
- 81 2. The Parks and Recreation Advisory Commission will hold a public hearing.
- 82 3. The name will be recommended for approval by a majority of the Parks and  
83 Recreation Commission.
- 84 4. The matter will be forwarded to the City Council for a final decision.
- 85 5. The name will be adopted by Resolution.
- 86

87 PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 12<sup>th</sup> day of June,  
88 2006.

89 CITY OF HOMER

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91  
92  
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94 VAL MCLAY, MAYOR PRO TEMPORE

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98 ATTEST: MARY L. CALHOUN, CMC, CITY CLERK  
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100 Fiscal Note: NA

1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Clerk/  
4 Public Arts Committee

5 RESOLUTION 14-075  
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,  
8 ALASKA, APPROVING AND ACCEPTING THE DONATION  
9 FROM THE BUNNELL STREET ARTS CENTER OF A  
10 FANCIFUL LOON WINDSOCK SCULPTURE BY ALASKAN  
11 ARTIST RACHELLE DOWDY TO BE PLACED AT BISHOP'S  
12 BEACH PARK.  
13

14 WHEREAS, Bunnell Street Arts Center issued a Request for Proposals in conjunction  
15 with the Old Town Artist in Residency project for a new sculpture in Old Town; and  
16

17 WHEREAS, Representatives of Bunnell Street Arts Center selected Alaskan Artist  
18 Rachele Dowdy's art sculpture of a fanciful loon with a windsock to be placed at Bishop's Beach  
19 Park; and  
20

21 WHEREAS, Rachele Dowdy is a talented artist whose work is held in many public  
22 collections throughout the State of Alaska; her artwork is a fanciful loon sculpture with a  
23 windsock that provides an instant visual cue to the wind conditions; and  
24

25 WHEREAS, Bunnell Street Arts Center would like to donate the artwork to the City's art  
26 collection and has completed the required application for the donation; and  
27

28 WHEREAS, The Public Arts Committee has reviewed the request for donation to the  
29 City of Homer and recommended that the City Council approve and accept the donation and  
30 incorporate it into the Municipal Art Collection.  
31

32 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
33 approves and accepts the donation from the Bunnell Street Arts Center of a fanciful loon  
34 windsock sculpture by Alaskan Artist Rachele Dowdy to be placed at Bishop's Beach Park, and  
35 incorporates it into the City's artwork collection.  
36

37 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.  
38

39 CITY OF HOMER  
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44 \_\_\_\_\_  
45 MARY E. WYTHE, MAYOR

46 ATTEST:

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JO JOHNSON, MMC, CITY CLERK

52

53 Fiscal Note: N/A



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

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Homer, Alaska 99603

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## Memorandum 14-103

TO: MAYOR WYTHE AND CITY COUNCIL

FROM: PUBLIC ARTS COMMITTEE

THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: MAY 19, 2014

SUBJECT: ACCEPTANCE AND PLACEMENT OF TWO DONATIONS OF ART IN BISHOP'S BEACH PARK

---

### BACKGROUND

At the special meeting on May 13, 2014 the Public Arts Committee reviewed a presentation on two proposed donations of art for permanent placement in Bishop's Beach Park. Following is an excerpt from those minutes of the meeting and the subsequent motions recommending acceptance and placement.

### NEW BUSINESS

*B. Recommendation to City Council on Acceptance and Placement of Donations of Art by Rochelle Dowdy, Fanciful Loon Windsock Sculpture in Bishop's Beach Park and Lynn Naden, Marine Debris Sculpture of A Silver Salmon Attached to the Windscreen of the Pavilion at Bishop's Beach Park.*

*The committee addressed each donation separately.*

#### *1. Donation Application for Fanciful Loon Windsock Sculpture*

*Staff noted that all required paperwork was received.*

*PERSON/APLIN – MOVED TO RECOMMEND CITY COUNCIL ACCEPT THE ARTWORK DESCRIBED AS A FANCIFUL LOON WINDSOCK SCULPTURE BY ARTIST RACHELLE DOWDY INTO THE CITY OF HOMER MUNICIPAL ART COLLECTION WITH PLACEMENT IN BISHOP'S BEACH PARK.*

*Discussion on the prior support expressed by the committee, the Parks and Recreation Advisory Commission and City Council regarding the project and that this project was vetted by the Public Works Director and the Parks Maintenance Coordinator, a contract already executed by the Public Works Director Carey Meyer was duly noted. The city will install the sculpture and perform all future maintenance on the artwork.*

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

*Motion carried.*

*The Committee further agreed by consensus that the sculpture not be placed next to the boardwalk.*

*2. Donation Application for the Marine Debris Silver Salmon*

*PERSON/APLIN – MOVED TO RECOMMEND CITY COUNCIL ACCEPT THE ARTWORK DESCRIBED AS MARINE DEBRIS SCULPTURE OF A SILVER SALMON BY HOMER ARTIST LYNN NADEN INTO THE CITY OF HOMER MUNICIPAL ART COLLECTION WITH PLACEMENT ON THE WINDSCREEN OF THE PAVILION IN BISHOP’S BEACH PARK.*

*It was noted that placement on the windscreen would not aid in seeing the piece on approach but that it would be seen on the way back from the beach.*

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

*Motion carried.*

Recommendation: Approve the Recommendation to Accept the Donation of the Fanciful Loon Windssock Sculpture and the Marine Debris Silver Salmon into the City of Homer Municipal Art Collection and to add the Sculptures into the Park Maintenance Routine Maintenance Schedule as outlined in the donating documents.





## MUNICIPAL ART COLLECTION GIFT PROPOSAL APPLICATION

PLEASE TYPE OR PRINT CLEARLY AND MAKE YOUR RESPONSES COMPLETE AND THROUGH.

DATE 5/7/14 BRIANNA ALLEN  
 CONTACT PERSON Michael Walsh TITLE OLD TOWN Coordinator  
 ORGANIZATION IF APPLICABLE BUNNELL STREET ARTS CENTER  
 ADDRESS 106 WEST BUNNELL CITY HOMER STATE AK ZIP 99603  
 PHONE 235-2662 FAX \_\_\_\_\_ CELL 907 299 7403  
 EMAIL brianna@bunnellarts.org

TELL US WHY YOU WISH TO DONATE THIS ARTWORK TO THE CITY OF HOMER?

This work of art will be placed near Bishops Beach, in the park by the trail, site # 1 on Map. This sculpture will remind visitors that loons are a part of our community. The sculpture is made with humor and precision to detail.

PROPOSED ARTWORK

TITLE OF ARTWORK LOON Figure  
 ARTIST(S) NAME Racelle Dowdy  
 YEAR COMPLETED 2014 DIMENSIONS approx 6 feet tall - 12 feet with  
 MATERIALS USED TO CREATE ARTWORK concrete, ferro concrete windsock

PHYSICAL DESCRIPTION OF THE PROPOSED PIECE-

As indigenous species to this area, this sculpture will be of a Pacific loon standing upright holding a windsock on a pole

NARRATIVE DESCRIPTION OF THE PROPOSED ARTWORK - TELL US THE STORY BEHIND THE PIECE OR SIGNIFICANCE -

Pacific loons are viewable from Bishops Beach. This sculpture will stand on a ~~red~~ concrete pedestal holding a windsock reminding us of humor and the beauty of such a species. This sculpture is a site specific piece made for Bishops Beach, by a renowned Alaskan artist.

IS THE PROPOSED PIECE ONE OF A KIND? yes IS THE PIECE PART OF A SERIES, LIMITED OR OTHERWISE? NO  
IF SO, AN EDITION OF HOW MANY? \_\_\_\_\_ IS THE PIECE COMPLETED? NO IF NOT WHEN IS THE  
EXPECTED COMPLETION DATE? July 2014  
WHAT IS THE CURRENT CONDITION OF THE PIECE? in progress

PROPOSED SITE OR LOCATION

DO YOU HAVE A SITE(S) IN MIND FOR THE PLACEMENT OF THE ARTWORK? IF SO WHERE? Bishops Beach Part Site #1 (in attached map)

IS THIS A CITY OWNED PROPERTY IF NOT WHO OWNS THE PROPERTY? yes

WHAT IS THE RATIONALE FOR SELECTING THIS/THESE LOCATION(S)? It was a community committee decision

ARE YOU AWARE OF ANY PERMITS OR PERMISSIONS THAT MAY BE REQUIRED? The artist holds insurance

TECHNICAL SPECIFICATIONS

DESCRIBE HOW THE ARTWORK IS CONSTRUCTED OR MADE. PLEASE INCLUDE ANY DOCUMENTATION AT THE END OF THIS APPLICATION. ferro-concrete with a welded steel armature. Formed foam wrapped in multiple layers of latex and wire. concrete added to both sides.

HOW IS THE ARTWORK TO BE PROPERLY INSTALLED? on a concrete pedestal, made by the artist.

DOES THE PIECE REQUIRE ELECTRICITY, PLUMBING OR OTHER UTILITY HOOKUPS? NO

WHO WILL BE INSTALLING THE ARTWORK? The artist and staff at Runway

WHAT IS THE EXPECTED LIFETIME AND STAYING POWER OF THE MATERIALS USED IN CREATING THE PIECE? \_\_\_\_\_

~~25~~ 25 years

WHAT MAINTENANCE IS REQUIRED AND HOW OFTEN? wind sock replacement, once a year.

PLEASE IDENTIFY ANY SPECIFIC MAINTENANCE PROCEDURES AND OR EQUIPMENT AND THE ASSOCIATED COSTS: \_\_\_\_\_

none that we know of

WHAT PRECAUTIONS HAVE BEEN TAKEN TO GUARD AGAINST VANDALISM IF ANY? None

WHAT STEPS HAVE BEEN TAKEN TO ASSURE THIS PIECE WILL NOT PRESENT A SAFETY HAZARD? \_\_\_\_\_

BUDGET \$15,000

|                         |                 |
|-------------------------|-----------------|
| PROJECT MANAGEMENT FEES | \$ <u>1,000</u> |
| ARTIST'S FEES           | \$ <u>1,000</u> |
| PURCHASE PRICE          | \$ _____        |
| PERMITS                 | \$ _____        |
| STRUCTURAL ENGINEERING  | \$ <u>4,000</u> |
| SITE PREPARATION        | \$ _____        |
| OTHER COSTS NOT LISTED  | \$ <u>8,000</u> |

|                |                 |
|----------------|-----------------|
| INSURANCE      | \$ <u>500</u>   |
| UTILITY HOOKUP | \$ _____        |
| DELIVERY       | \$ _____        |
| INSTALLATION   | \$ <u>1,500</u> |
| SIGNAGE        | \$ _____        |
| RECOGNITION    | \$ _____        |

DESCRIPTION crating/transportation, install, documentation, trailer, material supply

DATE PIECE WAS LAST APPRAISED? \_\_\_\_\_

WHAT IS THE VALUE OF THE PIECE OR ESTIMATED MARKET VALUE IF NO APPRAISAL WAS DONE? \$10,000

TIMELINE

WHAT IS THE TIMELINE FOR THE COMPLETION OR INSTALLATION OF THE PIECE? IDENTIFY THE DIFFERENT STAGES AND

DATE GOALS TO PREPARE THE PIECE FOR DONATION Install late July when work of art is complete

**RESTRICTIONS**

ARE THERE ANY KNOWN COVENANTS, REQUIREMENTS OR RESTRICTIONS THAT COME WITH THE PIECE? \_\_\_\_\_  
*No*

WHAT EXPACTATIONS DO YOU HAVE FOR THE CITY OF HOMER IN ACCEPTING THIS ARTWORK? \_\_\_\_\_  
*None*

**COMMUNITY INVOLVEMENT**

WAS THERE ANY COMMUNITY OR USER INVOLVEMENT IN SELECTING THE RECOMMENDED LOCATION? \_\_\_\_\_  
*Worked with Carey Meyer*

PLEASE INCLUDE ANY LETTER(S) OF SUPPORT FOR THE PROJECT OR PROPOSED DONATION.

**APPLICANT MUST SUBMIT THE FOLLOWING SUPPORTING DOCUMENTATION WITH THIS APPLICATION.**

- AN RESUME OR BID FROM THE ARTIST WHO CREATED OR WILL CREATE THE ARTWORK.
- FIVE TO TEN IMAGES OF PAST WORK FROM THE ARTIST. THESE CAN BE PHOTOGRAPHS.
- THREE TO FIVE CLEAR IMAGES OF THE PROPOSED ARTWORK
- SCALE DRAWING/MODEL OF THE PROPOSED ARTWORK
- IF YOU HAVE A SITE(S) IN MIND PLEASE INCLUDE PHOTO AND DESCRIPTION OF THE SITE(S) AND A SCALED DRAWING OF THE PROPOSED ARTWORK IN THE RECOMMENDED LOCATION.
- A COPY OF A FORMAL APPRAISAL IF AVAILABLE
- TECHNICAL SPECIFICATIONS, MAINTENANCE MANUAL OR DRAWINGS/RECOMMENDATION FROM STRUCTURAL ENGINEER.

**APPLICATIONS ARE TO BE SUBMITTED TO:**

THE CITY OF HOMER  
CITY CLERKS OFFICE  
491 E. PIONEER AVENUE  
HOMER, AK 99603  
OR YOU MAY SUBMIT VIA FAX AT 907-235-3143 TO SUBMIT VIA EMAIL PLEASE SEND TO [clerk@cl.homer.ak.us](mailto:clerk@cl.homer.ak.us)  
IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT THE CLERK'S OFFICE AT 235-3130.

Rachelle Dowdy's artwork is primarily made up of sculptural images of birds and animal-human hybrids. Combining organic materials, such as wood and fibers, with concrete, industrial resins and recycled materials like nails, disc blades, scrap steel and wood. The combinations of images and materials address contemporary issues of life in the north, while putting a spin on popular Alaskan wildlife and motifs.

Rachelle was born in Fairbanks, Alaska in 1971.

She received a B.F.A in sculpture in 1996, from University of Alaska Fairbanks. She has also taught sculpture at the University of Alaska Fairbanks.

Dowdy was a recipient of a Rasmuson Foundation Fellowship and a Marie Walsh Sharpe Art Foundation Summer Seminar scholar.

She participated as an artist-in-residence at Denali National Park, University of Alaska Fairbanks, and Fairbanks North Star Borough School District.

Dowdy has exhibited throughout the state of Alaska, including ANC: International Gallery of Contemporary Art, Anchorage Museum of History and Art, Alaska Pacific University and OutNorth. FAI: The Annex, Well Street Art Company, Fairbanks Arts Association, and the University of Alaska's Museum of the North. She has also exhibited in Homer at Bunnell Street Gallery.

Rachelle Dowdy's work is held in many public collections, including the Anchorage Museum at Rasmuson Center, University of Alaska's Museum of the North, the state's Percent for Art Program, and the Municipality of Anchorage 1% for Art Program. Dowdy completed a private commission for the WILD Foundation: four life-sized ferro-concrete sculptures titled *Wilderness, Wildlands and People: A Partnership for the Public*, which was installed in downtown Anchorage and gifted to the City of Anchorage and the people of Alaska. In November 2009 at Ted Stevens International Airport her latest large-scale 1% for Art piece, *From Here to There and There to Here* was dedicated.

As one of the co-founders of SoNot, a coalition of six visual artists, she organized numerous exhibitions throughout Alaska, including a series of *One Night Art Stands* set in alternative venues. SoNot's final project was to curate *Double XX*, the first comprehensive look at contemporary women artists in

Alaska, exhibited in 2003 at the Fairbanks Arts Association Bear Gallery.  
Rachelle currently lives and works in Ester, Alaska.

#### **SOLO EXHIBITIONS**

2012 *Up North* Trunk Gallery, Los Angeles, CA  
2011 *juggernauts*, Bunnell St. Art Center, Homer, AK  
2011 *juggernauts*, The Annex Gallery, Ester, AK  
2011 *juggernauts*, Anchorage Museum of History and Art, Anchorage, AK  
2010 *New Works*, Well St. Art Co., Fairbanks, AK  
2007 *Baby Raven Attack*, The Annex Gallery, Ester, AK  
2006 *TransForm*, Bunnell St. Gallery, Homer, AK  
2006 *New Works*, Well St. Art Co., Fairbanks, AK  
2004 *Works From Studio 4215*, International Gallery of Contemporary Art, Anchorage, AK  
2003 *New Works*, Well St. Art Co., Fairbanks, AK  
2002 *Quirks and Idiosyncrasies*, Decker/Morris Gallery, Anchorage, AK  
2001 *New Works*, International Gallery of Contemporary Art, Anchorage, AK  
2000 *New Works*, Bunnell St. Gallery, Homer, AK  
2000 *Gatherings*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

#### **INVITATIONALS & GROUP EXHIBITION Selected**

2011 *Shared Space*, International Gallery of Contemporary Art, Anchorage, AK  
2009 *FREEZE*, Downtown Anchorage, AK  
2009 *Expanded Studio: Product*, International Gallery of Contemporary Art, Anchorage, AK  
2008 *From Beginning 2 End*, Anchorage Museum of History & Art, Anchorage, AK  
2007 *Salve*, International Out North Gallery, Anchorage, AK  
2006 *Out of the Box*, Bunnell St. Gallery, Home, AK  
2005 *Spot the Dog*, Anchorage Museum of History and Art, Anchorage, AK  
2005 *Defiant Objects*, Anchorage Museum of History and Art, Anchorage, AK  
2004 *Double XX*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK  
2004 *Grand Opening*, Center for Contemporary Art, Anchorage, AK  
2003 *Members Show*, International Gallery of Contemporary Art, Anchorage, AK  
2003 *Sculpture*, Decker/Morris Gallery, Anchorage, AK  
2002 *Lost and Found*, Anchorage Museum of History and Art, Anchorage, AK  
2002 *Inner Landscape*, Kenai Visitor Center, Kenai, AK  
2002 *Found and Assembled*, Alaska State Museum, Juneau, AK  
2001 *Letters Home*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK  
2001 *Letters Home*, International Gallery of Contemporary Art, Anchorage, AK  
2001 *Touchable Art Show*, International Gallery of Contemporary Art, Anchorage, AK  
2000 *Reflection of the Times*, Well St. Art Co., Fairbanks, AK

#### **JURIED EXHIBITIONS**

2010 *Object Runway*, International Gallery of Contemporary Art, Anchorage, AK

\*Final Five

2006 *Interior Artistians*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

2005 *Earth, Fire and Fiber*, Anchorage Museum of History and Art, Anchorage, AK

2002 *Patterns of Influence*, Bear Gallery, Fairbanks Arts Association, Fairbanks,

AK

\* Jurors Choice

2001 *Patterns of Influence*, Bear Gallery, Fairbanks Arts Association, Fairbanks,

AK

2000 *Patterns of Influence*, Bear Gallery, Fairbanks Arts Association, Fairbanks,

AK

2000 *Interior Artistians*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

\* 2<sup>nd</sup> place award

1999 *Patterns of Influence*, Bear Gallery, Fairbanks Arts Association, Fairbanks,

AK

1999 *Interior Artistians*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

1998 *Interior Artistians*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

\* honorable mention

1998 *64th Parallel*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

1995 *64th Parallel*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

#### **SoNoT EXHIBITION**

2004 *Double XX*, Bear Gallery, Fairbanks Arts Association, Fairbanks, AK

2002 *SoNot Anchorage II*, Alaska Pacific University, Anchorage, AK

2001 *Bizarre Bazaar*, SoNot One Night Stand, Fairbanks, AK

2001 *SoNot Anchorage*, Out North, Anchorage, AK

2001 *SoNot on the Road*, Tok Visitor Center, Tok, AK

2000 *Raw*, SoNoT, Fairbanks, AK

#### **COMMISSIONS**

2009 *From Here to There and There to Here*, Anchorage International Airport, Anchorage, AK

2006 *Wilderness, Wildlands and People*, Wild Foundation, Anchorage Museum, Anchorage, AK

2005 *Bohemian Waxwing Flock*, AK Psychiatric Institute, Anchorage, AK

1998 *Salmon*, Gallery Site 1280, Eugene, OR

1995 *inflorescence*, UAF Botanical Garden, 75th anniversary, Fairbanks, AK

#### **PROFESSIONAL EXPERIENCE selected**

2012-1999 *Artist in Residence*, Artist in the Schools Program, Fairbanks, AK

•North Pole High School •Salcha Elementary

•Anne Wehn Elementary •New Beginnings Charter School

•Tanana Middle School \*"Teaching Artist" Certified  
2011-1998 *Juror*, Fairbanks International Ice Art Competition, Fairbanks, AK  
2004 *Juror of Feature Films*, Anchorage Film Festival, Anchorage, AK  
2004 *Artist in Residence*, Denali National Parks and Preserve, Denali, AK  
2003 *Juror*, 1st Annual Ink Fest, Anchorage, AK  
2001-1997 *Wood Carving, Sculpture, Earth Art Instructor*, UAF Summer Fine Arts Camp  
1999 *Sculpture Instructor*, Arts in the Parks, Fairbanks Arts Association  
1998 *Sculpture Instructor*, University of Alaska Fairbanks

#### EDUCATION

1996 University of Alaska Fairbanks B.F.A *Major: Sculpture Minor: Painting*  
1990 Lathrop High School Fairbanks, AK *Honor Society Award in Art*  
1998 Marie Walsh Sharpe Art Foundation\* Colorado Springs, CO  
\**Summer Seminar Program for H.S. Juniors, full scholarship*

#### ORGANIZATIONS & COMMITTEES

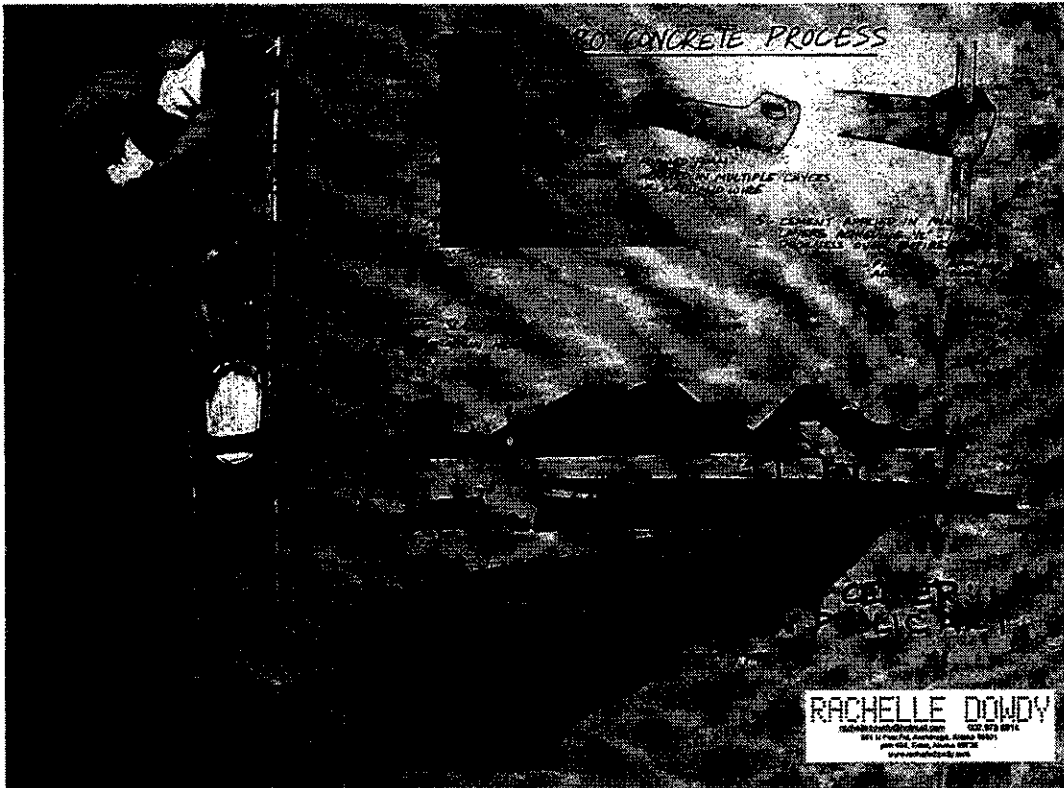
PRESENT-2003 Arts Advisory Panel, International Gallery of Contemporary Art, Anchorage, AK  
2000-2004 Founding Member, SoNot, Artist Coalition, Fairbanks, AK  
2003 Artist Selection Committee, Artist in the School Program, AK State Arts Council  
2001 Panelist, 1% for Art, Hunter Elementary, Fairbanks North Star School District  
1997-2001 Visual Art Committee, Fairbanks Arts Association, Fairbanks, AK

#### COLLECTIONS select

Anchorage Museum of History and Art Municipality of Anchorage  
State of Alaska 1% for Art Program Ted Stevens International Airport  
Alaska Psychiatric Institute Morris Thompson Cultural and Visitor Center  
Alaska Museum of the North Julie Decker & Michael Morris  
Ken Shack Jocelyn Young & Gil Dammond  
Sonya Kelliher-Combs & Shaun Combs Wanda Seamster & Mark Fryer  
Asia Freeman Michele Miller  
Greg Carr Buck and Agnes Walsky  
Nancy Burnham David Mollet  
Greg and Monica Lyall Donna Goldsmith  
Charlotte Fox Dagmar Phillips and Steven Haycox



# Proposed Project



# RACHELLE DOWDY

[rachedowdy@hotmail.com](mailto:rachedowdy@hotmail.com) 907.978.6814  
251 N Post Rd. Anchorage, Alaska 99501  
PO Box 404 Ester, Alaska 99725  
[www.rachedowdy.com](http://www.rachedowdy.com)

Bunnell Street Art Center: Old Town Public Art

Loon Figure- Piece Not Yet Titled

## Timeline:

Rigid Armature

1.5 weeks

Foam and Lath/Wire Secondary Armature

3 weeks

Concrete Application

3 days

Cure Time and Sanding

1.5 month

Finish and Paint

1 week

Install

1 week

10  
RACHELLE DOWDY

[rachelledowdy@hotmail.com](mailto:rachelledowdy@hotmail.com)

907.978.6914

251 N Post Rd. Anchorage, Alaska 99501

PO Box 404 Ester, Alaska 99725

[www.rachelledowdy.com](http://www.rachelledowdy.com)

Bunnell Street Art Center: Old Town Public Art

Loon Figure- Piece Not Yet Titled

**Description:**

Pacific Loons are indigenous to the area, but nonetheless it is a special experience to encounter these spectacular birds. Bishops Beach offers the unique opportunity for sharing these amazing spaces and moments.

The ferro-concrete loon figure will stand 8-9' in height. The concrete pedestal/pad will add 16-24" to the overall height. Affixed to an aluminum mounting plate and additionally supported through the sculpture's fist soars a commercial grade windsock on a 12' pole. This anthropomorphic sculpture is not only a reminder of our shared space, but the windsock gives us an instant visual cue too the immediate conditions we are about to immerse ourselves into.

**RACHELLE DOWDY**  
 rachelledowdy@hotmail.com 907.978.6914  
 251 N Post Rd. Anchorage, Alaska 99501  
 PO Box 404 Ester, Alaska 99725  
 www.rachelledowdy.com

Bunnell Street Art Center: Old Town Public Art

Loon Figure- Piece Not Yet Titled

Proposed Budget:

|   |                 |
|---|-----------------|
| Materials and Supplies, steel, concrete, aluminum, commercial wind sock and assembly and finishes | \$ 5,000        |
| Artist/Design Fee   | \$ 1,000        |
| Assistance  | --              |
| Studio and Office Cost  | --              |
| Production and Fabrication  | \$ 4,000        |
| Insurance   | \$ 500          |
| Tools:  | --              |
| Purchase  | --              |
| Rental  | --              |
| Crating and Shipping/Transport  | \$ 1,000        |
| Installation  | \$ 1,500        |
| Documentation Cost  | \$ 500          |
| Signage/Plaque  | \$ 500          |
| Engineer, Permitting Fees   | --              |
| Travel  | \$ 500          |
| Contingency   | \$ 500          |
| <b>Total:</b>   | <b>\$15,000</b> |
|   |                 |
|   |                 |

ART PRODUCTION CONTRACT WITH **Rachelle Dowdy**

In consideration of the mutual promises herein, **Bunnell Street Arts Center** and **The City of Homer** and **Rachelle Dowdy** agree as follows. This contract consists of:

- A. Part I, consisting of Special Provisions;
- B. Part II, consisting of General Provisions;

PART I

SPECIAL PROVISIONS

Section 1. Definitions.

In this contract:

- A. "Administrator" means the Staff of Bunnell
- B. Homer means the town of Homer, Alaska.
- C. "Artist" means **Rachelle Dowdy**.
- D. "Artwork" means the Artwork described in Part I,

Section 2 of this contract.

- E. "Jury" means the Art Selection Jury

Section 2. Scope of Performance.

A. The Artist shall design, execute and install a sculpture yet to be titled in the park at Bishops Beach in Old Town Homer Alaska. The 8ft to 9ft sculpture is of a Pacific Loon standing upright wearing a Hawaiian T-shirt, holding a metal pole 12 ft. in length, which contains a wind sock at the top of the pole.

B. The Artist's sculpture as approved by the Jury shall become the property of the city Homer.

C. The Artwork shall be installed in the park at Bishops Beach in Old Town Homer Alaska.

D. Within sixty (60) days of the acceptance of the Artwork by Bunnell, the Artist shall provide the Administrator with photographic documentation of the Artwork taken after installation. The documentation shall be of publication quality, satisfactory to the Administrator and shall consist of at least three (3) high quality digital photographs at 300 dpi, submitted on a disk and/or emailed.

- E. Prior to final acceptance of the Artwork by the

Administrator, the Artist shall restore the site of the Artwork to a condition at least as good as the Artist found it before installation.

Section 3. Time for Performance.

A. This contract becomes effective when signed on behalf of Bunnell.

B. The Artist shall complete performance of the work described in Section 2 above on or before July 31<sup>st</sup>, 2014.

C. In the event the Artist is unable to install the Artwork in the manner and at the time required by this contract because the site for the Artwork is not yet fully prepared or if the Artist is unable to complete performance by the specified date due to delays by supplier or fabricator, delays caused by Bunnell, or other events beyond the Artist's control, the parties agree that the Artist shall install the Artwork at a later date to be determined by the Administrator upon no less than thirty (30) days advance written notice. Bunnell shall provide such notice to the Artist within a reasonable time after the site is fully prepared for installation of the Artwork.

D. The Artist shall not be entitled to receive any additional compensation in the event that installation of the Artwork is delayed.

E. Completion of the work described in Section 2 above shall not affect the parties' other obligations under this contract, and all other portions of this contract shall continue to be in full force and effect.

Section 4. Compensation; Method of Payment.

A. Subject to the Artist's satisfactory performance, the total amount of compensation paid under this contract shall not exceed **fifteen thousand dollars (\$15,000.00)**, and Bunnell agrees to pay this sum to the Artist in full payment for the Artwork.

B. Upon receipt of an appropriate invoice for services and any documentation requested by the Administrator, Bunnell shall compensate the Artist in accordance with the following schedule:

1. Twenty-five percent (25%) upon execution of this

Contract.

2. Twenty-five (25%) upon commencement of work with proof to the satisfaction of Bunnell;
3. Twenty-five (25%) upon substantial completion of the artwork;
4. Twenty percent (25%) upon final acceptance of the fully finished and installed artwork and the required photographic and written documentation accepted by Bunnell. Final acceptance shall not be unreasonably withheld.

C. That portion of compensation retained by the Artist, whether for the Artist's design or labor or otherwise, shall be greater or smaller depending upon the portion of compensation the Artist pays out for materials and other costs; if materials and other costs are larger than anticipated, the Artist's ultimate share of the total compensation shall be proportionately smaller; if efficiencies and economies are realized and costs decrease, then the Artist's ultimate share of the total compensation shall be proportionately greater. Under no circumstance is the Artist entitled to total compensation in excess of the amount described in subsection A of this section. Neither is the Artist entitled to any compensation under this contract beyond the scope of Bunnell's express obligations under subsections A and B of this section.

D. The Artist is not entitled to any compensation under this contract, other than what is expressly provided for in this section.

Section 5. Termination of Artist's Services.

The Artist's services under Part I Section 2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Bunnell, provided that Bunnell notifies the Artist in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.
- C. For cause, by either party where the other party

fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of the intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within thirty (30) days after receiving the notice.

Section 6. Duties Upon Termination.

A. If Bunnell terminates the Artist's services for convenience Bunnell shall pay the Artist for her actual costs reasonably incurred in performing before the termination. Payment under this subsection shall not exceed the total compensation allowable under Part I Section 4. All finished and unfinished documents and materials prepared by the Artist under this contract shall become the property of Bunnell at its option.

B. If the Artist's services are terminated for cause, Bunnell shall pay the Artist the reasonable value of the services satisfactorily rendered prior to termination less any damages suffered by Bunnell because of the Artist's failure to perform satisfactorily. Any finished or unfinished documents or materials prepared by the Artist under this contract shall become the property of Bunnell at its option. Payment under this subsection shall not exceed ninety percent (90%) of the total compensation allowable under Part I Section 4.

C. If the Artist receives payments exceeding the amount to which he is entitled under subsection A or B of this section, she shall remit the excess to the Administrator within thirty (30) days of receiving written notice to do so.

D. The Artist shall not be entitled to compensation under this section until the Artist has delivered to the Administrator all documents, records, work product, materials, and equipment owned by Bunnell, related to this contract and requested by the Administrator.

E. If the Artist's services are terminated for whatever reason; the Artist shall not be entitled to any compensation under this contract other than that allowed by this section. For purposes of calculating any payment that may be due under either A



or B of this section:

1. Artist's design fees shall not exceed ten percent (10%) of the total compensation possible under Part I Section 4(A);
2. The Artist's time and the time of any assistants spent in working on this project shall be valued at no more than THIRTY-FIVE AND NO/100 DOLLARS (\$35.00) per hour.

F. Except as provided in this section, termination of the Artist's services under Part I Section 5 does not affect any other right or obligation of a party under this contract.

Section 7. Risk of Loss.

The Artist shall be responsible for care and protection of the Artwork until final acceptance by Bunnell and shall repair or restore any damage sustained by the Artwork prior to such final acceptance. Final acceptance of the Artwork shall be written, and risk of loss does not shift from Artist to the City of Homer until the Administrator issues final acceptance in writing.

Section 8. Insurance.

A. Insurance is not required until the delivery and installation of the Artwork on site. The Artist shall not commence work on site until all required insurance has been obtained and such insurance has been approved by Bunnell.

Section 9. Assignments.

This contract is personal in nature. Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Artist of his interest in any part of this contract or any delegation of duties under this contract shall be void, and any attempt by the Artist to assign any part of his interest or delegate duties under this contract shall give Bunnell the right immediately to terminate this contract without any liability for work performed.

Section 10. Ownership.

The City of Homer shall own the Artwork created by the Artist pursuant to this contract, provided, however, copyright in the Artwork, including the design, shall be owned by the Artist,

subject to the following restrictions:

A. If the relocation of the Artwork which may become necessary during the life of the Artist, The City of Homer shall, to the extent practicable, first consult the Artist.

B. The Artist shall not to recreate the Artwork for another person or organization.

C. Bunnell and/or The City of Homer may use the image of the Artwork for all standard gallery purposes including, but not limited to, displaying the work(s), lending the work(s), reproducing the work(s) by methods involving photographic, electronic and mechanical means, and displaying, distributing, selling and transmitting such reproductions or images to the general public. Reproductions and transmissions may be released through media such as catalogues, books, brochures, postcards, invitations, magazines, newspapers, journals, films, television, slides, negatives and prints. All reproductions shall bear copyright notice, as prescribed by the Copyright Law of the United States, which shall read as follows ©**Rachelle Dowdy**. The effective date of this non-exclusive license shall coincide with the date of ownership of the work(s) of art itself and does not transfer ownership of the copyright to the City of Homer.

D. The Artist shall be entitled to retain and utilize copies of the drawings and models, including photographs of the work, for her own exhibitions. The Artist shall further be entitled to reproduce such drawings, models and photographs for use in her portfolio and in books and publications about his work, and to exercise all other reproduction rights provided under the United States copyright laws, except as otherwise restricted by this contract.

Section 11. Notices.

Any notice required pertaining to the subject matter of this contract shall be either sent via facsimile (FAX) or mailed by prepaid first class registered or certified mail, return receipt requested, to the parties at the following addresses:

Homer: Bunnell Street Arts Center

106 West Bunnell Ave, Suite A  
Homer, AK 99603  
(907) 235-2662

Artist: Rachelle Dowdy  
251 North Post Road  
Anchorage, AK 99501  
(907) 978-6914

PART II  
GENERAL CONTRACT PROVISIONS

Section 1. Relationship of Parties.

The Artist shall perform her obligations hereunder as an independent contractor of Bunnell. Bunnell may administer the contract and monitor the Artist's compliance with its obligations hereunder. Bunnell shall not supervise or direct the Artist other than as provided in this section.

Section 3. Permits, Laws and Taxes.

The Artist shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to her performance under this contract. All actions taken by the Artist under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Artist shall pay all taxes pertaining to his performance under this contract.

Section 4. Nonwaiver.

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part, or the right of such party thereafter to enforce each and every provision hereof.

Section 5. Amendment.

A. This contract shall only be amended, modified, or changed in writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.

B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Artist: **Rachelle Dowdy**

Homer: **Bunnell Street Arts Center**

C. Any attempt to amend, modify, or change this contract

by either an unauthorized representative or unauthorized means shall be void.

Section 6. Jurisdiction; Choice of Law.

Any civil action arising from this contract shall be brought and maintained in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this contract.

Section 7. Severability.

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

Section 8. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Section 9. Guarantee.

The Artist guarantees the Artwork against any and all defects in materials, workmanship, or design for a period of one (1) year after final acceptance of the Artwork by Bunnell . Upon request of the Administrator, the Artist shall repair, alter or otherwise remedy any defect in the Artwork, which arises during the guarantee period at the sole expense of the Artist.

Section 10. Liability.

A. If the Artist uses subcontractors or other trades to aid her in the execution of this contract, the Artist shall be responsible for the payment of such work done by these subcontractors and shall secure evidence of payment by waiver of lien by these subcontractors. No third party rights arise by this agreement.

B. The Artist shall indemnify, defend, save, and hold Bunnell and the City of Homer harmless from any and all claims, lawsuits, or liability including attorney's fees and costs allegedly arising out of, in connection with, or incident to any

loss, damage or injury to persons or property occurring during the course of or as a result of the Artist's or any subcontractor's performance pursuant to this contract.

Section 11. Right to Inspect.

The Artist shall, at any time during normal business hours and as often as Bunnell may deem necessary, permit the Administrator to inspect the progress of the Artist's performance under this contract.

Section 12. Repair and Restoration.

A. City of Homer shall make reasonable efforts to maintain the Artwork in good repair at all times after final acceptance by Bunnell. Prior to any repair and restoration of the Artwork which may become necessary during the life of the Artist, Bunnell shall, to the extent practicable, first consult the Artist by sending a notice of such to her at her address.

B. If any damage, modification, change, or alteration occurs to the Artwork after it has been accepted by Bunnell and The City of HOmer then the Artwork shall no longer be represented to be the work of the Artist without her written consent.

Section 13. Availability of Funds. This contract is subject to the availability of funds lawfully appropriated for its performance. Bunnell represents that \$15,000.00 (\$15,000.00), has been appropriated for this project and is available for this purpose.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

\_\_\_\_\_  
Asia Freeman  
Executive Director Bunnell Street Arts Center  
Date: \_\_\_\_\_

\_\_\_\_\_  
Carey Meyer  
City of Homer, Director of Public Works  
Date: \_\_\_\_\_

\_\_\_\_\_  
Rachelle Dowdy

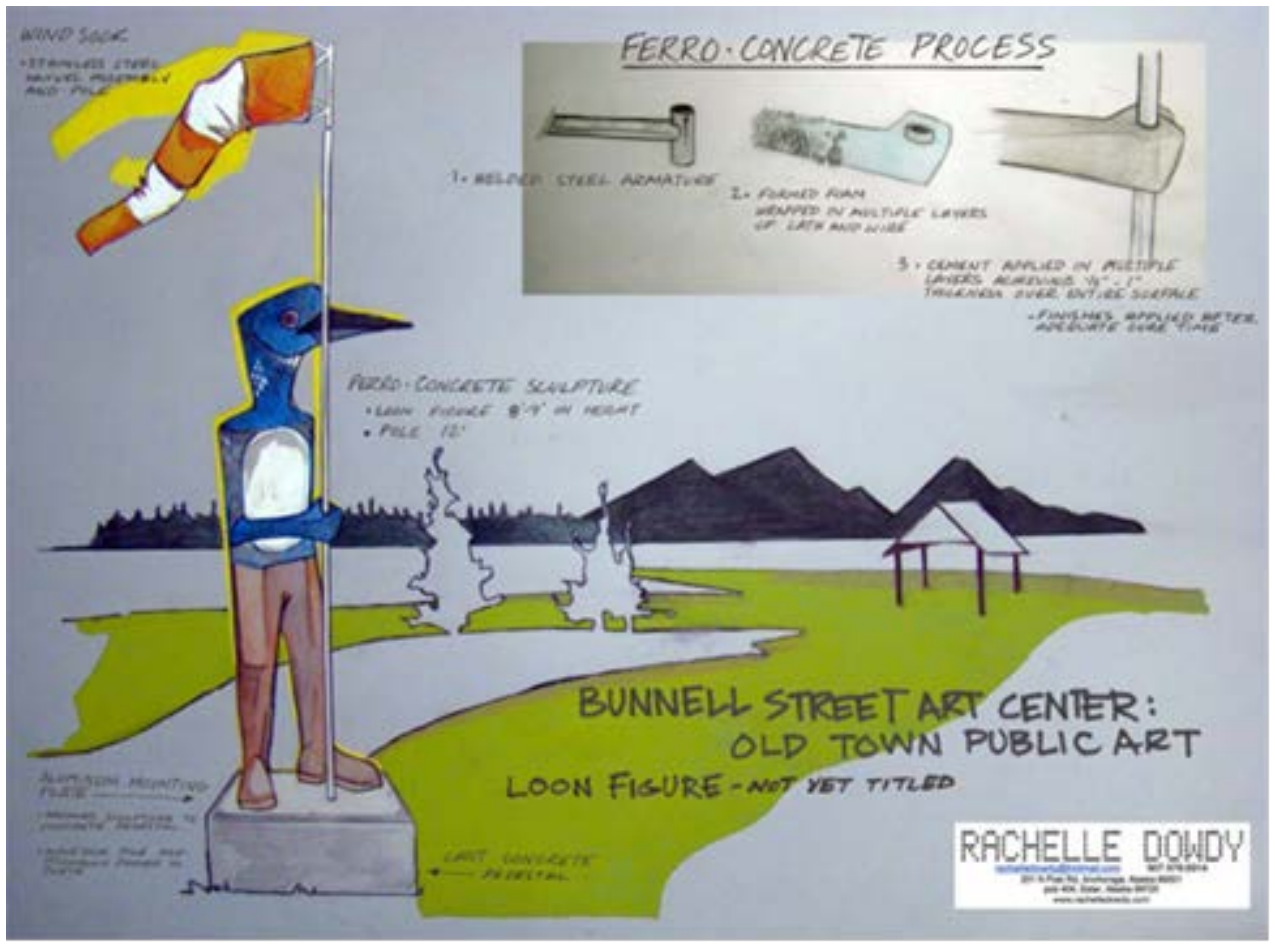
SS# \_\_\_\_\_  
DATE: \_\_\_\_\_

This is to certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation named in the foregoing instrument, acknowledged to me that (he/she, in his/her) official capacity, is authorized by the corporation to execute the foregoing instrument as the free act and deed of the said corporation for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for Alaska  
My Commission Expires: \_\_\_\_\_

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









# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3130

(f) 907-235-3143

## Memorandum

TO: WALT WREDE, CITY MANAGER  
CC: CAREY MEYER, PUBLIC WORKS DIRECTOR  
FROM: PUBLIC ARTS COMMITTEE  
THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I  
DATE: SEPTEMBER 17, 2013  
SUBJECT: PROPOSED REQUEST FOR PROPOSAL FOR OLD TOWN SCULPTURE

---

### BACKGROUND

At the Special Meeting on September 12, 2013 Brianna Allen with Old Town Artist in Residency project requested the Public Arts Committee support a recommendation to install a new sculpture in Old Town that they will be issuing a Request for Proposal. Additionally Ms. Allen requested that a member of the Public Arts Committee sit on the selection committee to review and select the proposed sculpture.

Ms. Allen stated that they already spoke to Public Works and have their support.

Below is the excerpt from the meeting synopsis:

### COMMENTS OF THE AUDIENCE

*Brianna Allen explained that the Old Town project has \$15,000 to invest in a public art sculpture and they are seeking the recommendation and support of the Public Arts Committee to allow them to do this project.*

*APLIN/NEWBY - MOVED THAT THE PUBLIC ARTS COMMITTEE SUPPORTS OLD TOWN ARTIST IN RESIDENCY PROGRAM'S INTENT TO ISSUE A REQUEST FOR PROPOSAL IN THE AMOUNT OF \$15,000 TO CREATE A PERMANENT SCULPTURE TO BE PLACED WITHIN OLD TOWN AREA OF HOMER.*

*There was a brief discussion.*

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

*Motion carried.*

*There was no further discussion.*

### RECOMMENDATION

APPROVE THE REQUEST TO ALLOW PUBLIC WORKS PERSONNEL TO INSTALL THE SCULPTURE AND ADD TO THE MAINTENANCE SCHEDULE AS REQUIRED.





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## Memorandum

TO: PUBLIC ARTS COMMITTEE

FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: MAY 7, 2014

SUBJECT: Recommendations to City Council on Acceptance and Placement of Art by Rachelle Dowdy, A Fanciful Loon Windssock Sculpture and Lynn Naden, A Marine Debris Sculpture of a Silver Salmon at Bishop's Beach Park.

---

Brianna Allen, Old Town Development Coordinator has requested the Public Arts Committee support and recommendation to City Council to accept the following into the City of Homer Municipal Art Collection and express support for placement at Bishop's Beach Park in the desired locations indicated on the applications.

The first donation proposal:

Partnering with the Center for Alaskan Coastal Studies, Lynn Naden is proposing to lead a community relief art sculpture that uses marine debris to form a silver salmon (50 x 159 ").

A sketch and the donation proposal follow this memorandum.

The request for placement is within Bishop's Beach Park attached to a windscreen on the picnic pavilion.

Brianna Allen has approached Angie Otteson, Public Works, Parks Maintenance who expressed support and approval of the placement of the proposed artwork.

The second donation proposal was presented to the committee at the September 2013 meeting as a concept and that the Old Town group would be advertising request for proposals no later than the first of the year. The Committee sent a memorandum to the City Manager in support of the concept and placement within Bishop's Beach Park.

Public Works personnel were invited to participate in the proposal review and selection process and expressed support for the placement of the sculpture in the Bishop's Beach Park at the desired location.

I have included that memorandum for your review.

After thorough review of our records it appeared that there was never a formal acceptance of the statue into the City of Homer Municipal Art Collection by the City Council. Accordingly with the Donation Proposal Process the organization must get the support and recommendation from the Public Arts Committee and any other department or commission that may have an interest in the donation.

The Parks and Recreation Advisory Commission will address this issue of placement at their regular meeting in June.

It will go before Council via Resolution at the last meeting in June for formal acceptance.

The artist, Rachelle Dowdy, is currently working on the sculpture referenced as A Fanciful Loon windsock sculpture by description only, that was commissioned by Old Town and is scheduled for completion and installation in July.

A sketch of the proposed sculpture is included and the executed agreement along with the Donation Proposal form.

#### STAFF RECOMMENDATION

Please review the Donation Proposal forms and make the recommendation to Council in the form of a Motion to accept the artwork into the collection. You can additionally express support for placement in Bishop's Beach Park at the suggested locations.

As with other proposals you can evaluate these proposals using the following questions:

1. Aesthetically enhances the public space or built environment to which it relates or otherwise interacts with its surrounding environment?
2. Adds to the local identity and profile in the context of the City of Homer?
3. Is specifically designed for its site and is commensurate in scale with its surroundings?
4. Is a suitable addition to the public space proposed?
5. Is durable (where applicable) and reasonable to maintain in terms of time and expense?
6. Does the artwork need lighting? Or other additional fixtures? Have they been included in the proposal?
7. Is a permanent fixed asset to the property?
8. Is the proposed art suitable by way of form and quality for public viewing and accessibility taking into consideration the possibility of an unsecured public space?
9. Does the proposed art require regular maintenance in order for it to last adding to an additional long term cost to the overall city budget?
10. Does the proposed art fall with the applicable Chapter of the Homer City Code?
11. Is the proposed artwork susceptible to vandalism?
12. Is it free of unsafe conditions or factors?
13. Contributes to a sense of civic pride
14. Involves the local community
15. Addresses, but is not limited to, aspects of the city's history and/or culture
16. Recognizes the broad intent and objectives of the City of Homer Public Art Policy

MOVED TO RECOMMEND CITY COUNCIL ACCEPT THE SCULPTURE DESCRIBED AS A FANCIFUL LOON WINDSOCK BY RACHELLE DOWDY AND A MARINE DEBRIS SCULPTURE OF A SILVER SALMON BY LYNN NADEN INTO THE CITY OF HOMER MUNICIPAL ART COLLECTION AND ASSUME THE MAINTENANCE OF SAID SCULPTURES AS OUTLINED BY THE ARTISTS AND FURTHER EXPRESS SUPPORT OF THE PLACEMENT WITHIN BISHOP'S BEACH PARK AS APPROVED BY PUBLIC WORKS STAFF.

1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Clerk/  
4 Public Arts Committee

5 RESOLUTION 14-076

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,  
8 ALASKA, APPROVING AND ACCEPTING THE DONATION  
9 FROM THE BUNNELL STREET ARTS CENTER OF A  
10 "MARINE DEBRIS RELIEF SCULPTURE OF SILVER  
11 SALMON" BY HOMER ARTIST LYNN MARIE NADEN TO  
12 BE PLACED AT BISHOP'S BEACH PARK.

13  
14 WHEREAS, Bunnell Street Arts Center issued a Request for Proposals in conjunction  
15 with the Old Town Artist in Residency project for a new sculpture in Old Town; and

16  
17 WHEREAS, Representatives of Bunnell Street Arts Center selected Homer Artist Lynn  
18 Marie Naden's artwork of a "Marine Debris Relief Sculpture of Silver Salmon" to be placed at  
19 Bishop's Beach Park; and

20  
21 WHEREAS, Lynn Marie Naden is a talented artist whose work is held in many public  
22 collections throughout the State of Alaska; her artwork of a "Marine Debris Relief Sculpture of  
23 Silver Salmon" makes an environmental statement of how plastic and marine debris affect  
24 marine habitat; and

25  
26 WHEREAS, Bunnell Street Arts Center would like to donate the artwork to the City's art  
27 collection and has completed the required application for the donation; and

28  
29 WHEREAS, The Public Arts Committee has reviewed the request for donation to the  
30 City of Homer and recommended that the City Council approve and accept the donation and  
31 incorporate it into the Municipal Art Collection.

32  
33 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
34 approves and accepts the donation from the Bunnell Street Arts Center of a "Marine Debris  
35 Relief Sculpture of Silver Salmon" by Homer Artist Lynn Marie Naden to be placed at Bishop's  
36 Beach Park, and incorporates it into the City's artwork collection.

37  
38 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.

39  
40 CITY OF HOMER

41  
42  
43  
44 \_\_\_\_\_  
45 MARY E. WYTHE, MAYOR

46 ATTEST:

47

48

49

50

51 \_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

52

53 Fiscal Note: N/A



MUNICIPAL ART COLLECTION  
GIFT PROPOSAL APPLICATION

MAY 08 2014 PM 01:49 PRC

PLEASE TYPE OR PRINT CLEARLY AND MAKE YOUR RESPONSES COMPLETE AND THROUGH.

DATE 5/7/14  
 CONTACT PERSON Brianna Allen TITLE Old Town Coordinator, Binnett  
 ORGANIZATION IF APPLICABLE Binnett Street Arts Center  
 ADDRESS 106 W Binnett Ave CITY Homer STATE AK ZIP 99603  
 PHONE 235 21662 FAX \_\_\_\_\_ CELL 907 299 7403  
 EMAIL brianna@binnettarts.org

TELL US WHY YOU WISH TO DONATE THIS ARTWORK TO THE CITY OF HOMER? This is an effort to beautify the wind break at Bishop's beach park while making an environmental statement about plastic and marine debris and how that affects marine habitat.

PROPOSED ARTWORK  
 TITLE OF ARTWORK "Marine Debris Relief Sculpture of Silver Salmon"  
 ARTIST(S) NAME Lynn Marie Naden  
 YEAR COMPLETED 2014 DIMENSIONS Approx 50" x 159" & 50" x 95"  
 MATERIALS USED TO CREATE ARTWORK Beach plastics, gamed netting, rebar frame, steel hardware clom, stainless wire, rope, netting

PHYSICAL DESCRIPTION OF THE PROPOSED PIECE-  
A silver (coho) salmon constructed out of repurposed marine plastics.

NARRATIVE DESCRIPTION OF THE PROPOSED ARTWORK - TELL US THE STORY BEHIND THE PIECE OR SIGNIFICANCE -  
"Beached debris is a huge problem we're faced with. I committed Center for Alaska Coastal Studies and Binnett St Arts Center to committing and providing a facility to create 'ART'. To educate the public to become more responsible stewards to our oceans + beaches. Smelly silvers frequent our shore line, lets help to sustain them for the future. This would be a great community project!"

IS THE PROPOSED PIECE ONE OF A KIND? Yes IS THE PIECE PART OF A SERIES, LIMITED OR OTHERWISE? 0  
IF SO, AN EDITION OF HOW MANY? \_\_\_\_\_ IS THE PIECE COMPLETED? No IF NOT WHEN IS THE  
EXPECTED COMPLETION DATE? 3 months after approval

WHAT IS THE CURRENT CONDITION OF THE PIECE?  
Not started, waiting for site approval.

PROPOSED SITE OR LOCATION  
DO YOU HAVE A SITE(S) IN MIND FOR THE PLACEMENT OF THE ARTWORK? IF SO WHERE? Yes  
The wind break at Bishop's Green pavilion.

IS THIS A CITY OWNED PROPERTY IF NOT WHO OWNS THE PROPERTY? Yes

WHAT IS THE RATIONALE FOR SELECTING THIS/THESE LOCATION(S)? High pedestrian traffic flow, the park needs Beautification!

ARE YOU AWARE OF ANY PERMITS OR PERMISSIONS THAT MAY BE REQUIRED? No.

TECHNICAL SPECIFICATIONS  
DESCRIBE HOW THE ARTWORK IS CONSTRUCTED OR MADE. PLEASE INCLUDE ANY DOCUMENTATION AT THE END OF THIS APPLICATION. Piece by piece, repurposed plastics will be fastened onto frame. see attached image.

HOW IS THE ARTWORK TO BE PROPERLY INSTALLED? By artist, secured with stainless steel wire.

DOES THE PIECE REQUIRE ELECTRICITY, PLUMBING OR OTHER UTILITY HOOKUPS? No

WHO WILL BE INSTALLING THE ARTWORK? Artist + community members under artist's guidance.



WHAT IS THE EXPECTED LIFETIME AND STAYING POWER OF THE MATERIALS USED IN CREATING THE PIECE?

Will be maintained by Center for African Coastal, smells, and checked on 2x per month.

WHAT MAINTENANCE IS REQUIRED AND HOW OFTEN? The netting will serve as a trash collector - and will be emptied two times a month by CACS.

PLEASE IDENTIFY ANY SPECIFIC MAINTENANCE PROCEDURES AND OR EQUIPMENT AND THE ASSOCIATED COSTS:

No special maintenance or equipment - Costs will be donated by Brunell Street Arts Center and CACS.

WHAT PRECAUTIONS HAVE BEEN TAKEN TO GUARD AGAINST VANDALISM IF ANY? There will be informational signage that tells the artists, the community efforts and purpose for trash collection.

WHAT STEPS HAVE BEEN TAKEN TO ASSURE THIS PIECE WILL NOT PRESENT A SAFETY HAZARD?

Pieces of plastic will be securely fastened and will be checked in on approximately the month.

BUDGET

|                                |   |                |   |
|--------------------------------|---|----------------|---|
| PROJECT MANAGEMENT FEES        | \$ _____                                  | INSURANCE      | \$ _____  |
| ARTIST'S FEES                  | \$ 7,000                                  | UTILITY HOOKUP | \$ _____  |
| PURCHASE PRICE Materials       | \$ 1,200                                  | DELIVERY       | \$ _____  |
| PERMITS                        | \$ _____                                  | INSTALLATION   | \$ _____  |
| STRUCTURAL ENGINEERING         | \$ _____                                  | SIGNAGE        | \$ _____  |
| SITE PREPARATION               | \$ _____                                  | RECOGNITION    | \$ _____  |
| OTHER COSTS NOT LISTED         | \$ 2,050 <sup>in-kind donation CACS</sup> | DESCRIPTION    | All costs in partnership with CACS & BSAK <sup>paid</sup> |
| DATE PIECE WAS LAST APPRAISED? | _____                                     |                |   |

WHAT IS THE VALUE OF THE PIECE OR ESTIMATED MARKET VALUE IF NO APPRAISAL WAS DONE? \$ 5,250.00  
No cost for the city!!!

TIMELINE

WHAT IS THE TIMELINE FOR THE COMPLETION OR INSTALLATION OF THE PIECE? IDENTIFY THE DIFFERENT STAGES AND DATE GOALS TO PREPARE THE PIECE FOR DONATION

Project will be worked on at CACS for 3 mo until completed. Phase 1, mo 1 Plastic collection and organize. Phase 2, mo 2, form attached piece by piece into framed Salmon. Phase 3, mo 3 will be fastening and sculpture installation.

RESTRICTIONS

ARE THERE ANY KNOWN COVENANTS, REQUIREMENTS OR RESTRICTIONS THAT COME WITH THE PIECE? No.

WHAT EXPECTATIONS DO YOU HAVE FOR THE CITY OF HOMER IN ACCEPTING THIS ARTWORK?  
to allow the installation on City property.

COMMUNITY INVOLVEMENT

WAS THERE ANY COMMUNITY OR USER INVOLVEMENT IN SELECTING THE RECOMMENDED LOCATION?  
Yes! All collection + assembly will be done by the community!

PLEASE INCLUDE ANY LETTER(S) OF SUPPORT FOR THE PROJECT OR PROPOSED DONATION.

APPLICANT MUST SUBMIT THE FOLLOWING SUPPORTING DOCUMENTATION WITH THIS APPLICATION.

- AN RESUME OR BIO FROM THE ARTIST WHO CREATED OR WILL CREATE THE ARTWORK.
- FIVE TO TEN IMAGES OF PAST WORK FROM THE ARTIST. THESE CAN BE PHOTOGRAPHS.
- N/A THREE TO FIVE CLEAR IMAGES OF THE PROPOSED ARTWORK
- SCALE DRAWING/MODEL OF THE PROPOSED ARTWORK
- IF YOU HAVE A SITE(S) IN MIND PLEASE INCLUDE PHOTO AND DESCRIPTION OF THE SITE(S) AND A SCALED DRAWING OF THE PROPOSED ARTWORK IN THE RECOMMENDED LOCATION.
- N/A A COPY OF A FORMAL APPRAISAL IF AVAILABLE
- N/A TECHNICAL SPECIFICATIONS, MAINTENANCE MANUAL OR DRAWINGS/RECOMMENDATION FROM STRUCTURAL ENGINEER.

APPLICATIONS ARE TO BE SUBMITTED TO:

THE CITY OF HOMER  
CITY CLERKS OFFICE  
491 E. PIONEER AVENUE  
HOMER, AK 99603

OR YOU MAY SUBMIT VIA FAX AT 907-235-3143 TO SUBMIT VIA EMAIL PLEASE SEND TO [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us)

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT THE CLERK'S OFFICE AT 235-3130.

Lynn Marie Naden  
P.O. Box 2776 Homer, Alaska 99603  
(907) 235-5966 [naden@ptialaska.net](mailto:naden@ptialaska.net)

### Education

1980 BA in Art, California State University Chico

### Employment

Center for Coastal Studies, Homer Ak. (Art consultant) 2013,2014

The Octopus Garden gallery, Coal point Boardwalk,  
Homer Spft. 2009-1, Owner, summer gallery

Contours by Lynn Marie, 1983 – present, Owner/Operator, (Retail/Wholesale,  
Custom Sculpture and mold making, sign and mural painting, workshops and classes)  
Homer, Ak. , and California

Duncan Ceramics, 1983-1986, Fresno, Ca., Senior Sculptor R&D

Potter's Studio, 1981-1983, Fresno, Ca. , Retail Sales Manager

Cummings Ceramic Supply, 1979-1981, Chico, Ca. , Retail Sales

Harvest Wheel Open Air Market, 1971-1978, Co-Owner/Grower,  
Madera, Ca.

### Awards and Honors

Featured Artist 2011 Shorebird Festival, "In Turn", painting design, 2011

"Artist of the Year", HCOA, Homer, Ak. 2009

Acquisitioned, "Relief Tiles", clay,Pratt Museum,2008

"Birch Merge", cast paper, Pratt Museum, Homer, Ak. , 2007

Honorable Mention, "Look", Pratt Museum, " Simply Ritz", Homer, Ak. 1999

Career Opportunity Grant, Alaska State Council on the Arts, 1997

"On the Boards Grant", Experimental Sculpture, Seattle, Wash., 1996

Stranded Arts Fund Grant, Homer, Ak. , 1995

Honorable Mention, "Transmutation", Pratt Museum, Homer, Ak.,1994

Juror's Choice Award, "Vernal Interlude", Bunnell St. Gallery, Homer, Ak. , 1994

### Public Art Commissions

- "Ease", South Peninsula Hospital, Homer Ak., sculpted paper panels, 2-40"x24", 2013  
"A,B,C's of Kachemak Bay" Homer Public Library, Homer Ak., Cast Colored paper, 26 2'x2' panels, 2006  
"Octopi", 4'x 4' cast colored paper pulp, Unalaska Public Library, Unalaska, Ak. 2003  
Eagle View Elementary, 90' paper cast of students foot prints, Unalaska, Ak. 2003  
"Alice Witte Memorial", Bronze, Homer High School, Homer Ak., 1995  
"Sperm Whale Project", Homer High School and Pratt Museum, Homer, Ak. , 1995  
"Seafarers Memorial", Life, cold cast Bronze panels, Homer Spit, Homer, Ak. , 1994  
"Seafarers Memorial", Cast concrete, Memorial Bell, Homer Spit, Homer, Ak. , 2005  
"Memorial to Gandhi", Bronze Bust, Peace Garden at California State University Fresno, Fresno, Ca., 1989

### Solo and Partnered Exhibitions

- "Spectrum", (cast paper installation), 2010-11 Dec/jan/  
Bunnell Street arts center, Homer, Ak.  
"Natural Translations", (Cast Paper and ceramic sculpture), Terra Bella, Anchorage, Ak., Sept. 2008  
"Pods", w/ Gail Baker, (sculpture), Fireweed Gallery, Homer, Ak. , Sept. 2007  
"Kachemak Perspectives", w/ Marion Beck , Ahna Iredale, (Life Cast Paper), Pratt Museum, Homer, Ak. , June, July 2007  
"Seeds of Life", (Cast Paper), Ptarmigan Backroom Gallery, Homer, Ak. , December 2002  
"New Works in Paper", (Cast Paper), Alaska Pacific Univ., Anch., Ak. , April 2002  
"Drawing from Life", (Drawings Sculpture), William Henry Gallery, Homer, Ak. , July 1999  
"Nicking the Time", (Sculptural performance art), Anchorage Museum of Art and History, Anchorage, Ak. , February 1999  
"Seen and Unseen", (Paintings and mixed media) Homer, Ak. , 1998  
"Skeleton's in the Closet", (mixed media), Fireweed Gallery, Homer, Ak. , Oct. 1997  
"Cycles", (Installation), Bunnell Street Gallery, Homer, Ak. , December 1997  
"Leaning on a Yellow Wall", (paintings and sculpture), Backroom Gallery, Ptarmigan Arts, Homer Ak., 1996  
"Scape", (Installation), Bunnell Street Gallery, Homer Ak., 1994  
"Between ourselves", w/ Aleda Younion, (Clay and Photography), Backroom Gallery, Ptarmigan Arts, Homer, Ak. , 1994  
"Sanctuary", (Clay Sculpture), Homer Artist's Gallery, Homer, Ak. , 1991  
"Dwellings", (Clay Sculpture), Artist Quarter Gallery, Fresno, Ca. 1989  
"New Works", (Clay and Bronze), Coast Savings Gallery, Fresno, Ca., 1988

### Curatorial Exhibitions

- \*Expose of Kachemak Clay", (21 local clay artists), *Curator*, Homer Council on the Arts, Homer, Ak. 2008
- \*Peace and Reconciliation", (Celebration of 30 Years of Peace between the U.S. and Vietnam), *Curator*, International Exhibition, Homer Council on the Arts, Homer, Ak., 2006
- \*Heroes, Saints and Sages", *Curator*, International Mail Art Exhibit, Homer Council on the Arts, Homer, Ak., 2004
- \*Sound of Art", *Curator*, Invitational, Homer Council on the Arts, Homer, Ak., 2004
- \*Facing the Elements", *Curator*, Outdoor Art Exhibit, Pratt Museum, Homer, Ak., 1995,96,97.
- \*About Face", *Curator*, International Mail Art, Bunnell Street Gallery, Homer, Ak., 1995
- \*It's a Myth", *Curator*, International Mail Art, Bunnell Street Gallery, Homer, Ak., 1994
- \*ol'ter", ( Artistic interpretations of the words Alter/Altar ), *Curator*, Invitational, Bunnell Street Gallery, Homer, Ak., Gallery 154, Seattle, Wa., The Loft, Anchorage, Ak., 1993, 1994
- \*Day of the Dead", *Curator*, International Mail Art, Bunnell Street Gallery, Homer Council on the Arts, Homer, Ak., 1993
- \*Under Wraps", *Curator*, Invitational Performance Installation, Bunnell Street Gallery, Homer, Ak., 1992

### Invitational Group Exhibitions

- \* On and of Paper", "Symbiosis", (cast paper) National Juried Exhibition, Univ. of West Florida, Pensacola, Fl., Jan. 2009
- \*Godiva", "Ben", (drawing), Invitational, MTS Gallery, Anchorage, Feb. 2009
- \*Set the Table", Group Exhibit, "Succulent Set", Girdwood Center for Visual Arts, Girdwood, Ak. 2007
- \*The Human Body", Invitational Exhibit, "Leap", Bunnell Street Gallery, Homer, Ak. March 2006
- \*OUT of the (Jewelry) Box", Invitational, "Ice", Bunnell Street Gallery, Homer, Ak., December 2006
- \*Alumni Exhibit, California State University Chico", Juried Group Exhibit of all Art Alumni's, "Vernal Interlude" Chico, Calif., 2000
- Exploring a Movement: "Feminists Visions in Clay", National Invitation, "Loba Woman", Laband Gallery, Loyola Marymount University, Los Angeles, Ca. 1995
- \*All Consuming Images the Power of Female Beauty", Visual Art Center of Alaska, Anchorage, Ak., 1992

## Professional Affiliations

Homer Council on the Arts, Homer Ak., Board Member (Exhibitions Chairman),  
2007-2008, board member (1992-1995), active member since 1990  
Bunnell Street (nonprofit) Gallery, Homer, Ak., Charter Board member (1993-96),  
Pratt Museum, Homer Ak., 1993,94,95  
Women in the Arts, Washington D.C., active member since 1996  
International Gallery of Contemporary Art, Active member, Anchorage, Ak.,  
2007,08,09  
Ptarmigan Arts, Co-op Gallery, Homer, Ak., 1990-2006  
Fireweed Gallery, Homer, Ak., 2005-2007  
Art Shop Gallery, Homer, Ak., 2000-2012  
High Tide Gallery, Homer, Ak., 2007  
Clay Works, Homer, Ak., 2000-2009  
Up North Gallery, Anchorage, Ak., 1997-2007

## Artist in the Schools and Teaching

(Artist in the Schools with Bunnell St. Gallery, Homer, Ak.)

A.I.S., Fireweed Academy (3-6<sup>th</sup>), clay 101, sustainability, 2013  
A.I.S., Fireweed Academy (K-2<sup>nd</sup>), Japanese (kites, windsocks), 2011  
A.I.S., Chapman Elementary, (K-6<sup>th</sup>), (sculpture), 2010  
A.I.S., Homer High School, (Art), Plaster cast sculpture, 2009  
A.I.S., West Homer Elementary, (3<sup>rd</sup>-6<sup>th</sup>), (Gesture), Draw, paint, Sculpt, 2008  
A.I.S., Otter Beach, (K-3<sup>rd</sup>) Homer, Ak. (Balance), Mixed media sculpture, 2007  
A.I.S., Flex High School, Homer, Ak., (Life Drawing), 2004-05  
A.I.S., Voznesenka School, (K-12<sup>th</sup>), Homer, Ak., (Colored pencil Drawing), 2004  
A.I.S., West Homer Elementary, (3<sup>rd</sup>-6<sup>th</sup>), Homer, Ak., (Ceramic Mosaic), 2004  
A.I.S., Chapman Elementary, (K-12<sup>th</sup>), Anchor Point, Ak., (Tiled Clay Mural), 2004  
A.I.S., Fireweed Academy, (3<sup>rd</sup>-6<sup>th</sup>), Homer, Ak., (Structure), mixed media, 2004  
A.I.S., Paul Banks Elementary, (3<sup>rd</sup>), Homer, Ak., (Cast Paper), 2003  
A.I.S., Otter Beach, (K-3<sup>rd</sup>), Homer, Ak., (Articulating Skeletons), 2003

### (Alaska State Artists in the Schools Program)

Ninilchik School, (K-12<sup>th</sup>), Ninilchik, Ak., (Cast paper), 2010  
John Shaw Elementary, (K-5), Wasilla, Ak., (sculpted dia-ramas), 2009  
McNeil Canyon Elementary, (K-6) Homer, Ak. (Cast paper), 2009  
Peterson Elementary, (4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>), Kodiak, Ak., (Collaged Geodesic Dome), 2000

(Arts Programs and Arts Educational Workshops)

2011 Shorebird festival, "Field casting", adult, 2011  
Art and Nature workshop, HCOA, (4<sup>th</sup>-6<sup>th</sup>), 2011  
Kids Art workshops, H.C.O.A, Homer Ak., (k-4<sup>th</sup>) & (4/5<sup>th</sup>),  
Feb/March 2010  
Mentorship Program, Homer Council on the Arts, (One 8<sup>th</sup> grader), Homer, Ak.,  
2007,2009  
"Field Casting", Pratt Museum, Casting Nature in the Field, Workshop Instructor,  
Homer, Ak., 2007  
1% in the Arts City of Homer, Fireweed Academy, (3rd-6<sup>th</sup>), Cast paper for the  
Installation at the Homer Public Library, Homer, Ak., 2006  
Girdwood Fine Arts Camp, (ages 8-12), Environmental Art sessions, Girdwood, Ak.,  
2006  
Interlaken Teens, International, Environmental Art, Pratt Museum, Homer, Ak.,  
2004  
Seldovia Arts Council, Relief Tile Workshop, Seldovia, Ak., 2004  
Kenai Arts Council, Relief Tile Workshop, Kenai, Ak., 2004  
City of Unalaska, 1% in the Arts, Eagle View Elementary, (K-6<sup>th</sup>), Cast Paper  
Installation, Unalaska, Ak., 2002  
Pulp Non-Fiction, Adult workshop in Cast paper, Unalaska, Ak., 2002  
Art a La Carte, Sponsored by H.C.O.A., (teen art sessions), Homer, Ak., 2002  
Magpie Academy High School, (8-12<sup>th</sup>), Relief Tile Workshop, Homer, Ak., 2002  
Kid's Multi-Media Workshop, (After school Arts program), Bunnell St. Gallery,  
Homer, Ak., 1995  
Relief Ceramic Mural Project, Kachemak Selo School, (K-12<sup>th</sup>), Homer, Ak., 1995  
Mexican Green Sea Turtle Project, Sponsored by the Pratt Museum, Archival Mold  
and casting of Turtle, Public Project, Homer, Ak. 1994  
Bronze Casting, Kenai Peninsula Collage, Kachemak Bay Branch, (one semester),  
instructor, Homer, Ak., 1993  
"Face yourself", Adult workshop, Life Casting, cast Paper, Homer, Ak., 1993  
"Figurative Clay Sculpture", Instructor, Workshops, Homer, Ak., 1994, 1995, 1996  
Homer High School and Pratt Museum "Sperm Whale Project", Life casting, 1994-95  
Homer High School Mentor in the Arts, multi-media, Instructor, Homer, Ak., 1992  
Smoky Bay School, (9<sup>th</sup>-12<sup>th</sup>), Art Instructor, Homer, Ak., 1992, 1993  
Homer Flex School, (9<sup>th</sup>-12<sup>th</sup>), Art Instructor, Homer, Ak., 1992  
Very Special Arts Alaska Program, Art Instructor, Homer, Ak., 1992  
Special Effects Theater Makeup", Homer Council on the Arts, Homer, Ak. 1991  
Fresno Mental Health, (Teens), Art Sessions, Art Instructor, Fresno, Ca., 1989  
Sunshine Home for Boys, (Teens), Art Sessions, Paradise, Ca., 1979





Proposed  
Project







# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3130

(f) 907-235-3143

## Memorandum

TO: WALT WREDE, CITY MANAGER  
CC: CAREY MEYER, PUBLIC WORKS DIRECTOR  
FROM: PUBLIC ARTS COMMITTEE  
THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I  
DATE: SEPTEMBER 17, 2013  
SUBJECT: PROPOSED REQUEST FOR PROPOSAL FOR OLD TOWN SCULPTURE

---

### BACKGROUND

At the Special Meeting on September 12, 2013 Brianna Allen with Old Town Artist in Residency project requested the Public Arts Committee support a recommendation to install a new sculpture in Old Town that they will be issuing a Request for Proposal. Additionally Ms. Allen requested that a member of the Public Arts Committee sit on the selection committee to review and select the proposed sculpture.

Ms. Allen stated that they already spoke to Public Works and have their support.

Below is the excerpt from the meeting synopsis:

### COMMENTS OF THE AUDIENCE

*Brianna Allen explained that the Old Town project has \$15,000 to invest in a public art sculpture and they are seeking the recommendation and support of the Public Arts Committee to allow them to do this project.*

*APLIN/NEWBY - MOVED THAT THE PUBLIC ARTS COMMITTEE SUPPORTS OLD TOWN ARTIST IN RESIDENCY PROGRAM'S INTENT TO ISSUE A REQUEST FOR PROPOSAL IN THE AMOUNT OF \$15,000 TO CREATE A PERMANENT SCULPTURE TO BE PLACED WITHIN OLD TOWN AREA OF HOMER.*

*There was a brief discussion.*

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

*Motion carried.*

*There was no further discussion.*

### RECOMMENDATION

APPROVE THE REQUEST TO ALLOW PUBLIC WORKS PERSONNEL TO INSTALL THE SCULPTURE AND ADD TO THE MAINTENANCE SCHEDULE AS REQUIRED.





## City of Homer

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### Memorandum

TO: PUBLIC ARTS COMMITTEE

FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: MAY 7, 2014

SUBJECT: Recommendations to City Council on Acceptance and Placement of Art by Rachelle Dowdy, A Fanciful Loon Windsock Sculpture and Lynn Naden, A Marine Debris Sculpture of a Silver Salmon at Bishop's Beach Park.

---

Brianna Allen, Old Town Development Coordinator has requested the Public Arts Committee support and recommendation to City Council to accept the following into the City of Homer Municipal Art Collection and express support for placement at Bishop's Beach Park in the desired locations indicated on the applications.

The first donation proposal:

Partnering with the Center for Alaskan Coastal Studies, Lynn Naden is proposing to lead a community relief art sculpture that uses marine debris to form a silver salmon (50 x 159 ").

A sketch and the donation proposal follow this memorandum.

The request for placement is within Bishop's Beach Park attached to a windscreen on the picnic pavilion.

Brianna Allen has approached Angie Otteson, Public Works, Parks Maintenance who expressed support and approval of the placement of the proposed artwork.

The second donation proposal was presented to the committee at the September 2013 meeting as a concept and that the Old Town group would be advertising request for proposals no later than the first of the year. The Committee sent a memorandum to the City Manager in support of the concept and placement within Bishop's Beach Park.

Public Works personnel were invited to participate in the proposal review and selection process and expressed support for the placement of the sculpture in the Bishop's Beach Park at the desired location.

I have included that memorandum for your review.

After thorough review of our records it appeared that there was never a formal acceptance of the statue into the City of Homer Municipal Art Collection by the City Council. Accordingly with the Donation Proposal Process the organization must get the support and recommendation from the Public Arts Committee and any other department or commission that may have an interest in the donation.

The Parks and Recreation Advisory Commission will address this issue of placement at their regular meeting in June.

It will go before Council via Resolution at the last meeting in June for formal acceptance.

The artist, Rachelle Dowdy, is currently working on the sculpture referenced as A Fanciful Loon windsock sculpture by description only, that was commissioned by Old Town and is scheduled for completion and installation in July.

A sketch of the proposed sculpture is included and the executed agreement along with the Donation Proposal form.

#### STAFF RECOMMENDATION

Please review the Donation Proposal forms and make the recommendation to Council in the form of a Motion to accept the artwork into the collection. You can additionally express support for placement in Bishop's Beach Park at the suggested locations.

As with other proposals you can evaluate these proposals using the following questions:

1. Aesthetically enhances the public space or built environment to which it relates or otherwise interacts with its surrounding environment?
2. Adds to the local identity and profile in the context of the City of Homer?
3. Is specifically designed for its site and is commensurate in scale with its surroundings?
4. Is a suitable addition to the public space proposed?
5. Is durable (where applicable) and reasonable to maintain in terms of time and expense?
6. Does the artwork need lighting? Or other additional fixtures? Have they been included in the proposal?
7. Is a permanent fixed asset to the property?
8. Is the proposed art suitable by way of form and quality for public viewing and accessibility taking into consideration the possibility of an unsecured public space?
9. Does the proposed art require regular maintenance in order for it to last adding to an additional long term cost to the overall city budget?
10. Does the proposed art fall with the applicable Chapter of the Homer City Code?
11. Is the proposed artwork susceptible to vandalism?
12. Is it free of unsafe conditions or factors?
13. Contributes to a sense of civic pride
14. Involves the local community
15. Addresses, but is not limited to, aspects of the city's history and/or culture
16. Recognizes the broad intent and objectives of the City of Homer Public Art Policy

MOVED TO RECOMMEND CITY COUNCIL ACCEPT THE SCULPTURE DESCRIBED AS A FANCIFUL LOON WINDSOCK BY RACHELLE DOWDY AND A MARINE DEBRIS SCULPTURE OF A SILVER SALMON BY LYNN NADEN INTO THE CITY OF HOMER MUNICIPAL ART COLLECTION AND ASSUME THE MAINTENANCE OF SAID SCULPTURES AS OUTLINED BY THE ARTISTS AND FURTHER EXPRESS SUPPORT OF THE PLACEMENT WITHIN BISHOP'S BEACH PARK AS APPROVED BY PUBLIC WORKS STAFF.

1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Port and Harbor Director/  
5 Public Works Director

6 RESOLUTION 14-077

7  
8 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
9 APPROVING AMENDMENT ONE TO THE COOPERATIVE  
10 AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF FISH  
11 AND GAME AND THE CITY OF HOMER REGARDING  
12 RENOVATION OF THE HOMER HARBOR BOAT LAUNCH  
13 FACILITY.

14  
15 WHEREAS, On February 13, 2012, the Homer City Council adopted Resolution 12-008  
16 entitled "A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A  
17 COOPERATIVE AGREEMENT BETWEEN THE ALASKA DEPARTMENT OF FISH AND GAME  
18 (ADF&G), DIVISION OF SPORT FISH, AND THE CITY OF HOMER, REGARDING REPAIR,  
19 REPLACEMENT, AND REHABILITATION OF INFRASTRUCTURE AND FACILITIES AT THE  
20 HOMER HARBOR LOAD AND LAUNCH RAMP"; and

21  
22 WHEREAS, The Cooperative Agreement (COOP 12-085) provided that ADF&G would  
23 take responsibility for Phase I of the project which included preliminary design and permitting  
24 activities; and

25  
26 WHEREAS, ADF&G has completed Phase I and is now proposing to assume additional  
27 pre-construction activities including 95% design, construction bid documents, and the bidding  
28 and procurement process; and

29  
30 WHEREAS, Under the Cooperative Agreement, the City agrees to take responsibility  
31 for Phase II of the project which is now primarily construction and financial management; and

32  
33 WHEREAS, It is necessary to amend Cooperative Agreement 12-085 to reflect changed  
34 circumstances and to provide additional clarity and specificity to the roles and responsibilities  
35 of the parties as we move into the construction phase.

36  
37 WHEREAS, Cooperative Agreement 12-085, as amended, takes the place of, and has  
38 the effect of a reimbursable grant agreement; and

39 WHEREAS, Amendment One to Cooperative Agreement 12-085 was reviewed by the  
40 Homer City Council at its meeting on June 23, 2014.

41  
42 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves  
43 Amendment One to Cooperative Agreement 12-085 between the Alaska Department of Fish  
44 and Game and the City of Homer regarding renovation of the Homer Harbor Boat Launch  
45 Facility.

46  
47 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.

48  
49 CITY OF HOMER

50  
51  
52  
53 \_\_\_\_\_  
54 MARY E. WYTHE, MAYOR

55 ATTEST:

56  
57 \_\_\_\_\_  
58 JO JOHNSON, MMC, CITY CLERK

59  
60  
61 Fiscal Note: \$800,000 match, \$600,000 Port and Harbor Reserves, \$200,000 Passenger Vessel  
62 Tax, In-House Project Management.

63  
64





Alaska Department of Fish and Game  
Division of Administrative Services  
P.O. Box 115526  
Juneau, AK 99811-5526

**Amendment One**  
**Cooperative Agreement Number 12-085**  
**Title: Homer Harbor Boat Launch Facility Renovation**

**Between:**  
**Alaska Department of Fish and Game**  
**Division of Sport Fish**

**and**  
**City of Homer**

The purpose of this amendment is to revise the original agreement dated April 2012 to add funding for Phase II (construction phase) in order to complete the Homer Harbor Boat Launch Renovation project. Except for the following changes, all provisions of the original agreement remain unchanged and in full effect.

**1. Change paragraph II.1 to read as follows:**

1. To reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$2,983,300.00. The source of funding shall consist of \$2,237,475.00 (75%) from the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) and \$745,825.00 (25%) from state matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).

**2. Change paragraph III.1 to read as follows:**

1. To dedicate to this project, CITY owned uplands and/or tidelands under and immediately adjacent to the launch facility. The parcel shall be used exclusively for boat launch ramps, boarding floats, a parking area for vehicles with boat trailers and other improvements incidental to this project. The parcel is shown on Attachment A.

The CITY warrants that it has the right, power, and authority to construct and maintain the improvements on the parcel and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing and maintaining the improvements on the parcel.

To provide funds in the amount of \$800,000 for Phase II. The CITY will be required to provide not less than \$800,000 for Phase II. The CITY shall provide all additional funding needed to complete activities covered by this agreement.

**3. Change paragraph III.2 to read as follows:**

2. To complete the construction phase of the boat launch facility funded by this agreement prior to December 31, 2015. In the event the funding provided by ADF&G is not sufficient to cover all costs incurred by the CITY in completing this project, the CITY shall provide all additional funding that may be needed.

To manage and maintain the launch facility for public use until December 31, 2036. The launch facility will be managed primarily for the benefit of the recreational boating and sport fishing public in providing access to public waters; consistent with current management. No change in this use will be made without prior written approval of ADF&G.

Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.

ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.

**4. Change paragraph IV.3 to read as follows:**

3. ADF&G will reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$2,964,700.00. The CITY will provide funds in the amount not less than \$800,000.00.

The CITY will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees. Requests for reimbursement shall be mailed no more frequently than once a month to Paul Cyr at:

State of Alaska  
Department of Fish and Game  
Sport Fish Division  
525 W. 67<sup>th</sup> Avenue  
Anchorage, Alaska 99518-1599

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes.

The initial reimbursement request will be in an amount exceeding \$800,000 in order to account for the CITY's contribution. With the exception of the initial and final payment, requests for reimbursement shall be in amounts not less than \$25,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$25,000.

**5. Change paragraph IV.6 to read as follows:**

6. The design life of the facility is 20 years; therefore, this agreement shall remain in effect until December 31, 2036.

**6. Change paragraph IV.7 to read as follows:**

7. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

a. Agreement expires on December 31, 2036:

ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued use of the facility for public sport fishing access. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the CITY.

b. ADF&G terminates its involvement:

If prior to December 31, 2036, ADF&G finds that there is no longer a need for the sport fishing access improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of the CITY at no additional cost to the CITY.

c. The CITY terminates its involvement:

If prior to December 31, 2036, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for:

1) the total funding ADF&G provided at the rate of 5 percent for each full year between the date of termination and December 31, 2036.

2) the appraised fair market value, on the date of the City's default, of any land acquired for the project with ADF&G funds.

This agreement shall be terminated when the City's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

**7. APPROVING SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

**CITY OF HOMER**

\_\_\_\_\_  
Walt Wrede  
City Manager

\_\_\_\_\_  
Date

**ALASKA DEPARTMENT OF FISH AND GAME**

\_\_\_\_\_  
Charles Swanton, Director  
Division of Sport Fish

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sunny Haight, Director  
Division of Administrative Services

\_\_\_\_\_  
Date

# COOPERATIVE AGREEMENT

COOP-12 -085

between the

**ALASKA DEPARTMENT OF FISH AND GAME**

and the

**CITY OF HOMER**

for

## **Homer Harbor Boat Launch Facility Renovation**

This cooperative agreement is made and entered into between the Alaska Department of Fish and Game, Division of Sport Fish, hereinafter referred to as the ADF&G and the City of Homer, hereinafter referred to as the CITY. ADF&G enters into this agreement under the authority of state statutes AS16.05.050(12) and AS36.30.850(c) and one or more of the following Federal Aid in Sport Fish Restoration programs: Recreational Boating Access (CFDA # 15-605), Boating Infrastructure Grants (CFDA # 15-622) and Clean Vessel Act (CFDA # 15-616).

### I. PURPOSE OF THE AGREEMENT

To improve public recreational boating and sport fishing access to the marine waters near Homer by cooperatively renovating and maintaining the boat ramps and boarding floats in Homer Harbor. This will be accomplished in two phases: Phase I – preliminary design and permitting, and Phase II – final design and construction.

### II. COVENANTS OF THE STATE

The ADF&G does hereby agree:

1. To hire a design consultant to complete planning activities (Phase I) for the future renovation of the Homer Load and Launch Ramps and boarding floats, hereinafter referred to as the launch facility. Phase I will consist of design and permitting activities and Phase II will consist of final design and construction-related activities. Once Phase I is complete, this agreement will be amended to address additional funding needed for Phase II of the project. The total estimated cost of Phase I is \$350,000.00. The source

of funding shall be 75% from the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) and 25% from state matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).

2. To authorize the CITY to continue to manage and maintain the launch facility as a CITY facility. The CITY of Homer owns, operates, and maintains the existing facility, which is operated primarily for the use of recreational power boaters and sport anglers.

3. To perform a final inspection of the completed project to verify compliance with this agreement.

### III. COVENANTS OF THE CITY

The CITY does hereby agree:

1. To dedicate to this project, CITY owned uplands *and/or* tidelands under and immediately adjacent to the launch facility. The parcel shall be used exclusively for boat launch ramps, boarding floats, a parking area for vehicles with boat trailers and other improvements incidental to this project. The parcel is shown on Attachment A.

The CITY warrants that it has the right, power, and authority to construct and maintain the improvements on the parcel and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing and maintaining the improvements on the parcel.

2. To manage and maintain the launch facility for public use until December 31, 2033. The launch facility will be managed primarily for the benefit of the recreational boating and sport fishing public in providing access to public waters; consistent with current management. No change in this use will be made without prior written approval of ADF&G.

Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.

ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.

3. To obtain and comply with all federal, state and local permits required for construction and maintenance of the renovation project.

4. To install a sign identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration program, and sport anglers in facility development. To install additional signage as deemed appropriate, to indicate that the primary use of the facility is for sport fishing and recreational power boating access.

5. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. The CITY will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.

6. To maintain adequate insurance in conjunction with the design, construction and maintenance of the improvements.

7. To perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:

Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).

Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.

Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.

Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, sex or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

Allowable costs/Cost principles-OMB Circular No. A-87, "Cost Principles of State and Local Governments" establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allow ability, reasonableness, and allocability.

Drug-free Workplace Act- The CITY, by signing this agreement, certifies that they will provide a drug-free workplace.

Debarment/Suspension- The CITY, by signing this agreement, certifies that neither it nor its principals, or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities. Where the CITY is unable to certify to any of the statements in this certification, the CITY shall attach an explanation to this agreement.

Audits- The CITY acknowledges that the Phase I source of funding shall be 75% from the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) and 25% from state matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS) under CFDA 15.605.

The City acknowledges that receipt of federal funds may create audit requirements under OMB Circular A-133. The CITY acknowledges that the State of Alaska single audit provisions of 2 AAC 45.010 may also apply.

Workers Compensation Insurance- The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Open Competition - The CITY shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based contractor affiliation with labor organizations.

8. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

a. In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

b. If contamination of the site occurs as a result of the CITY's management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.



#### IV. IT IS MUTUALLY AGREED THAT

1. ADF&G and the CITY shall cooperate in accomplishing the improvements to be provided under this agreement. ADF&G shall provide design criteria for the improvements and employ a private engineering firm to complete design and assist the city in obtaining necessary permits. The CITY shall be the lead agency in accomplishing all work necessary to make the improvements. The CITY may employ construction contractors as may be appropriate. The project shall be designed by a professional engineer registered in the State of Alaska unless exempt under AS 08.48.331.

2. The CITY shall perform the following tasks in accomplishing this project:

Phase I: Design and land status: The CITY shall obtain all required permits and dedicate the land as specified in paragraph III.1 above. Any funds not used for Phase I tasks shall be available for final design and construction-related (Phase II) activities.

Phase II: Final design and bidding: The CITY shall not proceed with final design or starting work with its own personnel or advertising for contractor bids until notified in writing by ADF&G that the USF&WS has approved the project. In the event USF&WS approval is not obtained by ADF&G or the non-federal match requirement cannot be acquired, this agreement shall be terminated. During the bidding process, the CITY shall send to ADF&G a copy of the bid package and all addenda that may be issued.

Construction: The CITY shall provide ADF&G a copy of the proposed construction schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the construction work, the CITY shall provide ADF&G a copy of the as-built plans. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications or other project-related documents will be to ensure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

3. The CITY will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late

payment, ADF&G will not pay late fees. Requests for reimbursement shall be mailed no more frequently than once a month to Jeff Breakfield at:

State of Alaska  
Department of Fish and Game  
Sport Fish Division, Region II  
43961 Kalifornsky Beach Road, Suite B  
Soldotna, Alaska 99669

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes.

With the exception of the final payment, requests for reimbursement shall be in amounts not less than \$10,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$10,000.

4. The CITY may charge user fees in accordance with Homer City Code 10.04.035, in effect on the effective date of this agreement. All future changes to the fee schedule shall be reviewed and approved by ADF&G. Fees shall be subject to the following criteria:

a. Fees for recreational boating and sport fishing use shall not exceed fees for other uses at the launch facility.

b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.

c. Fees shall not exceed the cost of operation, maintenance and improvement of the site.

d. Site specific fees that exceed the cost of operation, maintenance and improvement are program income. An area-wide fee, such as an annual launch permit, that allows the use of any CITY launch ramp usually is not considered program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USF&WS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.

e. The CITY may establish a capital improvement account from user fees collected, to fund specified major improvements to the site and/or routine maintenance, repair or replacement of the infrastructure. Establishment of such an account shall be reviewed and approved by ADF&G. The CITY shall specify the improvement proposed, the estimated cost, and completion date when requesting approval. Fees accumulated in a

capital improvement account will not be considered program income if they are used for the approved improvement.

f. If required by future changes to federal regulations or at the request of ADF&G, the CITY shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.

g. Trailerable boats owned and operated by the ADF&G and the Department of Public Safety shall be allowed to use the facility at no cost in the course of carrying out their official duties to the extent such use does not interfere with public use of the facility.

5. The effective date of this agreement shall be from the date of final signature by ADF&G.

6. The design life of the facility is 20 years; therefore, this agreement shall remain in effect until December 31, 2033.

7. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

a. Agreement expires on December 31, 2033:

ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued use of the facility for public sport fishing access. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the CITY.

b. ADF&G terminates its involvement:

If prior to December 31, 2033, ADF&G finds that there is no longer a need for the sport fishing access improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of the CITY at no additional cost to the CITY.

c. The CITY terminates its involvement:

If prior to December 31, 2033, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of

this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for:

1) the total funding it provided at the rate of 5 percent for each full year between the date of termination and December 31, 2033.

2) the appraised fair market value, on the date of the City's default, of any land acquired for the project with ADF&G funds.

This agreement shall be terminated when the City's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

8. The CITY may make improvements to the facility at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.

9. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.

10. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.

11. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.

12. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.

13. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

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

15. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.

16. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.

17. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.

18. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

19. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

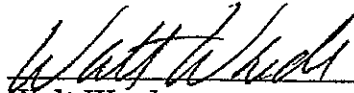
Director  
Division of Sport Fish  
Alaska Dept. of Fish & Game  
P.O. Box 115526  
Juneau, Alaska 99811-5526

City Manager  
Homer City Hall  
491 East Pioneer Ave.  
Homer, Alaska 99603

20. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions: Attachment A – Homer Load and Launch Facility - project area.

21. SIGNATURES:

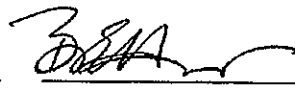
For the City of Homer

  
Walt Wrede  
City Manager


3/28/12  
Date

---

For the Alaska Department of Fish and Game

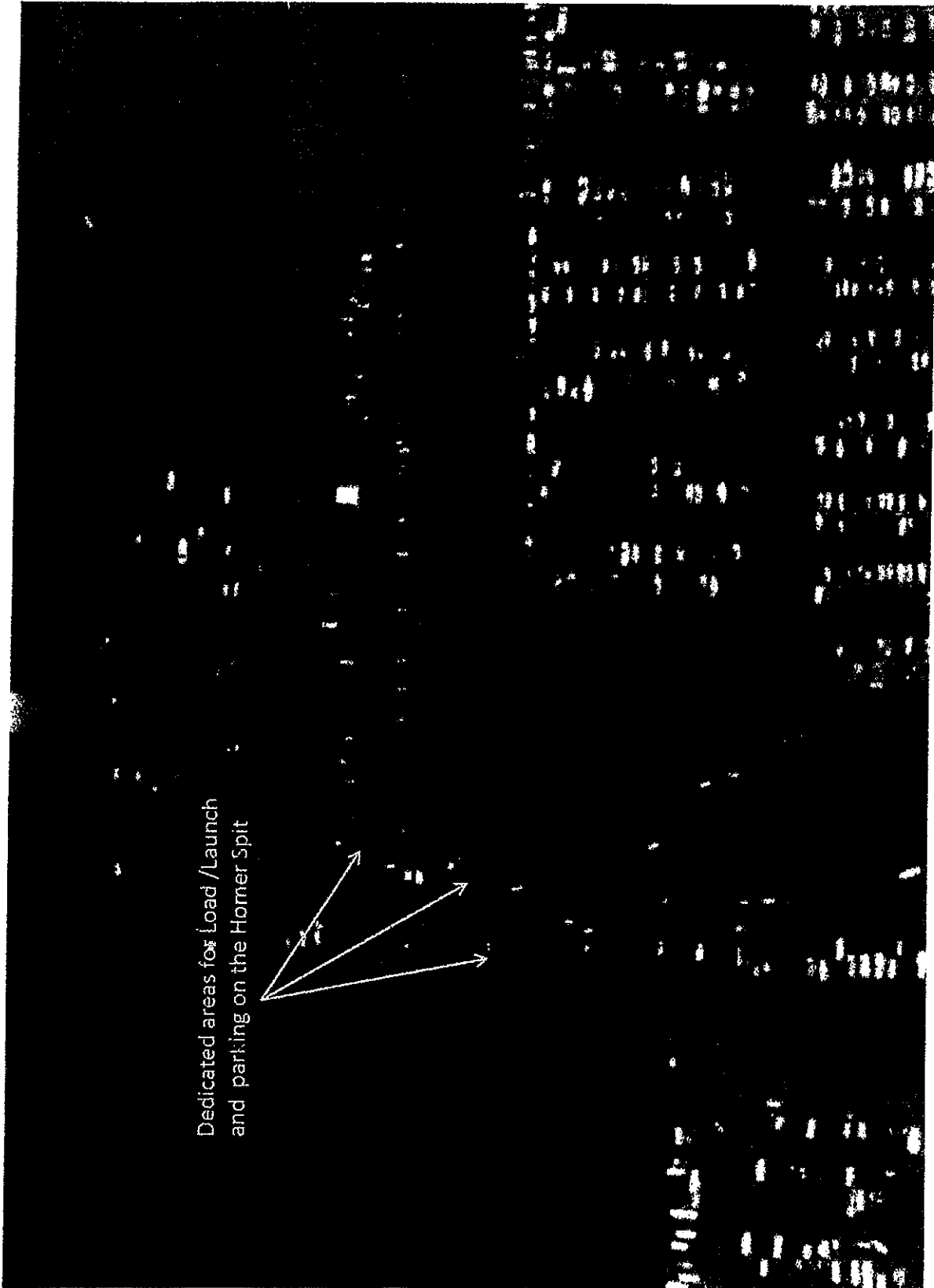
  
for Charles O. Swanton, Director  
Division of Sport Fish

4/10/12  
Date

  
Kevin Brooks, Director  
Division of Administrative Services

4.16.12  
Date

ATTACHMENT A



Dedicated areas for Load /Launch  
and parking on the Homer Spit

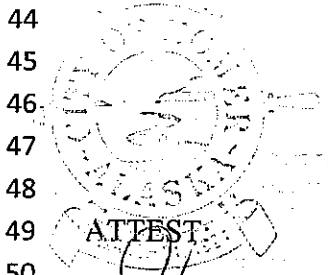






40 BE IT FURTHER RESOLVED that the City Manager is authorized to execute all  
41 appropriate documents and carry out the responsibilities of the City contained in the Agreement.  
42

43 PASSED AND ADOPED by the Homer City Council this 13<sup>th</sup> day of February, 2012.  
44



45  
46  
47  
48  
49 ATTEST  
50 *[Signature]*  
51  
52 JO JOHNSON, CMC, CITY CLERK  
53

CITY OF HOMER  
*[Signature]*  
JAMES C. HORNADAY, MAYOR

54 Fiscal Note: Staff Time / public scoping and construction management.  
55  
56

# VISITORS



ANNOUNCEMENTS  
PRESENTATIONS  
BOROUGH REPORT  
COMMISSION REPORTS



**CITY OF HOMER  
HOMER, ALASKA**

**MAYOR'S PROCLAMATION**

**July as Parks and Recreation Month**

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, MARY E. WYTHER, Mayor of the City of Homer, do hereby proclaim July as:

**PARKS AND RECREATION MONTH**

in the City of Homer, Alaska.

IN WITNESS WHEREOF, I have hereunto set my hand and cause to be affixed the official seal of the City of Homer, Alaska, on this 23<sup>rd</sup> day of June, 2014.

CITY OF HOMER

ATTEST:

\_\_\_\_\_  
MARY E. WYTHER, MAYOR

\_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK





# PUBLIC HEARING(S)



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

**Ordinances 14-27, 14-28, and 14-29  
Resolution 14-060**

A **public hearing** is scheduled for **Monday, June 23, 2014** during a Regular City Council Meeting. The meeting begins at 6:00 p.m. in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

**Ordinances 14-27, 14-28, and 14-29 internet address:**  
<http://www.cityofhomer-ak.gov/ordinances>

**Ordinance 14-27**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating Up to \$600,000 From the Port and Harbor Reserves as a Local Match for Repair, Replacement, and Rehabilitation of Infrastructure and Facilities at the Homer Small Boat Harbor Load and Launch Ramp. City Manager/Port and Harbor Director.

**Ordinance 14-28**, An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$179,892.97 From the Harbor Reserve Fund for the Local Match Associated With Deep Water Dock Feasibility Study and Authorizing the City Manager to Execute All Appropriate Documents. City Manager/Public Works Director.

**Ordinance 14-29**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$37,708 From the General Fund/Fund Balance to Fund a Permanent Part Time Administrative Assistant Position at Public Works. Burgess.

**Resolution 14-060 internet address:**  
<http://www.cityofhomer-ak.gov/resolutions>

**Resolution 14-060**, A Resolution of the Homer City Council Maintaining the Water and Sewer Fees at the 2014 Rate and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director.



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

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

**CLERK'S AFFIDAVIT OF POSTING**

I, Renee Krause, CMC, Deputy City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for Ordinance 14-27, Amending the FY 2014 Operating Budget by Appropriating Up to \$600,000 From the Port and Harbor Reserves as a Local Match for Repair, Replacement, and Rehabilitation of Infrastructure and Facilities at the Homer Small Boat Harbor Load and Launch Ramp; Ordinance 14-28, Amending the 2014 Operating Budget by Appropriating \$179,892.97 From the Harbor Reserve Fund for the Local Match Associated With Deep Water Dock Feasibility Study and Authorizing the City Manager to Execute All Appropriate Documents; Ordinance 14-29, Amending the FY 2014 Operating Budget by Appropriating \$37,708 From the General Fund/Fund Balance to Fund a Permanent Part Time Administrative Assistant Position at Public Works; and Resolution 14-060, Amending the FY 2014 Operating Budget by Appropriating \$37,708 From the General Fund/Fund Balance to Fund a Permanent Part Time Administrative Assistant Position at Public Works was distributed to the City of Homer kiosks located at City Clerk's Office, Captain's Coffee Roasting Co., Harbormaster's Office and Redden Marine on Friday, June 13, 2014 and that the City Clerk posted same on City of Homer Homepage on Tuesday, June 10, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 10<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Renee Krause, CMC, Deputy City Clerk I



**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-27**

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating Up to \$600,000 From the Port and Harbor Reserves as a Local Match for Repair, Replacement, and Rehabilitation of Infrastructure and Facilities at the Homer Small Boat Harbor Load and Launch Ramp.

Sponsor: City Manager/Port and Harbor Director

1. City Council Regular Meeting June 9, 2014 Introduction
  - a. Resolution 13-112
2. City Council Regular Meeting June 23, 2014 Public Hearing and Second Reading
  - a. Resolution 13-112



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Port and Harbor Director

5 ORDINANCE 14-27

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE FY 2014 OPERATING BUDGET BY  
9 APPROPRIATING UP TO \$600,000 FROM THE PORT AND  
10 HARBOR RESERVES AS A LOCAL MATCH FOR REPAIR,  
11 REPLACEMENT, AND REHABILITATION OF INFRASTRUCTURE  
12 AND FACILITIES AT THE HOMER SMALL BOAT HARBOR LOAD  
13 AND LAUNCH RAMP.  
14

15 WHEREAS, The Homer City Council adopted Resolution 13-112 entitled " A  
16 RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, CONFIRMING THAT THE CITY  
17 WILL PROVIDE LOCAL MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED \$800,000 FOR  
18 REPAIR, REPLACEMENT, AND REHABILITATION OF INFRASTRUCTURE AND FACILITIES AT  
19 THE HOMER SMALL BOAT HARBOR LOAD AND LAUNCH RAMP"; and  
20

21 WHEREAS, The State Department of Commerce, Community, and Economic  
22 Development has confirmed that \$200,000 of the Cruise Ship Passenger Vessel Tax Grant  
23 (Grant 12-DC-609) can be used as part of the local match, thus reducing the City's out of  
24 pocket expense to \$600,000; and  
25

26 WHEREAS, The Alaska Department of Fish and Game has completed the design work,  
27 secured the necessary funding, and intends to start construction this fall; and  
28

29 WHEREAS, In order to proceed further, it is necessary to appropriate the local match  
30 and make it available to ADF&G.  
31

32 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
33

34 Section 1. The Homer City Council hereby amends the FY 2014 Operating Budget by  
35 appropriating up to \$600,000 from the Port and Harbor Reserves as a local match for repair,  
36 replacement, and rehabilitation of infrastructure and facilities at the Homer Small Boat Harbor  
37 load and launch ramp as follows:  
38

39 Expenditure:

| 40 | <u>Account No.</u> | <u>Description</u>            | <u>Amount</u> |
|----|--------------------|-------------------------------|---------------|
| 41 | 456-0380           | Local Match/                  |               |
| 42 |                    | Load and Launch Ramp Upgrades | \$600,000     |

43  
44 Section 2. This is a budget amendment ordinance, is not permanent in nature, and shall  
45 not be codified.

46  
47 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this \_\_\_\_ day of  
48 June, 2014.

49  
50 CITY OF HOMER

51  
52  
53 \_\_\_\_\_  
54 MARY E. WYTHE, MAYOR  
55

56 ATTEST:

57  
58  
59 \_\_\_\_\_  
60 JO JOHNSON, MMC, CITY CLERK  
61

62  
63 AYES:

64 NOES:

65 ABSTAIN:

66 ABSENT:  
67  
68

69 First Reading:

70 Public Reading:

71 Second Reading:

72 Effective Date:  
73  
74  
75  
76  
77



78 Reviewed and approved as to form:

79

80

81 \_\_\_\_\_

82 Walt Wrede, City Manager

83

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

85

86

87

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

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



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

3 City Manager/  
4 Port and Harbor Director

5 **RESOLUTION 13-112**

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 CONFIRMING THAT THE CITY WILL PROVIDE LOCAL MATCHING  
9 FUNDS IN AN AMOUNT UP TO \$800,000 FOR REPAIR,  
10 REPLACEMENT, AND REHABILITATION OF INFRASTRUCTURE  
11 AND FACILITIES AT THE HOMER SMALL BOAT HARBOR LOAD AND  
12 LAUNCH RAMP.

13  
14 WHEREAS, The Alaska Department of Fish and Game (ADF&G), Division of Sport Fish,  
15 has access to Federal funding from a variety of sources for enhanced boating and sport  
16 fishing access; and

17  
18 WHEREAS, ADF&G has proposed that federal funds be used for improvements at the  
19 load and launch ramp in the Homer small boat harbor and, with City concurrence, has begun  
20 the process of making budget requests for this purpose; and

21  
22 WHEREAS, The funds being applied for require a 25% non-federal match; and

23  
24 WHEREAS, The City Council approved a Cooperative Agreement between the City and  
25 ADF&G regarding repair, replacement, and rehabilitation of infrastructure and facilities at the  
26 load and launch ramp through approval of Resolution 12-008; and

27  
28 WHEREAS, The Cooperative Agreement states that ADF&G will provide the first  
29 \$350,000 and project management for the initial engineering and design phase; and

30  
31 WHEREAS, ADF&G and its consultant PND Engineering, has produced a draft  
32 document entitled "Homer Small Boat Harbor Launch Ramp Renovation Alternative Analysis  
33 Report"; a copy of which was provided to the Council and is currently being reviewed by the  
34 City; and  
35

36 WHEREAS, ADF&G needs a commitment from the City with respect to the required  
37 local match in order to help secure the additional construction funding needed through an FY  
38 2015 budget submittal; and

39  
40 WHEREAS, If the City provides a local match and ADF&G is successful in its latest  
41 budget submittal, construction could begin as early as the fall of 2014.

42  
43 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby pledges and  
44 confirms that if and when full construction funding is secured, it will provide a local cash  
45 match in an amount up to \$800,000 for repair, replacement, and rehabilitation of  
46 infrastructure and facilities at the Homer small boat harbor load and launch ramp.

47  
48 BE IT FURTHER RESOLVED that the City Manager is authorized to seek alternative  
49 funding sources and submit grant applications to assist with the non-federal match in order  
50 to mitigate potential impacts to the Port and Harbor Reserves.

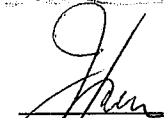
51  
52 PASSED AND ADOPTED by the Homer City Council this 25<sup>th</sup> day of November, 2013.

53  
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55  
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59

CITY OF HOMER

  
MARY E. WYTHE, MAYOR

ATTEST:

  
JO JOHNSON, MMC, CITY CLERK

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61  
62  
63  
64  
65  
66 Fiscal Note: Local cash match up to \$800,000.

67  
68

**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-28**

An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$179,892.97 From the Harbor Reserve Fund for the Local Match Associated With Deep Water Dock Feasibility Study and Authorizing the City Manager to Execute All Appropriate Documents.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 9, 2014 Introduction
  - a. Resolution 13-041
2. City Council Regular Meeting June 23, 2014 Public Hearing and Second Reading
  - a. Resolution 14-041



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Public Works Director

5 ORDINANCE 14-28  
6

7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE 2014 OPERATING BUDGET BY  
9 APPROPRIATING \$179,892.97 FROM THE HARBOR RESERVE  
10 FUND FOR THE LOCAL MATCH ASSOCIATED WITH DEEP  
11 WATER DOCK FEASIBILITY STUDY AND AUTHORIZING THE  
12 CITY MANAGER TO EXECUTE ALL APPROPRIATE  
13 DOCUMENTS.  
14

15 WHEREAS, Resolution 13-041 was adopted by the Homer City Council approving a  
16 Transfer of Responsibility Agreement (TORA) between the City of Homer and the  
17 Alaska Department of Transportation and Public Facilities (ADOT/PF) regarding  
18 federal funding and project management responsibilities for the Deep Water  
19 Dock Improvements Feasibility Study; and  
20

21 WHEREAS, The TORA agreement required a local match (9.03% of earmark allocation)  
22 in the amount of \$179,892.97; and  
23

24 WHEREAS, The Feasibility Study cannot be initiated until the local match lump sum  
25 payment has been provided to ADOT/PF.  
26

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

29 Section 1. The FY 2014 Operating Budget is hereby amended by appropriating  
30 \$179,892.97 from the Harbor Reserve fund for the local match associated with the ADOT/PF  
31 Deep Water Dock Feasibility Study TORA.  
32

33 Expenditure:  
34

| <u>Account No.</u>        | <u>Description</u>                        | <u>Amount</u> |
|---------------------------|---|---------------|
| 456-0380 (Harbor Reserve) | ADOT Deep Water Dock<br>Feasibility Study | \$179,892.97  |

35  
36  
37  
38

39 Section 2. This is a budget amendment ordinance, is not permanent in nature, and shall  
40 not be codified.  
41

42 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of  
43 \_\_\_\_\_ 2014.  
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CITY OF HOMER

\_\_\_\_\_  
MARY E. WYTHE, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

YES:  
NO:  
ABSTAIN:  
ABSENT:

First Reading:  
Public Hearing:  
Second Reading:  
Effective Date:

Reviewed and approved as to form.

\_\_\_\_\_  
Walt Wrede, City Manager

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

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

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



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

3 City Manager

4 **RESOLUTION 13-041**

5  
6 A RESOLUTION OF THE HOMER CITY COUNCIL  
7 APPROVING A TRANSFER OF RESPONSIBILITY  
8 AGREEMENT (TORA) BETWEEN THE CITY OF HOMER  
9 AND THE ALASKA DEPARTMENT OF TRANSPORTATION  
10 AND PUBLIC FACILITIES (ADOT/PF) REGARDING  
11 FEDERAL FUNDING AND PROJECT MANAGEMENT  
12 RESPONSIBILITIES FOR THE DEEP WATER DOCK  
13 IMPROVEMENTS FEASIBILITY STUDY.  
14

15 WHEREAS, The 2005 Federal Transportation Bill, SAFETEA-LU, contained a  
16 \$2,000,000 "Earmark" for the "Homer Intermodal Deep Water Dock Facility Improvements";  
17 and  
18

19 WHEREAS, The purpose of the funding was to conduct a study on whether expanding  
20 and strengthening the Deep Water Dock was feasible including an analysis of costs, development  
21 alternatives, preliminary design, business demand, and permitting requirements; and  
22

23 WHEREAS, The City subsequently received a Legislative Grant in the amount of  
24 \$1,000,000 to supplement the Federal funds; and  
25

26 WHEREAS, The project was delayed for several years because the Federal funds were  
27 not released or made available due to DOT/PFs interpretation of Federal regulations related total  
28 project funding; and  
29

30 WHEREAS, The regulatory hurdles have been resolved and in order to move this project  
31 forward in a timely manner, the City has agreed to assume full responsibility for the project  
32 including responsibility for all Federal procurement, permitting, and financial reporting  
33 requirements; and  
34

35 WHEREAS, The terms of the agreement between the City and ADOT/PF are contained  
36 in the Draft Transfer of Responsibility Agreement which was reviewed by the City Council at its  
37 regular meeting on April 22, 2013.  
38

39 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves  
40 the Transfer of Responsibility Agreement between the City and DOT/PF regarding the Deep

41 Water Dock Improvements Feasibility Study, a copy of which is attached and incorporated  
42 herein.

43  
44 BE IT FURTHER RESOLVED that the City agrees to assume full responsibility for the  
45 project including all of the requirements that come with Federal Transportation Funding.

46  
47 PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 22<sup>nd</sup> day of April,  
48 2013.



CITY OF HOMER

*Mary E. Wythe*  
MARY E. WYTHE, MAYOR

55 ATTEST:

56  
57 *Jo Johnson*  
58  
59 JO JOHNSON, CMC, CITY CLERK  
60

61  
62 Fiscal Note: N/A  
63  
64  
65  
66  
67

**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-29**

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$37,708 From the General Fund/Fund Balance to Fund a Permanent Part Time Administrative Assistant Position at Public Works.

Sponsor: Burgess

1. City Council Regular Meeting June 9, 2014 Introduction
  - a. Public Works Administrative Assistant I Job Description and Specifications
  - b. 2014 Budget Request for Administrative Assistant I
  
2. City Council Regular Meeting June 23, 2014 Public Hearing and Second Reading
  - a. Public Works Administrative Assistant I Job Description and Specifications
  - b. 2014 Budget Request for Administrative Assistant I



CITY OF HOMER  
HOMER, ALASKA

Burgess

ORDINANCE 14-29

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE FY 2014 OPERATING BUDGET BY  
APPROPRIATING \$37,708 FROM THE GENERAL FUND/FUND  
BALANCE TO FUND A PERMANENT PART TIME  
ADMINISTRATIVE ASSISTANT POSITION AT PUBLIC WORKS.

WHEREAS, The Public Works Department had at one time two administrative assistant positions and one position has remained vacant for a number of years due to budget constraints; and

WHEREAS, The Department has requested that the vacant position be restored as a regular, part time, Administrative Assistant I position to assist with the work load and improve customer service; and

WHEREAS, A copy of the budget request and justification is attached and incorporated herein.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2014 Operating Budget by appropriating \$37,708 from the General Fund/Fund Balance to fund a permanent part time Administrative Assistant I position at Public Works as follows:

Expenditure:

| <u>Account No.</u> | <u>Description</u>                   | <u>Amount</u> |
|--------------------|--------------------------------------|---------------|
| 100-0170           | PT, Admin. Assistant I /Public Works | \$37,708      |

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

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CITY OF HOMER

\_\_\_\_\_  
MARY E. WYTHE, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

\_\_\_\_\_  
Walt Wrede, City Manager

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

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

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

**CITY OF HOMER  
JOB DESCRIPTION AND SPECIFICATIONS**

| <b><u>PUBLIC WORKS ADMINISTRATIVE ASSISTANT I</u></b> |              |                        |                   |
|---|--------------|------------------------|-------------------|
| <b>Department:</b>                                    | Public Works | <b>Sub-Department:</b> |                   |
| <b>Reports To:</b>                                    | PW Director  | <b>Backed Up By:</b>   | None              |
| <b>Supervises:</b>                                    | None         | <b>Backs Up:</b>       | Admin. Assist II  |
| <b>Range:</b>   | 5            | <b>Classification:</b> | Regular Full-Time |
| <b>FLSA Status:</b>                                   | Non-Exempt   | <b>Updated:</b>        | 05/15/14          |

**GENERAL FUNCTIONS**

Provides support to the PW Admin Assistant II is responsible for performing a full range of administrative duties for the entire Public Works Department.

**JOB FUNCTIONS AND MAJOR ACTIVITIES**

1. Answer telephone in a professional manner to provide information about department programs, activities or events; screens calls and determines proper referral.
2. Monitor Public Works base station radio and ensures safety procedures are being followed.
3. Performs administrative duties for the entire department, including filing and preparation of routine general correspondence.
4. Assists with data entry for Department Maintenance Management Computer System. Completes computer generated work orders and reports.
5. Prepares purchase orders and codes invoices as required.
6. Assists with capital project administrative duties, including preparation of routine correspondence and interaction with public affected by the project.
7. Performs other administrative duties as assigned.

**SKILLS, KNOWLEDGE AND ABILITIES**

At least two years general office experience in duties requiring public contact work required, with one year in a direct government environment desirable. Accurate keyboarding skills required. Requires written and verbal skills in composing letters and contact with the public. Knowledge of modern office procedures and equipment, including working knowledge of computer and current software required. Requires ability to monitor several tasks at once and ability to establish good working relationships with department, city staff and the public. High school diploma or G.E.D. required.

**DECISION MAKING RESPONSIBILITIES**

Work is performed under general supervision. Independent judgment often required in handling public inquiries/problems. Activities are a minor potential liability to the City.

**SUPERVISORY AUTHORITY**

None.

**EXTERNAL VISIBILITY/CONTACT**

Low frequency contact with key City personnel, government officials and key service providers. Infrequent presentations/attendance at public meetings. High contact with general public.

**WORKING CONDITIONS**

Office environment. Position requires ability to stand, sit, walk and lift up to 15 pounds.

I CERTIFY THAT I HAVE READ THIS JOB DESCRIPTION AND SPECIFICATON; IT HAS BEEN EXPLAINED TO ME. I UNDERSTAND AND ACCEPT THE EXPECTATIONS OF MY DUTIES AND RESPONSIBILITIES AS A CONDITION OF MY EMPLOYMENT AS STATED HEREIN.

---

Employee Signature

Date

---

Director of Public Works Signature

Date

---

Personnel Director Signature

Date

---

City Manager Signature

Date



**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
YEAR 2014**

Requesting Department Public Works Date 6/3/2014

Level of Need: Urgent  Essential  Necessary  Desirable

Request for Additional Personnel:  
 Position Title Administrative Assistant I  
 Salary Range & Step 5 C  
 Full-time   
 Part-time  Hours Per Year 1040

Request Other Than Personnel:  
 Description \_\_\_\_\_  
 \_\_\_\_\_  
 Fund Name: \_\_\_\_\_

|                                     |       |
|-------------------------------------|-------|
| <b>(FINANCE DEPT WILL COMPLETE)</b> |       |
| 5101 Permanent Employees            | _____ |
| 5102 Fringe Benefits                | _____ |
| 5103 P/T Employees                  | _____ |
| 5104 Fringe Benefits P/T            | _____ |
| 5105 Overtime                       | _____ |
| <b>Total Personnel Cost</b>         | _____ |

Account Name: \_\_\_\_\_  
 Account # \_\_\_\_\_  
 Estimated Cost: \_\_\_\_\_

**Justification:**

Public Works has only one administrative assistant type position. That is very slim considering the number of employees, the scope of services, the number of projects, and the size of the budget. PW is simply swamped right now with lots of projects, activities, and public contact. PW used to have two administrative assistant type positions but one has been left vacant due to budget cuts several years ago. There is no back-up for the one person we have if she is ill or takes vacation. She often must leave her post to perform her duties. There is no one to cross train with her because everyone else is fully tasked. There are many times when there is no one at the reception desk and the Director or the Superintendent are answering the phone or talking to walk-in customers. Public Works probably received more contact with the public than any other department with the possible exception of the Port and Harbor.

Requestor's Name: Carey Meyer

Department Head Approval: Carey Meyer

City Manager Recommendation: \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_  
 Denied \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_



1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/Finance Director

4 RESOLUTION 14-060

5  
6 A RESOLUTION OF THE HOMER CITY COUNCIL MAINTAINING  
7 THE WATER AND SEWER FEES AT THE 2014 RATE AND  
8 UPDATING THE HOMER FEE SCHEDULE ACCORDINGLY.

9  
10 WHEREAS, Water and sewer utility services shall be reviewed annually and amended,  
11 as necessary, to take effect as of July 1, 2014 with the first billing cycle to take effect following  
12 July 1; and

13  
14 WHEREAS, The Homer City Council reviewed the current rate model and  
15 recommended no rate changes for the period of July 1, 2014 through June 30, 2015.

16  
17 NOW, THEREFORE, BE IT RESOLVED by the City Council of Homer, Alaska, that the  
18 water and sewer fees be maintained at the 2014 rate and the Homer Fee Schedule be updated  
19 as follows:

20  
21 **WATER AND SEWER FEES:**

22  
23 (The following fees have been set by the following legislative enactment HCC Title 14, new  
24 fees set forth in Ordinance 13-30(A), Resolution 13-048(S-2)(A-3), Ordinance 11-43, Resolution  
25 11-094(S), Resolution 11-062(A), Resolution 09-47(S)(A), Resolution 09-48(S)(A), Resolution  
26 07-119 (A), Resolution 07-120(A), Ordinance 06-62(A), Resolution 06-04, Resolution 05-125,  
27 Resolution 05-122, Resolution 05-121(A), Resolution 05-09, Resolution 04-95, Resolution 04-  
28 94(S)(A), Resolution 03-159, Resolution 02-80, Resolution 01-80(A), Resolution 00-123,  
29 Resolution 00-34, Ordinance 00-02, Ordinance 97-17(A), amending the rates set forth in  
30 Ordinance 97-5(S)(A), with amendments by Ordinance 97-7, Ordinance 97-13 and Ordinance  
31 97-14).

32  
33 Public Works - 235-3170

34 City Hall - 235-8121

35 Billing - 235-8121 x2240

36  
37 A 15% admin. fee for replacement parts for water/sewer services, functions, pressure reducing  
38 valves, sewer saddles, any Public Works Department stock item for resale to public.

39  
40 Establishing service includes a one-time disconnect - \$30

41 Service calls, inspections, repairs not to exceed one hour - \$25 per employee plus equipment  
42 and materials.

43

44 Service calls, inspections and repairs during normal operating hours in excess of one hour  
45 labor: actual labor costs by City plus equipment and materials.

46

47 Service calls, inspections and repairs after normal operating hours or on weekends/holidays:  
48 \$50 minimum plus equipment and materials or actual cost incurred by City, whichever is  
49 greater.

50

51 SEWER FEES:

52 Sewer Connection and Extension Permit Fee

53

54 Single Family \$255

55 Multi-Family/Commercial \$330

56

57 Customer classification definitions for determining sewer connection and extension permit  
58 fees:

59

60 Single Family Residential – A unit providing housing for one household; with less than 25% of  
61 the building area used for business or commercial purposes.

62

63 Multi-Family Residential- A building or lot occupied by more than one household: contained  
64 within one building or several building within one complex. Examples of multi-family units  
65 includes duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and  
66 multiple structures on one lot (where units are normally rented or occupied for longer than one  
67 month at a time). Examples of units not considered as multi-family include hotels, motels,  
68 B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one  
69 month at a time.)

70

71 Commercial - Any user not defined as Residential.

72

73 Sewer Rate Schedule.

74

75 All sewer utility services shall be billed according to the following schedule (Table I, II). This  
76 schedule is for monthly sewer services and is in addition to any charges for connecting or  
77 disconnecting the service, installation of the service or any assessment of the improvements.

| Rates                             |                 |                     | Table I |  |
|-----------------------------------|-----------------|---------------------|---------|--|
|                                   | Sewer           |                     |         |  |
| Customer Classification           | Monthly Service | Usage Charge/Gallon |         |  |
| Lift-Station Customer             | \$ -            | \$0.0218            |         |  |
| Non-Lift-Station Customer         |                 | \$0.0147            |         |  |
| Multi-units (additional per unit) | \$ 5.00         | N/A                 |         |  |

78  
 79  
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 83

| Rates                                |                     |                        | Table II |  |
|--------------------------------------|---------------------|------------------------|----------|--|
| Sewer ONLY Customers                 | Sewer               |                        |          |  |
|                                      | Fees/Rate/Usage     | Per Customer Per Month |          |  |
| Lift-Station Customer                | \$0.0218/Gal        | \$76.30                |          |  |
| Non-Lift-Station Customer            | \$0.0147/Gal        | \$51.45                |          |  |
| Monthly Service                      | \$5.00/customer/mo. | \$5.00                 |          |  |
| Pumping Fee ( <i>If Applicable</i> ) | \$7.75/customer/mo. | \$ 7.75                |          |  |
| Assumption: Avg. Sewer Usage         | 3500 Gal/Mo.        |                        |          |  |

84 Customer classification definitions for determining sewer rates:

85

86 Lift Station Zone Customer: There are eleven sewage lift/pump stations that are used for  
 87 pumping wastewater or sewage from areas with lower elevation than the treatment plant.

88 Customers who are located in these areas shall be charged additional fees for the cost added  
 89 to the services (see Table I & II).

90  
91 Non-Lift Station Zone Customer: Customers who are located in the zone that do not need  
92 lift/pump station services.

93  
94 Sewer System Dischargers (Sewer ONLY customers): Customers who use sewer service only  
95 shall be charged a monthly fee of \$5 plus sewer usage fee based on assessed volume of 3,500  
96 gallons per month multiplied by the applicable sewage rate (see Table II). Kachemak City Local  
97 Improvement District (LID) members have contributed to the initial cost of the sewer  
98 treatment plant and the collection system. For Kachemak City LID dischargers connected  
99 within the LID, the City of Homer shall bill Kachemak City in one single bill at the Lift-Station  
100 Zone Rate of \$89.05 (\$76.30 +\$5 +\$7.75) per month per customer. Kachemak City shall be  
101 responsible for payment to the City of Homer.

102  
103 Domestic sewer service customers who use large quantities of City water in addition to their  
104 domestic use shall be allowed, with the Public Works Director's approval, to install an  
105 additional water meter on the domestic water use line for the purpose of metering and  
106 charging for domestic sewer system use. Sewer system use will be billed monthly.

107  
108 The City will allow, upon approval by Public Works and a permit from the Public Works  
109 Department, a second water usage meter – called a seasonal sewer meter – for each customer  
110 that desires to measure the flow of City water that is not discharged to the sewer system  
111 during the summer growing season, June 15 through September 15. Rates noted above do not  
112 apply.

113  
114 Seasonal Sewer Meter Fee is \$251.75.

115  
116 WATER FEES:

117 Water Connection Fee

118  
119 Single Family \$300

120 Multi-Family/Commercial \$375

121  
122 Customer classification definitions for determining water connection and extension permit  
123 fees:

124  
125 Single Family Residential – A unit providing housing for one household; with less than 25% of  
126 the building area used for business or commercial purposes.

127

128 Multi-Family Residential- A building or lot occupied by more than one household: contained  
 129 within one building or several building within one complex. Examples of multi-family units  
 130 includes duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and  
 131 multiple structures on one lot (where units are normally rented or occupied for longer than one  
 132 month at a time). Examples of units not considered as multi-family include hotels, motels,  
 133 B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one  
 134 month at a time.)

135  
 136 Commercial - Any user not defined as Residential.

137  
 138 Water Rate Schedule.

139  
 140 All water utility services shall be billed according to the following schedule. This schedule is for  
 141 monthly water service and is in addition to any charges for connecting or disconnecting the  
 142 service, installation of the service or any assessment of the improvements.

143

| Rates                                    | Water           | Table III           |
|--|-----------------|---------------------|
| <b>Customer Classification</b>           | Monthly Service | Usage Charge/Gallon |
| <b>Lift-Station Customer</b>             | <b>\$ 19.00</b> | <b>\$0.0109</b>     |
| <b>Non-Lift-Station Customer</b>         | <b>\$ 19.00</b> | <b>\$0.0109</b>     |
| <b>Multi-units (additional per unit)</b> | <b>\$ 5.00</b>  |                     |
| Bulk Water                               | <b>\$ 19.00</b> | <b>\$0.0149</b>     |

144

145

146 Customer classification definitions for determining water rates:

147

148 Bulk Water Customers: The bulk water customers are the resellers of water or water users who  
 149 purchase water from the water plant directly and are not in the metered water distribution  
 150 system.

151

152 Non-Bulk Customers: All customers who receive water from the metered water distribution  
 153 system.

154

155 Multi-Units: An additional \$5 monthly charge shall apply to each of the units of a building or lot  
 156 occupied by more than one household or commercial entity contained within one building or

157 several buildings within one complex. Examples of multi-family units include duplexes, four-  
158 plexes and up, apartments, condominiums, co-housing projects, and multiple structures on  
159 one lot (where units are normally rented or occupied for longer than one month at a time).  
160 Examples of units not considered as multi-family include hotels, motels, and B&B's seasonal  
161 rooms/cabins (where units are routinely rented or occupied for less than one month at a time.)  
162

163 This fee applies to all multi-unit structures defined in the sewer section of this for apartments,  
164 rental units or multi-unit buildings where each unit would have one or more restrooms and are  
165 intended to be rented on a monthly basis where there is only one meter installed, excluding a  
166 rental building restroom used for shared or public use.

167  
168 Meter Size Deposits.  
169

| <u>Size (inches)</u> | <u>Residential Users</u> | <u>Nonresidential Users</u> |
|----------------------|--------------------------|-----------------------------|
| 5/8                  | \$75.00                  | \$220.00                    |
| 3/4                  | \$80.00                  | \$230.00                    |
| 1                    | \$90.00                  | \$250.00                    |
| 1-1/2                | \$115.00                 | \$310.00                    |
| 2                    | \$150.00                 | \$370.00                    |
| 3                    | \$220.00                 | \$525.00                    |
| 4                    | \$310.00                 | \$730.00                    |
| 6                    | \$520.00                 | \$1,225.00                  |

170  
171 \$750 meter deposit shall apply to metered fire hydrant connections. The deposit will be  
172 returned when the meter is returned undamaged. This deposit may be waived upon the  
173 recommendation of the Public Works Superintendent.

174  
175 If a bulk water customer purchases a meter from the City for measuring the quantity of water  
176 purchased, it shall be exempt from the monthly meter service charge. It is the responsibility of  
177 the bulk water customer to maintain that meter so the City can accurately determine the  
178 amount of water being purchased. In the event the meter fails, it is the bulk water customer's  
179 responsibility, at its expense, to repair it or purchase a replacement meter from the City. The  
180 City may at any time test the meter for accuracy.

181  
182 PASSED AND ADOPTED by the City Council of Homer, Alaska, this \_\_\_\_ day of June,  
183 2014.  
184



CITY OF HOMER

---

MARY E. WYTHE, MAYOR

ATTEST:

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JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Revenue amounts defined in CY2014 budget.





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121 x2222

(f) 907-235-3148

### Memorandum 14-090

**TO:** Mayor Wythe and Homer City Council

**FROM:** Walt Wrede

**DATE:** June 9, 2014

**SUBJECT:** Water and Sewer Rates

The Homer City Council recently adopted a new water and sewer rate model and a new rate schedule which both became effective January 1, 2014. When the new model and schedule were adopted, the Council decided to go back to reviewing and setting water and sewer rates on an annual rather than a biennial basis. The Council committed to reviewing the schedule again in June 2014 and establishing rates for the year July 1, 2014 through June 30, 2015. The June 9, 2014 Council agenda contains a resolution setting the rates for the year beginning July 1, 2014.

It has only been five months since the new rates have been implemented. The Administration does not think that there is enough data over a long enough period of time, to support changes to either the model or the rates themselves. We would recommend approving rates for the year beginning July 1, 2014 and ending June 30 2015 that are the same as the current rates. The rates contained in the resolution are exactly the same as the rates currently in place. Attached is current information on water and sewer revenues and expenses provided by Finance Director John Li.

Kachemak City continues to have concerns about how the sewer rates are applied to its residents. In short, the City believes that the rates are too high and cannot be justified. Attached are several correspondences between Mayor Morris and me for your information. Council should anticipate that it will receive more information and requests for rate amendments from Kachemak City and its residents. The Council can certainly adjust the rates if it deems appropriate. Let us know and we will provide any information needed. You might recall that we were supposed to completely rewrite the sewer agreement between the two cities. That project is a work in progress and is not done at this time.

Since water and sewer rates are always of great interest to segments of the community, I would recommend that the resolution be held over to June 23 and a public hearing held at that time.

**RECOMMENDATION:**

Approve Resolution 14-060 which establishes the water and sewer rates for the year beginning July 1, 2014 and ending June 30, 2015. Keep the rates the same as those presently established. Postpone Resolution 14-060 to June 23 and have a public hearing.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Finance Department

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121

(f) 907-235-3140

Dear Water and Sewer Customers,

The Homer City Council passed Resolution 13-048(S-2(A-3)) on August 12, 2013. The Resolution modified the water and Sewer rate structure, which will take effect on January 1, 2014.

| <u>Water Rates</u>                              | <u>2014 Rate</u>          |
|---|---------------------------|
| Monthly Service Fee (all users)                 | \$19                      |
| Additional Monthly Fee per Unit for Multi-units | \$5                       |
| Per gallon rate (Residential & Commercial)      | \$0.0109 (\$10.9/1000gal) |
| Bulk Water Buyers per gallon rate               | \$0.0149 (\$14.9/1000gal) |

| <u>Sewer Rates for Water Customers</u>          | <u>2014 Rate</u>          |
|---|---------------------------|
| Monthly Service Fee (all users)                 | \$0                       |
| Additional Monthly Fee per Unit for Multi-units | \$5                       |
| Lift-Station Per gallon rate (Residential)      | \$0.0218 (\$21.8/1000gal) |
| Non-Lift Station Per gallon rate (Residential)  | \$0.0147 (\$14.7/1000gal) |
| Lift-Station Per gallon rate (Commercial)       | \$0.0218 (\$21.8/1000gal) |
| Non-Lift Station Per gallon rate (Commercial)   | \$0.0147 (\$14.7/1000gal) |

| <u>Sewer Rates for Sewer ONLY Customers</u><br><u>(3,500 Gallons/month of sewage applied)</u> | <u>2014 Rate</u>          |
|---|---------------------------|
| Monthly Service Fee (all users)   | \$5                       |
| Additional Monthly Fee per Unit for Multi-units   | \$5                       |
| Lift-Station Per gallon rate (Residential)  | \$0.0218 (\$21.8/1000gal) |
| Non-Lift Station Per gallon rate (Residential)  | \$0.0147 (\$14.7/1000gal) |
| Lift-Station Per gallon rate (Commercial)   | \$0.0218 (\$21.8/1000gal) |
| Non-Lift Station Per gallon rate (Commercial)   | \$0.0147 (\$14.7/1000gal) |
| Monthly fee for Septic Pumping Serves   | \$7.75                    |

Rates for other services that are not list above such as connections, disconnections, inspections, permits, and **sewage receiving** (for customers who are not connected to the sewer treatment plant) remain the same.

There will be a lot of changes in our Water & Sewer Billing System. We will do our best to minimize mistakes that would cause inconveniences to our customers. We would like to ask you to carefully examine your invoices with the new rates applied. This is to make sure that you are billed correctly with respect of the new rates and the zoning differentiation (Lift-zone customers pay a higher rate).

Please see the enclosed copy of Resolution 13-048(S-2(A-3)).

Thank you!



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**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 13-048(S-2)(A-3)**

A RESOLUTION OF THE HOMER CITY COUNCIL  
AMENDING THE CITY OF HOMER FEE SCHEDULE UNDER  
WATER AND SEWER FEES.

WHEREAS, Water and sewer utility services shall be reviewed annually and if amended, shall take effect as of January 1, 2014.

WHEREAS, The Water and Sewer Rate Task Force reviewed the current rate model and proposed rates for 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Homer, Alaska, that the City of Homer Fee Schedule, Water and Sewer Fees are amended as follows:

**WATER AND SEWER FEES:**

(The following fees have been set by the following legislative enactment HCC Title 14, new fees set forth in Ordinance 11-43, Resolution 11-062(A), Resolution 09-47(S)(A), Resolution 09-48(S)(A), Resolution 07-119 (A), Resolution 07-120(A), Ordinance 06-62(A), Resolution 06-04, Resolution 05-125, Resolution 05-122, Resolution 05-121(A), Resolution 05-09, Resolution 04-95, Resolution 04-94(S)(A), Resolution 03-159, Resolution 02-80, Resolution 01-80(A), Resolution 00-123, Resolution 00-34, Ordinance 00-02, Ordinance 97-17(A), amending the rates set forth in Ordinance 97-5(S)(A), with amendments by Ordinance 97-7, Ordinance 97-13 and Ordinance 97-14).

Public Works - 235-3170

City Hall - 235-8121

Billing - 235-8121 x2240

A 15% admin. fee for replacement parts for water/sewer services, functions, pressure reducing valves, sewer saddles, any Public Works Department stock item for resale to public.

Establishing service includes a one-time disconnect - \$30

Service calls, inspections, repairs not to exceed one hour - \$25 per employee plus equipment and materials.

Service calls, inspections and repairs during normal operating hours in excess of one hour labor: actual labor costs by City plus equipment and materials.

Service calls, inspections and repairs after normal operating hours or on weekends/holidays: \$50 minimum plus equipment and materials or actual cost incurred by City, whichever is greater.

47 SEWER FEES:  
 48 Sewer Connection and Extension Permit Fee

49  
 50 Single Family \$255  
 51 Multi-Family/Commercial \$330

52  
 53 Customer classification definitions for determining sewer connection and extension permit fees:

54  
 55 Single Family Residential – A unit providing housing for one household; with less than 25% of  
 56 the building area used for business or commercial purposes.

57  
 58 Multi-Family Residential- A building or lot occupied by more than one household: contained  
 59 within one building or several building within one complex. Examples of multi-family units  
 60 includes duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and  
 61 multiple structures on one lot (where units are normally rented or occupied for longer than one  
 62 month at a time). Examples of units not considered as multi-family include hotels, motels,  
 63 B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one  
 64 month at a time.)

65  
 66 Commercial - Any user not defined as Residential.

67  
 68 Sewer Rate Schedule.

69  
 70 All sewer utility services shall be billed according to the following schedule (Table I, II). This  
 71 schedule is for monthly sewer services and is in addition to any charges for connecting or  
 72 disconnecting the service, installation of the service or any assessment of the improvements.

| Rates                             |                       |      | Table I         |                     |
|-----------------------------------|-----------------------|------|-----------------|---------------------|
| Customer Classification           | Sewer                 |      | Monthly Service | Usage Charge/Gallon |
|                                   | Lift-Station Customer | \$   | -               | \$0.0218            |
| Non-Lift-Station Customer         |                       |      |                 | \$0.0147            |
| Multi-units (additional per unit) | \$                    | 5.00 |                 | N/A                 |

73  
 74  
 75  
 76  
 77  
 78



| <b>Rates</b>                       |                            | <b>Table II</b>        |  |
|------------------------------------|----------------------------|------------------------|--|
| <b>Sewer ONLY Customers</b>        | <b>Sewer</b>               |                        |  |
|                                    | Fees/Rate/Usage            | Per Customer Per Month |  |
| <b>Lift-Station Customer</b>       | <b>\$0.0218/Gal</b>        | <b>\$76.30</b>         |  |
| <b>Non-Lift-Station Customer</b>   | <b>\$0.0147/Gal</b>        | <b>\$51.45</b>         |  |
| Monthly Service                    | <b>\$5.00/customer/mo.</b> | <b>\$5.00</b>          |  |
| Pumping Fee <i>(If Applicable)</i> | <b>\$7.75/customer/mo.</b> | <b>\$ 7.75</b>         |  |
| Assumption: Avg. Sewer Usage       | <b>3500 Gal/Mo.</b>        |                        |  |

79 Customer classification definitions for determining sewer rates:  
 80  
 81 Lift Station Zone Customer: There are eleven sewage lift/pump stations that are used for  
 82 pumping wastewater or sewage from areas with lower elevation than the treatment plant.  
 83 Customers who are located in these areas shall be charged additional fees for the cost added to  
 84 the services (see Table I & II).  
 85  
 86 Non-Lift Station Zone Customer: Customers who are located in the zone that do not need  
 87 lift/pump station services.  
 88  
 89 Sewer System Dischargers (Sewer ONLY customers): Customers who use sewer service only  
 90 shall be charged a monthly fee of \$5 plus sewer usage fee based on assessed volume of 3,500  
 91 gallons per month multiplied by the applicable sewage rate (see Table II). Kachemak City Local  
 92 Improvement District (LID) members have contributed to the initial cost of the sewer treatment  
 93 plant and the collection system. For Kachemak City LID dischargers connected within the LID,  
 94 the City of Homer shall bill Kachemak City in one single bill at the Lift-Station Zone Rate of  
 95 \$89.05 (\$76.30 +\$5 +\$7.75) per month per customer. Kachemak City shall be responsible for  
 96 payment to the City of Homer.  
 97  
 98 Domestic sewer service customers who use large quantities of City water in addition to their  
 99 domestic use shall be allowed, with the Public Works Director's approval, to install an additional  
 100 water meter on the domestic water use line for the purpose of metering and charging for  
 101 domestic sewer system use. Sewer system use will be billed monthly.  
 102  
 103 The City will allow, upon approval by Public Works and a permit from the Public Works  
 104 Department, a second water usage meter – called a seasonal sewer meter – for each customer that  
 105 desires to measure the flow of City water that is not discharged to the sewer system during the  
 106 summer growing season, June 15 through September 15. Rates noted above do not apply.  
 107  
 108 Seasonal Sewer Meter Fee is \$251.75.  
 109

110 **WATER FEES:**  
 111 Water Connection Fee  
 112  
 113 Single Family \$300  
 114 Multi-Family/Commercial \$375  
 115

116 Customer classification definitions for determining water connection and extension permit fees:

117  
 118 Single Family Residential – A unit providing housing for one household; with less than 25% of  
 119 the building area used for business or commercial purposes.  
 120

121 Multi-Family Residential- A building or lot occupied by more than one household: contained  
 122 within one building or several building within one complex. Examples of multi-family units  
 123 includes duplexes, four-plexes and up, apartments, condominiums, co-housing projects, and  
 124 multiple structures on one lot (where units are normally rented or occupied for longer than one  
 125 month at a time). Examples of units not considered as multi-family include hotels, motels,  
 126 B&B's seasonal rooms/cabins (where units are routinely rented or occupied for less than one  
 127 month at a time.)  
 128

129 Commercial - Any user not defined as Residential.  
 130

131 Water Rate Schedule.  
 132

133 All water utility services shall be billed according to the following schedule. This schedule is for  
 134 monthly water service and is in addition to any charges for connecting or disconnecting the  
 135 service, installation of the service or any assessment of the improvements.  
 136

| Rates                                    | Water Table III |                     |
|--|-----------------|---------------------|
|  | Monthly Service | Usage Charge/Gallon |
| <b>Customer Classification</b>           |                 |                     |
| <b>Lift-Station Customer</b>             | \$ 19.00        | \$0.0109            |
| <b>Non-Lift-Station Customer</b>         | \$ 19.00        | \$0.0109            |
| <b>Multi-units (additional per unit)</b> | \$ 5.00         |                     |
| Bulk Water                               | \$ 19.00        | \$0.0149            |

137  
 138  
 139 Customer classification definitions for determining water rates:  
 140

141 Bulk Water Customers: The bulk water customers are the resellers of water or water users who  
 142 purchase water from the water plant directly and are not in the metered water distribution system.  
 143

144 Non-Bulk Customers: All customers who receive water from the metered water distribution  
 145 system.  
 146

147 Multi-Units: An additional \$5 monthly charge shall apply to each of the units of a building or lot  
148 occupied by more than one household or commercial entity contained within one building or  
149 several buildings within one complex. Examples of multi-family units include duplexes, four-  
150 plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one  
151 lot (where units are normally rented or occupied for longer than one month at a time). Examples  
152 of units not considered as multi-family include hotels, motels, and B&B's seasonal rooms/cabins  
153 (where units are routinely rented or occupied for less than one month at a time.)  
154

155 This fee applies to all multi-unit structures defined in the sewer section of this for apartments,  
156 rental units or multi-unit buildings where each unit would have one or more restrooms and are  
157 intended to be rented on a monthly basis where there is only one meter installed, excluding a  
158 rental building restroom used for shared or public use.  
159

160 Meter Size Deposits.  
161

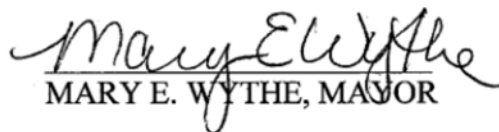
| <u>Size (inches)</u> | <u>Residential Users</u> | <u>Nonresidential Users</u> |
|----------------------|--------------------------|-----------------------------|
| 5/8                  | \$75.00                  | \$220.00                    |
| 3/4                  | \$80.00                  | \$230.00                    |
| 1                    | \$90.00                  | \$250.00                    |
| 1-1/2                | \$115.00                 | \$310.00                    |
| 2                    | \$150.00                 | \$370.00                    |
| 3                    | \$220.00                 | \$525.00                    |
| 4                    | \$310.00                 | \$730.00                    |
| 6                    | \$520.00                 | \$1,225.00                  |

162  
163 \$750 meter deposit shall apply to metered fire hydrant connections. The deposit will be returned  
164 when the meter is returned undamaged. This deposit may be waived upon the recommendation  
165 of the Public Works Superintendent.  
166

167 If a bulk water customer purchases a meter from the City for measuring the quantity of water  
168 purchased, it shall be exempt from the monthly meter service charge. It is the responsibility of  
169 the bulk water customer to maintain that meter so the City can accurately determine the amount  
170 of water being purchased. In the event the meter fails, it is the bulk water customer's  
171 responsibility, at its expense, to repair it or purchase a replacement meter from the City. The City  
172 may at any time test the meter for accuracy.  
173

174 PASSED AND ADOPTED by the City Council of Homer, Alaska, this 12<sup>th</sup> day of  
175 August, 2013.  
176

177 CITY OF HOMER

178  
179  
180   
181 MARY E. WYTHE, MAYOR  
182  
183

184 ATTEST:

185

186

187

188   
JO JOHNSON, CMC, CITY CLERK

189

190 Fiscal Note: Revenue amounts not defined in CY2013 budget.





## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121 x2222

(f) 907-235-3148

May 28, 2014

Mayor Philemon D. Morris

City of Kachemak

P.O. Box 958

Homer, AK. 99603

**SUBJECT:** Kachemak City Sewer Rates

Dear Mayor Morris:

The City of Homer is in receipt of your letter dated March 14, 2014. In order to avoid any confusion, I want to make it clear for the record that the Homer City Council did not postpone dealing with Kachemak City's concerns. The City Council listened to testimony and considered Kachemak City's arguments on several occasions as you know. The Council established a sewer rate for Kachemak City customers after a significant amount of discussion and deliberation. Your arguments did not fall on deaf ears. You just did not get the result you desired. Kachemak City will be expected to pay the adopted rates unless and until the Homer City Council makes adjustments.

As you know, the Homer City Council intends to consider water and sewer fees again in June for the year beginning July 1, 2014 through June 30, 2015. Since the new model and rates have only been in effect for about five months, there really is not enough data available to support changing the model or the rates. Therefore, at this time, I do not anticipate that the Council will make any adjustments, although they could.

This does offer another opportunity for Kachemak City to present its case. The Council, if it deems appropriate and justified, could modify the sewer rates for Kachemak City residents. A resolution establishing the water and sewer rates for the next year is on the June 9 Council agenda. I anticipate that the Council may hear the resolution again and hold a public hearing on June 23. The Clerk's office can provide you with scheduling and agenda information.

With the above in mind, the City of Homer will continue to accept partial sewer payments from Kachemak City until the Homer City Council adopts new rates for the year beginning July 1, 2014. If the Council alters the rates for Kachemak City and/or takes action that is retroactive, we can make adjustments to the amount owed accordingly. The Finance Department records show that Kachemak City currently owes almost \$20,000 plus interest in unpaid sewer fees.

Thanks for your time and consideration. Please contact me if you have any questions or wish to discuss this matter further.

Sincerely,

Walt Wrede  
City Manager

# KACHEMAK, ALASKA

P.O. BOX 958, (VIA) HOMER, ALASKA 99603

PH. (907) 235-8897 FAX (907)235-8854

kachemak@xyz.net

June 5, 2014

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

Dear Walt:

Thank you for your letter of May 28, acknowledging our withholding of excess sewer user payments! We have been at our wits end trying to address this issue since last year. The problem is that we are being charged for more sewer usage than we are generating into the system. In addition, there is no mechanism to reduce fees by conservation or for extended times when homes are vacant.

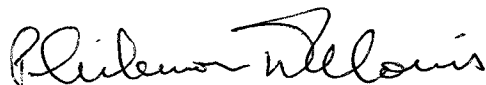
The new rate model, based on water usage does not work if no attempt is made to adequately estimate Kachemak flows. We went to considerable lengths to generate accurate measurements for a representative sample of 55 homes and one business out of 131 connections. The results of the study averaged 2039 gallons per month including the Bear Creek Winery. We are thus being charged for 59% more water than we are using. This discrepancy cannot be blown off by an inattentive council.

According to your letter of May 28, there will not be an opportunity for further negotiations this year. We are under considerable pressure from our constituents to resist these arbitrary and capricious charges which completely flaunt the intent of fair and equal treatment outlined in our existing Memorandum of Understanding. We have had legal advice that this issue goes against both the existing IGA and MOU, but we would like to settle it internally between our two communities and not get into a lengthy and costly legal battle, but we do not know how to do that if your council refuses to negotiate.

After last fall's performance I am in no mood to give a three minute lecture on simple math to your council.

In a final attempt to get his issue resolved we would like to suggest a meeting with representatives from our council, your council, and City of Homer public works to come up with a solution. At our meeting next Wednesday I will be appointing two Kachemak City Council members to work with your council on such a proposal, should your council be interested in a resolution.

Sincerely,



Philemon D. Morris, Mayor

# CITY OF KACHEMAK, ALASKA

Box 958

Homer, Alaska 99603

kachemak@xyz.net

(907) 235-8854 phone (907) 235-8854 fax

March 14, 2014

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

Dear Walt:

In light of the postponement of dealing with our concerns over the new sewer rates, Kachemak City has decided to return to the rate that existed in 2013. In other words, we will be paying Homer the base rate of \$51.40, plus \$7.75 for those sewers which will be pumped, beginning with this March 15, 2014 payment that was billed on February 27, 2014. I will not go over the lengthy issues that have brought us to this point, but we will continue to pay the old rate until later this summer when the Homer Council reviews the current rate structure and rationalizes Kachemak's share of costs.

In the future, should Homer and Kachemak agree on an equitable arrangement, Kachemak City will consider retroactively adjusting our payments to reflect the renegotiated rate structure. Until then we eagerly await an invitation to negotiate.

Sincerely,

*Philemon D. Morris*  
*by Hazel Achupke*

Philemon D. Morris  
Mayor

Enclosure check # 10261 \$7,658.50  
126 sewers @ \$59.15=\$7,452.90  
4 sewers @ \$51.40=\$ 205.60



# ORDINANCE(S)



# CITY MANAGER'S REPORT





# CITY OF HOMER

Community Recreation  
 600 E. Fairview Avenue  
 Homer, Alaska 99603

Telephone (907) 235-6090  
 Fax (907) 235-8933  
 Web Site  
[www.homercommunityrecreation.com](http://www.homercommunityrecreation.com)

Memo

To: Walt Wrede, City Manager  
 From: Mike Illg, Community Recreation Coordinator  
 Date: 6/17/2014  
 Re: City of Homer Community Recreation Report

The City of Homer Community Recreation program continues to be very popular service for our community members. Our activities through a partnership with the Kenai Peninsula Borough School District are located at Homer High School, Homer Middle School, West Homer Elementary and the city owned HERC building. Our mission statement is:

*“The City of Homer Community Recreation will promote community involvement and life-long learning through educational and recreational opportunities for people of all ages. This will be accomplished through maximizing usage of all community facilities and resources, while utilizing, expanding and uniting local business and school resources and expertise. Our program shall be designed to recognize cultural diversity and to address social and community concerns.”*

## Statistics

| Year | Events | Programs | Part. 0-19 | 20 & up | Total | Visits | Revenue  | Volunteers | Vol. Hours | Vol. Value |
|------|--------|----------|------------|---------|-------|--------|----------|------------|------------|------------|
| 2011 | 6      | 116      | 1,295      | 1,567   | 2,862 | 15,021 | \$30,158 | 76         | 2,632      | \$56,272   |
| 2012 | 5      | 96       | 1,258      | 1,765   | 3,023 | 18,000 | \$29,264 | 84         | 2,358      | \$51,781   |
| 2013 | 5      | 91       | 1,575      | 1,719   | 3,294 | 13,957 | \$33,227 | 75         | 2,925      | \$64,233   |

In 2011, there was **2,632** donated volunteer hours, in 2012, **2,358** hours and in 2013, **2,925** hours for a total of **7,915** donated volunteer hours over the last three years. This equates to a monetary value of **\$173,813 (\$29.96/hour\*)**.

Recreation Coordinator supervises **47 individual volunteers** who often volunteer for multiple activities and **27 contracted instructors**.

\*Source: [http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html)

| 2013-14 Classes & Events  |                    |                       |                         |
|---------------------------|--------------------|-----------------------|-------------------------|
| SPRING                    | SUMMER             | FALL                  | Winter                  |
| SPEC. EVENT               | SPEC. EVENT        | SPEC. EVENT           | SPEC. EVENT             |
| Wrestling Tournament      | Spit Run           | Ski Swap              | Telluride Film Fest (2) |
| Safe Kids Fair/Bike Rodeo |                    | Hunter Safety         | Ski Swap                |
|                           |                    |                       |                         |
| PRESCHOOL                 |                    | PRESCHOOL             | PRESCHOOL               |
| PlayGroup                 |                    | PlayGroup             | PlayGroup               |
|                           |                    |                       |                         |
| YOUTH & TEEN              | YOUTH & TEEN       | YOUTH & TEEN          | YOUTH & TEEN            |
| Popeye Wrestling          | Girl's Basketball  | Gymnastics Young Beg. | Playgroup               |
| Bruin Youth Basketball    | Youth Wrestling    | Gym. Young Beg. Equ.  | Youth Kayaking          |
| Youth Karate              | Youth Basketball   | Gym. Beg. T&V         | Youth Karate            |
| Young Beg. Tumbling       | Zumba Kids         | Gym. Inter. T&V       | Popeye Wrestling        |
| Beginner Tumbling         | Zumba Jr.          | Gym.Beg. Equ.         | ARTS & CRAFTS           |
| Beginner II Tumbling      | Tumbling           | Gym. Advance          | Lost Wax Casting        |
| Intermediate Tumbling     | Gymnastics         | Playgroup             | Silversmith 1           |
| Advanced Tumbling         | Gymn. Equipment    | Youth Kayaking        | Inter. Silversmith      |
| Beginner Equipment        | Youth Karate       | Youth Karate          |                         |
| Advanced Equipment        | MIXED AGES         | Youth BB Camp         | RECREATION              |
| Youth Soccer              | Fencing            | Bruin BB              | Dodgeball               |
|                           | Weight Room        |                       | Pickleball              |
| RECREATION                | Adult Karate       | ARTS & CRAFTS         | Volleyball League       |
| Pickleball Mon.           | Pick Up Basketball | Lost Wax Casting      | Women's BB League       |
| Pickleball Wed.           | Morning BB         | Silversmith 1         | Fencing                 |
| Pickleball Fri.           | Wed. Volleyball    | Inter. Silversmith    | Climbing                |
| Ping Pong                 | Ping Pong          |                       | Tuesday Basketball      |
| Wednesday Basketball      | Tango Dance        |                       | Thursday Basketball     |
| Tuesday Basketball        | Pick Up Soccer     | RECREATION            | BB Sponsorship          |
| Thursday Basketball       | Pickleball Mon.    | Pickleball Mon.       | BB League               |
| Women's Soccer            | Pickleball Wed.    | Pickleball Wed.       | Sunday Soccer           |
| Sunday Soccer             | Pickleball Fri.    | Pickleball Fri.       | Wednesday Soccer        |
| Wednesday Soccer          |                    | Dodgeball             | Women's Soccer          |
| Friday Soccer             |                    | Pickleball            | Beginner Volleyball     |
| Beginner Volleyball       |                    | Volleyball League     | Advanced Volleyball     |
| Advanced Volleyball       |                    | Fencing               | Pickleball Mon.         |
| Ball Room Dance           |                    | Climbing              | Pickleball Wed.         |
| Bellydance 1              |                    | Tuesday Basketball    | Pickleball Fri.         |
| Bellydance 2              |                    | Thursday Basketball   | DANCE                   |
| Climbing                  |                    | BB Sponsorship        | Ball Room Dance         |
| Fencing                   |                    | BB League             | Bellydance 1            |
|                           |                    | Sunday Soccer         | Bellydance 2            |
|                           |                    | Wednesday Soccer      |                         |
| HEALTH & FITNESS          |                    |                       | HEALTH & FITNESS        |
| Weight Room               |                    | Women's Soccer        | Weight Room             |
| Karate                    |                    | Beginner Volleyball   | Karate                  |
| HOME & SAFETY             |                    | Advanced Volleyball   | Pilates                 |
| Hunter Ed                 |                    | Women's BB League     | Tai Chi                 |
| Spanish                   |                    | DANCE                 |                         |
| Online Classes            |                    | Tango                 |                         |

|  |                             |                          |
|--|-----------------------------|--------------------------|
|  | Bellydance 1                | <b>HOME &amp; SAFETY</b> |
|  | Ball Room Dance             | Spanish                  |
|  |                             | Refurbish Class          |
|  | <b>HEALTH &amp; FITNESS</b> | Online Classes           |
|  | Weight Room                 |                          |
|  | Karate                      |                          |
|  | Pilates                     |                          |
|  | Tai Chi                     |                          |
|  | <b>HOME &amp; SAFETY</b>    |                          |
|  | Spanish                     |                          |
|  | Online Classes              |                          |

Growing programs Every year we are seeing an increase in participation with existing programs and the request for new activities.

- Popeye Youth wrestling (90+)
- Pickle Ball (30+)
- Bruins Youth Basketball (40+)
- Pick Up Basketball (at least 20 participants each night) 3 times a week

NEW Activities

- Co-Ed Volleyball (over 60 participants) for participants ages 16 and older.
- Women’s Basketball League (participants 16 and up) (40 participants)
- Zumba Kids & Zumba Kids Jr (summer classes)
- Dodge Ball
- Ball Room dancing
- Contra Dancing

I will report that there have been numerous request for classes and activities from community members, potential volunteers and instructors but we simply do not have the time and space to meet these requests. Another indicator of increase participation is the revenue collected so far. As of June 17, 2014, CR has collected \$20,700 in class fees compared to \$15,000 in 2013 and \$12,000 in 2012.

School Climate

I am very pleased to report that there has been excellent support and communication from local school administration and staff for the Community Recreation program. This makes a huge difference in trying to operate and schedule programs around school district activities. Because school district activities have precedent over CR activities, there are times when our programs are cancelled or moved. I am also working with the school district in regards to assisting with scheduling local field activity during the summer months.

### Artificial turf

The presence of artificial turf in our community will expand the recreation and wellness opportunities for visitors and local alike. While it is a borough field, there are expectations to have many activities on the field beyond school district activities, including organized CR activities. I will and have been working closely with the school and borough staff to assist with facilitating use. The presence of the artificial field will allow for activities beyond the typical summer months usage and allow for additional events within the shoulder seasons providing a boost to the local economy with visiting teams making their way to Homer.

### Alaska Recreation & Parks Association (ARPA) 2015 Conference

I am excited to announce that the Alaska Recreation & Parks Association (ARPA) Conference will be held in Homer in the fall of 2015. The Alaska Recreation & Parks Association is the state chapter of the National Recreation and Parks Association (NRPA) and has over 250 plus members of parks and recreation professionals from different agencies throughout the state. The five major branches of this organization are: aquatics, citizen's board, parks maintenance, recreation services, therapeutic & adaptive recreation and wild lands. Parks and recreation services play a significant role throughout Alaska's tourism industry and this will be an opportunity to showcase Homer's parks and recreation infrastructure and services while providing educational and informational sessions to the participants. We will be requesting the City's support and participation as we continue to plan for this exciting event.

### Parks, Art, Recreation and Culture Needs Assessment

This important needs assessment will ideally provide adequate information and feedback from the community in regards to parks, arts, recreation and culture in the Homer community. I believe this will be an important document not only for the Homer residents utilizing local services but will also help the greater Homer area plan for the future relating to quality of life, economic development and tourism.



HERC Building

The demand for using the HERC gym is extremely strong and apparent as CR had to turn away activities requested by community members. Here is a typical schedule:

| GYM        | Monday          | Tuesday    | Wednesday       | Thursday        | Friday          | Saturday | Sunday   |
|------------|-----------------|------------|-----------------|-----------------|-----------------|----------|----------|
| 10:30-12PM | Playgroup       |            |                 |                 | Playgroup       |          |          |
| 12-1PM     | Pickle Ball     |            |                 |                 |                 | Open Gym |          |
| 2-4PM      |                 | Youth BB   |                 |                 |                 |          | Youth BB |
| 3:30-5PM   | Youth Wrestling |            | Youth Wrestling | Youth Wrestling | Youth Wrestling |          |          |
| 5:30-8PM   | Pickleball      | Women's BB | Pickleball      |                 | Pickleball      |          |          |

All of these activities simply would not take place if the HERC gym was not available. While some of these activities have been in the schools, many have been bumped from the schools moving the activities to the HERC. There is also a significant amount of participants at the local skateboard park and basketball court located in the HERC property. These passive recreational opportunities are difficult to estimate how many people are using them but I would guess 10-20 throughout the day.

**HERC Gym Stats**

**Jan. 2013 to present**

| Activity                  | When             | Participants | Visits      | Revenue        |
|---------------------------|------------------|--------------|-------------|----------------|
| <b>Playgroup</b>          | Sept-Apr<br>Year | 107          | 853         | \$909          |
| <b>Pickle Ball</b>        | Round            | 60           | 2608        | \$4,194        |
| <b>Youth Basketball</b>   | Feb-Mar          | 58           | 1329        | \$637          |
| <b>Youth Wrestling</b>    | Feb-Apr          | 92           | 4416        | \$1,418        |
| <b>Women's Basketball</b> | Mar-May          | 25           | 325         | \$1,000        |
| <b>Total:</b>             |                  | <b>342</b>   | <b>9531</b> | <b>\$8,158</b> |

There are many proven studies that proves municipal recreational services provide many important and beneficial results including; increasing property values, attracting businesses to a community, reducing crime, extend life expectancy, improve quality of life, reduce childhood obesity (see stats below), strengthen neighborhoods and sense of community and attracting new residents to a community. While our community enjoys and offers many outdoor recreational opportunities during the warmer summer months, the Community Recreation program strives to fulfill the crucial need of indoor recreational opportunities during the colder months, especially considering our state has the highest rates of depression and suicide in the United States.

While I understand there are current discussions with potential alternate uses of the HERC building/property, I highly recommend that this building/property be designated for parks and recreation purposes considering its current use, historical use, proximity to local schools and downtown foot traffic.

The Alaska Department of Health and Social Services shares that obesity continues to be a serious health concern in Alaska. In 2011, 65% of adults were overweight or obese and the state has high rates of childhood and youth obesity. Overweight and obesity are alarming because both conditions increase the risk for a number of health problems, including chronic diseases, which can lead to reduced quality of life, premature death, and substantial healthcare - and productivity-related costs.

- 26% of Alaskan high school students are overweight or obese; 12% are classified as obese (2013)
- 45% of Alaskan high school students drink one or more soda or sugary drink each day (2013).
- 52% of Alaskan high school students watch TV, videos, or use a computer for non-academic reasons for three or more hours of each day (2013).
- 79% of Alaskan high school students do not meet the physical activity recommendation of 60 minutes every day (2013).
- 75% of Alaskan adults do not meet the aerobic and muscle strengthening physical activity recommendation (2011)
- 74% of Alaskan adults watch TV, videos, DVDS or use a computer outside of work for more than 2 hours every day (2011)
- 42% of Alaskan adults drink at least one sugar sweetened beverage soda a day (2011)

<http://dhss.alaska.gov/dph/Chronic/Pages/Obesity/default.aspx>

# CITY ATTORNEY REPORT



# COMMITTEE REPORTS



PENDING BUSINESS





**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-20**

An Ordinance of the Homer City Council Amending Homer City Code 21.18.030, Conditional Uses and Structures, 21.24.030, Conditional Uses and Structures, and 21.26.030, Conditional Uses and Structures, to Add Farmers' Market as a Conditional Use in the Central Business District, General Commercial 1 and General Commercial 2 Zoning Districts.

Sponsor: Roberts

1. City Council Regular Meeting May 12, 2014 Introduction and Referred to Planning Commission
2. City Council Regular Meeting June 23, 2014 Returned from the Planning Commission
  - a. Substitute Ordinance 14-20(S) as recommended by the Planning Commission
  - b. Memorandum 14-105 from City Planner as backup
  - c. Staff Reports 14-48 & 14-50, Excerpts from Planning Commission meeting minutes May 12 and 21, 2014 and June 4, 2014, and Ordinance 14-20 revised



1 CITY OF HOMER  
2 HOMER, ALASKA

3  
4 ORDINANCE 14-20

5 Roberts

6 AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING  
7 HOMER CITY CODE 21.18.030, CONDITIONAL USES AND  
8 STRUCTURES, 21.24.030, CONDITIONAL USES AND  
9 STRUCTURES, AND 21.26.030, CONDITIONAL USES AND  
10 STRUCTURES, TO ADD FARMERS' MARKET AS A  
11 CONDITIONAL USE IN THE CENTRAL BUSINESS DISTRICT,  
12 GENERAL COMMERCIAL 1 AND GENERAL COMMERCIAL 2  
13 ZONING DISTRICTS.  
14

15 WHEREAS, The Homer City Code defines a Farmers market as a location where the  
16 primary activity is the sale of goods grown upon the land of the seller; and  
17

18 WHEREAS, Farmers' markets are permitted outright in the Town Center Zoning  
19 district; and  
20

21 WHEREAS, Farmers' markets have become popular and necessary parts of  
22 communities nation-wide; and  
23

24 WHEREAS, Farmers' markets should be centrally located in relation to an area's  
25 population.  
26

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

29 Section 1. Homer City Code 21.18.030, Conditional uses and structures, is amended to  
30 read as follows:  
31

32 21.18.030 Conditional uses and structures. The following uses may be permitted in the  
33 Central Business District when authorized by conditional use permit issued in accordance with  
34 Chapter 21.71 HCC:

- 35 a. Planned unit developments, excluding all industrial uses;
- 36 b. Indoor recreational facilities and outdoor recreational facilities;
- 37 c. Mobile home parks;
- 38 d. Auto fueling stations;
- 39 e. Public utility facilities and structures;
- 40 f. Pipeline and railroads;
- 41 g. Heliports;
- 42 h. Greenhouses and garden supplies;
- 43 i. Light or custom manufacturing, repair, fabricating, and assembly, provided such use,  
44 including storage of materials, is wholly within an enclosed building;

- 45 j. Shelter for the homeless, provided any lot used for such shelter does not abut a
- 46 residential zoning district;
- 47 k. More than one building containing a permitted principal use on a lot;
- 48 l. Group care homes and assisted living homes;
- 49 m. Drive-in car washes, but only on the Sterling Highway from Tract A-1 Webber
- 50 Subdivision to Heath Street;
- 51 n. One small wind energy system having a rated capacity exceeding 10 kilowatts;
- 52 provided, that it is the only wind energy system of any capacity on the lot;
- 53 **o. Farmers' markets;**
- 54 **p.** Other uses approved pursuant to HCC 21.04.020.
- 55

56 Section 2. Homer City Code 21.24.030, Conditional uses and structures, is amended to  
57 read as follows:

- 58
- 59 21.24.030 Conditional uses and structures. The following uses may be permitted in the  
60 General Commercial 1 District when authorized by conditional use permit issued in accordance  
61 with Chapter 21.71 HCC:
- 62 a. Campgrounds;
  - 63 b. Crematoriums;
  - 64 c. Multiple-family dwelling;
  - 65 d. Public utility facility or structure;
  - 66 e. Mobile home parks;
  - 67 f. Planned unit developments;
  - 68 g. Townhouses;
  - 69 h. Pipelines and railroads;
  - 70 i. Heliports;
  - 71 j. Shelter for the homeless, provided any lot used for such shelter does not abut an RO,
  - 72 RR, or UR zoning district;
  - 73 k. More than one building containing a permitted principal use on a lot;
  - 74 l. Day care facilities; provided, however, that outdoor play areas must be fenced;
  - 75 m. Other uses approved pursuant to HCC 21.04.020;
  - 76 n. Indoor recreational facilities;
  - 77 o. Outdoor recreational facilities;
  - 78 **p. Farmers' markets.**
  - 79

80 Section 3. Homer City Code 21.26.030, Conditional uses and structures, is amended to  
81 read as follows:

- 82
- 83 21.26.030 Conditional uses and structures. The following uses may be permitted in the  
84 General Commercial 2 District when authorized by conditional use permit issued in accordance  
85 with Chapter 21.71 HCC:
- 86 a. Mobile home parks;
  - 87 b. Construction camps;

- 88 c. Extractive enterprises, including the mining, quarrying and crushing of gravel, sand
- 89 and other earth products and batch plants for asphalt or concrete;
- 90 d. Bulk petroleum product storage above ground;
- 91 e. Planned unit developments, excluding residential uses;
- 92 f. Campgrounds;
- 93 g. Junk yard;
- 94 h. Kennels;
- 95 i. Public utility facilities and structures;
- 96 j. Pipelines and railroads;
- 97 k. Impound yards;
- 98 l. Shelter for the homeless, provided any lot used for such shelter does not abut an
- 99 urban, rural or office residential zoning district;
- 100 m. More than one building containing a permitted principal use on a lot;
- 101 n. Day care facilities; provided, however, that outdoor play areas must be fenced;
- 102 o. Group care homes and assisted living homes;
- 103 p. Other uses approved pursuant to HCC 21.04.020;
- 104 q. Indoor recreational facilities;
- 105 r. Outdoor recreational facilities;
- 106 **s. Farmers' markets.**

107  
108 Section 4. This Ordinance is of a permanent and general character and shall be  
109 included in the City Code.

110  
111 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of  
112 \_\_\_\_\_ 2014.

113  
114 CITY OF HOMER

115  
116  
117 \_\_\_\_\_  
118 MARY E. WYTHE, MAYOR

119  
120 ATTEST:

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122  
123 \_\_\_\_\_  
124 JO JOHNSON, MMC, CITY CLERK

125  
126  
127 AYES:

128 NOES:

129 ABSTAIN:

130 ABSENT:

131

132 First Reading:  
133 Public Hearing:  
134 Second Reading:  
135 Effective Date:  
136  
137  
138 Reviewed and approved as to form:  
139  
140  
141 \_\_\_\_\_  
142 Walt Wrede, City Manager  
143  
144 Date: \_\_\_\_\_

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

1 CITY OF HOMER  
2 HOMER, ALASKA

3  
4 ORDINANCE 14-20(S)

5 Roberts

6 AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING  
7 HOMER CITY CODE 21.26.020, PERMITTED USES AND  
8 STRUCTURES, TO ADD OPEN AIR BUSINESS AS A PERMITTED  
9 USE IN THE GENERAL COMMERCIAL 2 ZONING DISTRICT.

10  
11 WHEREAS, The Homer City Code defines a Farmers market as a location where the  
12 primary activity is the sale of goods grown upon the land of the seller; and

13  
14 WHEREAS, Farmers' markets are permitted outright in the Central Business and Town  
15 Center Zoning Districts; and

16  
17 WHEREAS, Farmers' markets have become popular and necessary parts of  
18 communities nation-wide; and

19  
20 WHEREAS, Farmers market is inclusive of the definition of open air business; and

21  
22 WHEREAS, Open air business is permitted outright in the General Commercial 1 Zoning  
23 District.

24  
25 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

26  
27 Section 1. Homer City Code 21.26.020, Permitted uses and structures, is amended to  
28 read as follows:

29  
30 21.26.020 Permitted uses and structures. The following uses are permitted outright in  
31 the General Commercial 2 District, except when such use requires a conditional use permit by  
32 reason of size, traffic volumes, or other reasons set forth in this chapter:

33 a. Production, processing, assembly and packaging of fish, shellfish and seafood  
34 products;

35 b. Construction, assembly and storage of boats and boat equipment;

36 c. Manufacture and assembly of pottery and ceramics, musical instruments, toys,  
37 novelties, small molded products, electronic instruments and equipment and electrical devices;

38 d. Research and development laboratories;

39 e. Trade, skills or industrial schools;

40 f. Publishing, printing and bookbinding facilities;

41 g. Auto, trailer, truck, recreational vehicle and heavy equipment sales, rentals, service  
42 and repair, excluding storage of vehicles or equipment that is inoperable or in need of repair;

- 43 h. Storage and distribution services and facilities, including truck terminals, warehouses
- 44 and storage buildings and yards, contractors' establishments, lumberyards and sales, or similar
- 45 uses;
- 46 i. Airports and air charter operations;
- 47 j. Heliports;
- 48 k. Underground bulk petroleum storage;
- 49 l. Cold storage facilities;
- 50 m. Parking lots and parking garages, in accordance with Chapter 21.55 HCC;
- 51 n. Mobile commercial structures;
- 52 o. Accessory uses to the uses permitted in the GC2 district that are clearly subordinate
- 53 to the main use of the lot or building, such as wharves, docks, restaurant or cafeteria facilities
- 54 for employees; or caretaker or dormitory residence if situated on a portion of the principal lot;
- 55 provided, that separate permits shall not be issued for the construction of any type of
- 56 accessory building prior to that of the main building;
- 57 p. Taxi operation;
- 58 q. Mobile food services;
- 59 r. Itinerant merchants, provided all activities shall be limited to uses permitted outright
- 60 under this zoning district;
- 61 s. Recreational vehicle parks, provided they shall conform to the standards in Chapter
- 62 21.54 HCC;
- 63 t. Hotels and motels;
- 64 u. Dormitory;
- 65 v. As an accessory use, one small wind energy system per lot;
- 66 **w. Open air business.**

67  
68 Section 2. This Ordinance is of a permanent and general character and shall be  
69 included in the City Code.

70  
71 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of  
72 \_\_\_\_\_ 2014.

73  
74 CITY OF HOMER

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77 \_\_\_\_\_  
78 MARY E. WYTHER, MAYOR

79  
80 ATTEST:

81  
82  
83 \_\_\_\_\_  
84 JO JOHNSON, MMC, CITY CLERK

85



86 AYES:  
87 NOES:  
88 ABSTAIN:  
89 ABSENT:  
90  
91  
92  
93 First Reading:  
94 Public Hearing:  
95 Second Reading:  
96 Effective Date:

97  
98

99 Reviewed and approved as to form:

100  
101  
102

103 \_\_\_\_\_  
Walt Wrede, City Manager

104  
105 Date: \_\_\_\_\_  
106

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

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





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Planning  
491 East Pioneer Avenue  
Homer, Alaska 99603  
[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)  
(p) 907-235-3106  
(f) 907-235-3118

## MEMORANDUM 14- 105

TO: MAYOR WYTHE AND HOMER CITY COUNCIL  
FROM: RICK ABOUD, CITY PLANNER  
DATE: June 17, 2014  
SUBJECT: AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING HOMER CITY CODE 21.16.020, PERMITTED USES AND STRUCTURES, TO ADD OPEN AIR BUSINESS AS A PERMITTED USE IN THE GENERAL COMMERCIAL 2 ZONING DISTRICT.

The Planning Commission invited and heard from representatives of the Board of the Homer Farmers Market in the work session and accepted testimony at the beginning of the Regular Meeting of May 21, 2014. A public hearing was held by the Planning Commission meeting of June 4, 2014 on the proposed ordinance. Council Member Roberts provided testimony at the work session held before the meeting.

The ordinance, as originally conceived, was to consider for the conditional use allowance for expansion of farmer's market activities. Uses, as classified in Homer City Code, allow permitted or "outright" uses that are reviewed and permitted through the planning office or conditional uses which may be permitted after a hearing at the Planning Commission. Current code already allows outright provision for farmers market in Central Business District (CBD) and Town Center District (TCD). It is also allowed outright in General Commercial 1 (GC1) district, as it is a subset of "open air business" which is permitted outright. The Commission does not wish to restrict farmer's market activity any further than currently provided in code and does not support moving it to a conditional use from the current permitted status.

Now we have a consideration for the amendment to further consider open air business in CBD and GC2. After discussion about the higher standards for development found in the CBD and all the present efforts at beatification, it was found to not be in the best interests of all the effort made to improve the looks of CBD to allow for flea market activities on a continuous basis. The commission supported a motion to remove consideration for open air business in the CBD and recommended to retain farmers market as a permitted use. No objections were made for the allowance of open air market as a permitted use in the GC2 district, as flea markets and swap meets are commonly found in industrial areas. This also expands to the allowance for farmers market in GC2.

### Recommendation:

The Homer Advisory Planning Commission recommends the City Council accept amended Ordinance 14-20

### Attachments:

Staff Reports 14-48, 14-50  
Excerpts from Planning commission meeting minutes 5.21.14 and 6.4.14  
Ordinance 14-20 Revised





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3106

(f) 907-235-3118

### Staff Report 14-48

TO: Homer Advisory Planning Commission  
FROM: Rick Abboud, City Planner  
DATE: May 21, 2014  
SUBJECT: Farmers market for CBD, GC1 and GC2 Districts

---

**Introduction** The City council introduced an ordinance to consider alternate sites for a farmers market and wishes to have the Planning Commission review and make recommendations. At the time of this staff report, I requested that a representative of the Homer Farmers Market come at our work session.

*"Farmers' market" means a location where the primary activity is the sale of goods:*

- 1. Grown upon the land that the seller controls, in the case of fruits, nuts, vegetables, other plant products, or other processed agricultural products;*
- 2. Bred, raised, cultivated or collected by the seller, in the case of animal, poultry, viticulture, vermiculture, aquaculture, eggs, honey and bee products;*
- 3. Cooked, canned, preserved, or otherwise significantly treated by the seller, in the case of prepared foods; or*
- 4. Created, sewn, constructed, or otherwise fashioned from component materials by the seller.*

It is my understanding that the council wished to consider farmers market/open air business in the CBD, GC1 and GC2 Districts. The Farmers Market was the primary intent. In review of the ordinance, I found that Farmers Market is already permitted outright in the CBD and Open Air Business is permitted outright in GC1 while neither uses are found in the GC2.

What is the difference you may ask? Farmers Market is defined in code and Open Air Business is not. In this case, it is up to me to interpret Open Air Business. Generally, I find it to include all the activities of the Farmers Market and more. May things could be included, like flea markets. This being the case, I really do not find a need to add Farmers Market to the GC1 district, as I find it inclusive of Open Air Business.

After reading the Farmers Market Handbook, I find that most everything is covered in the "Farmers Market" definition, with some possible exception(s). I do not find any mention of the entertainment that is commonly found, although this could possibly be considered a "non" primary activity. Perhaps there are others?

I do see an advantage of a conditionally permitted farmers market in that conditions, such as business hours might be addressed. I am not so sure of the need to roll back the presently out-right permitted nature of the business.

So, this leaves us with consideration of the GC2 district. I am not thinking of many qualms to having a farmers market in GC2 unless it might interfere with heavier operations and be hazardous.

The City Council also asked that I research what was done in Anchorage:

#### Farmers Market

##### a. Definition

An occasional, periodic, or seasonal market for offering for sale fresh agricultural, fresh food, or arts and crafts products directly to the consumer at an open-air market, covered structure with multiple stalls, or other pre-designated area, where the vendors are generally individuals who have raised the produce or made the product, or have taken the same on consignment for retail sale.

Farmers Market is a permitted use in all commercial and industrial districts except RO and MI, while also permitted in PLI (Public Lands and Institutions).

**Review:** Give consideration to the allowance of Farmers Market in CBD, GC1, and GC2. Also review definition of "Farmers Market".

**Staff Recommendation:** Schedule a public hearing and discuss possible amendment to the ordinance and clearly document the reasoning for the Planning Commission's recommendation on the record.

#### **Attachments:**

1. Ordinance 14-20
2. Farmers Market Handbook

# Ordinance Details

CITY OF HOMER

ORDINANCE 14-20

Roberts

AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING HOMER CITY CODE 21.18.030, CONDITIONAL USES AND STRUCTURES, 21.24.030, CONDITIONAL USES AND STRUCTURES, AND 21.26.030, CONDITIONAL USES AND STRUCTURES, TO ADD FARMERS' MARKET AS A CONDITIONAL USE IN THE CENTRAL BUSINESS DISTRICT, GENERAL COMMERCIAL 1 AND GENERAL COMMERCIAL 2 ZONING DISTRICTS.

WHEREAS, The Homer City Code defines a Farmers market as a location where the primary activity is the sale of goods grown upon the land of the seller; and

WHEREAS, Farmers' markets are permitted outright in the Town Center Zoning district; and

WHEREAS, Farmers' markets have become popular and necessary parts of communities nationwide; and

WHEREAS, Farmers' markets should be centrally located in relation to an area's population.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

**Section 1. Homer City Code 21.18.030, Conditional uses and structures, is amended to read as follows:**

21.18.030 Conditional uses and structures. The following uses may be permitted in the Central Business District when authorized by conditional use permit issued in accordance with Chapter 21.71 HCC:

- a. Planned unit developments, excluding all industrial uses;
- b. Indoor recreational facilities and outdoor recreational facilities;
- c. Mobile home parks;
- d. Auto fueling stations;
- e. Public utility facilities and structures;
- f. Pipeline and railroads;

- g. Heliports;
- h. Greenhouses and garden supplies;
- i. Light or custom manufacturing, repair, fabricating, and assembly, provided such use, including storage of materials, is wholly within an enclosed building;
- j. Shelter for the homeless, provided any lot used for such shelter does not abut a residential zoning district;
- k. More than one building containing a permitted principal use on a lot;
- l. Group care homes and assisted living homes;
- m. Drive-in car washes, but only on the Sterling Highway from Tract A-1 Webber Subdivision to Heath Street;
- n. One small wind energy system having a rated capacity exceeding 10 kilowatts; provided, that it is the only wind energy system of any capacity on the lot;
- o. Farmers' markets;**
- po. Other uses approved pursuant to HCC 21.04.020.

**Section 2. Homer City Code 21.24.030, Conditional uses and structures, is amended to read as follows:**

21.24.030 Conditional uses and structures. The following uses may be permitted in the General Commercial 1 District when authorized by conditional use permit issued in accordance with Chapter 21.71 HCC:

- a. Campgrounds;
- b. Crematoriums;
- c. Multiple-family dwelling;
- d. Public utility facility or structure;
- e. Mobile home parks;
- f. Planned unit developments;
- g. Townhouses;
- h. Pipelines and railroads;



- i. Heliports;
- j. Shelter for the homeless, provided any lot used for such shelter does not abut an RO, RR, or UR zoning district;
- k. More than one building containing a permitted principal use on a lot;
- l. Day care facilities; provided, however, that outdoor play areas must be fenced;
- m. Other uses approved pursuant to HCC 21.04.020;
- n. Indoor recreational facilities;
- o. Outdoor recreational facilities;

**p. Farmers' markets.**

**Section 3. Homer City Code 21.26.030, Conditional uses and structures, is amended to read as follows:**

21.26.030 Conditional uses and structures. The following uses may be permitted in the General Commercial 2 District when authorized by conditional use permit issued in accordance with Chapter 21.71 HCC:

- a. Mobile home parks;
- b. Construction camps;
- c. Extractive enterprises, including the mining, quarrying and crushing of gravel, sand and other earth products and batch plants for asphalt or concrete;
- d. Bulk petroleum product storage above ground;
- e. Planned unit developments, excluding residential uses;
- f. Campgrounds;
- g. Junk yard;
- h. Kennels;
- i. Public utility facilities and structures;
- j. Pipelines and railroads;
- k. Impound yards;

l. Shelter for the homeless, provided any lot used for such shelter does not abut an urban, rural or office residential zoning district;

m. More than one building containing a permitted principal use on a lot;

n. Day care facilities; provided, however, that outdoor play areas must be fenced;

o. Group care homes and assisted living homes;

p. Other uses approved pursuant to HCC 21.04.020;

q. Indoor recreational facilities;

r. Outdoor recreational facilities;

**s. Farmers' markets.**

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF HOMER

\_\_\_\_\_  
MARY E. WYTHER, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK

# HOMER FARMERS' MARKET POLICY HANDBOOK

REVISED  
MARCH 24, 2014

**HOMER FARMERS' MARKET**  
P.O. Box 2274  
Homer, Alaska 99603



For Information and Applications, visit us at:  
[www.homerfarmersmarket.org](http://www.homerfarmersmarket.org)

*Friend us on Facebook!*  
*Sign up for our online Newsletter at the website.*

Market Manager/Coordinator  
(907) 299-7540  
Email: [manager@homerfarmersmarket.org](mailto:manager@homerfarmersmarket.org)

Market Advisory Board  
Scott Miller, President  
Marsha Rougely, Vice President  
Rachel Lord, Secretary  
Sharon Brooks, Treasurer  
Janet Bacher  
Paul Castellani  
Christina Castellanos  
Dan Dorvall  
Emily Garrity  
Susan Houlihan  
Margo Reveil  
Dawn Schneider



# Policies

## 1. Alaska Grown/Made in Alaska

Quality Alaskan grown foods are the main emphasis of the Homer Farmers' Market (HFM). The Market will also be an outlet for other Alaskan harvested/ processed foods and nursery products. As available, Market space may be allocated to Alaskan made non-food crafts, with a priority for handcrafted items made with locally grown, harvested or wildcrafted materials. See Market Craft Standards, part A of section 11 for details.

## 2. Vendor Applications/Fees

All vendors must be members of the HFM. Vendors may not sell unless applications are approved and membership fees are paid. Each vendor is responsible for paying the Market space fee to the designated Market Manager before each Market day. Fees are as follows:

Yearly membership fee:

\$20.00

Full Market space per season (includes Saturdays & Wednesdays):

\$15.53 per week - full season payment of \$295.00 due at time of accepted application.

Market space per day (on a space available basis):

Saturdays - \$22.00 per space, includes following Wednesday Market.

Wednesday Market Only - \$10 per space, per day.

Fees are non-refundable and non-transferable. The signature page at the back of this policy book is required with all applications. There will be a \$25 late fee if full season vendors have not paid by the first scheduled market.

## 3. Who May Sell

Resale, solicitations and sales outside of booth space are prohibited at the Market. All items sold at the Market must be directly grown, harvested, wildcrafted, processed or crafted by the vendor, with the following exceptions: a vendor may designate a member of his or her household or a paid employee to represent them at the Market; a vendor may sell for one other vendor who is not present, but all vendors must be members. Subletting is not permitted. A Market space may be shared if approved by the Advisory Board or Market Manager. *(Homer Farmers' Market Advisory Board reserves the right to grant variances to these policies to improve the quality of the Market.)*

## 4. Market Location/Hours

The HFM is an open-air market located at 1211 Ocean Drive. Saturday Markets starting Memorial Day weekend and continue through the fall. The Annual Harvest Party will be the last Saturday in September. Mid-week Markets start the first Wednesday of July.

Saturdays - 10:00 a.m. to 3:00 p.m.

Wednesdays - 3:00 p.m. to 6:00 p.m.

Vendors may not begin selling before the Market opens. The Market Manager will announce the opening of the Market.

## 5. Space Selection

The Market has a limited number of spaces. Vendors who prepay for the season by the annual meeting and have been accepted by the Board as full season vendors will be assigned a space for the season.

## 6. Vendor Expectations

- Attend weekly Markets.

- Inform Market Manager by Thursday 5:00 p.m. if unable to attend Saturday Market.
- Vendor space may be reassigned after 9:30 a.m. Saturday morning if Market Manager is not notified of late arrival.

#### 6. Vendor Expectations - Continued

- Available vendor spaces will be assigned by Market Manager.
- Vendors interested in Saturday Market space must call Market Manager by 5:00 p.m. Thursday. *(Failure to abide by policies may result in loss of full season status)*

#### 7. Vendor Set-Up/Clean-Up

**Set-Up** – Setup may begin at 8:30 a.m. for Saturday Market and is to be completed before the Market opens. Each vendor is responsible for his or her own method of display. No vehicles may be driven in the Market area between 10:00 a.m. and 3:00 p.m.

- Maximum booth size is 10 feet wide.
- Shelters, if used, should be sturdy, weighted against wind and aesthetically pleasing.
- Booths have a height restriction of 10 feet tall.
- Tailgate sales are permitted in available spaces.
- All food items must be displayed at least six inches above ground.
- The Market Manager may request that questionable shelters be removed.

**Clean-Up** – Vendors must have Market Manager approval to break their spaces down before the close of the Market. Clean up should be completed one hour after Market closes. All vendors are responsible for cleaning their space, including trash and plant debris, and must take their debris with them. If this is not done to the satisfaction of the Market Manager, after an initial warning, the vendor will be fined \$25.00 per violation. Failure to clean up may result in exclusion from the Market.

All sun/rain shelters must be removed two (2) weeks after vendor's last Market or face a fine of \$50 and/or exclusion of future Markets.

#### 8. Pricing/Sales

All items must be clearly labeled with prices. This may be done by individually tagging items or containers of an item, or by listing all items and prices on a sign.

Scales used at the Market must be legal for trade.

#### 9. Organic Labeling

To be fair to all vendors, the Market Board is asking that no one use "organic" in their name, labeling or marketing. It is illegal for those who make over \$5000 a year to use the word without being certified organic (a very costly process), so it leaves them at a disadvantage and misleads consumers. The Info Booth at the front will have information for consumers to explain all this. Feel free to explain details such as "Alaska Naturally Grown Certified: or "no pesticides" or "all natural" or "grown with ..." or whatever. That's the benefit of a farmers market - customers can get to know their farmer and their food!

#### 10. Quality/Inspections

The HFM strives to provide a market place where wholesome, high quality products are sold by the grower/producer. Vendors are expected to bring only high quality products to Market. In order to insure the integrity of the Market, vendors must give permission for the Market Manager or other Market representatives to visit a vendor's land or place of business for reasonable inspection of production or processing facilities.

The State of Alaska Environmental Health Officer (DEC) inspects the Market each season. Every vendor selling or offering prepared food for consumption by the general public must have proper DEC permitting and proof of liability insurance displayed at that booth.

The Market Advisory Board also reserves the right to prohibit products with objectionable images, messages, or product implications being sold at the Market.

## 11. Non-Food Crafts

HFM is chartered to promote local agriculture and, as such, is not primarily a crafter's market. Market space may be allocated to locally produced crafts on a space available basis, not to exceed 30% during the main harvest season. HFM recognizes the importance of value-added craft products to the local market economy and will attempt to accommodate crafters when possible, while working to maintain an overall focus on agriculture products.

A. **Homer Farmers' Market Craft Standards** – In allocating space at the Market, priority is given to crafts that best meet the following standards. "Ideal" crafts are given top priority followed by "acceptable" and last, "discouraged".

- IDEAL – Handcrafted at least partially from locally obtained recycled or renewable materials. Utilizes local wildcrafted or farm products. *High quality, creative, unique at the Market.*
- ACCEPTABLE – Handcrafted from imported, purchased or non-renewable materials when comparable locally obtained recycled or renewable materials are not available. Locally produced items such as photographs or music CD's. *High quality, creative.*
- DISCOURAGED – Made from imported, purchased or non-renewable materials when comparable locally obtained recycled or renewable materials are available. *Poor quality, similar to other crafts at the Market.*
- UNACCEPTABLE – Assembled from kits or pre-made components.

B. Craft applications for full season consideration must be received by the annual meeting held in January. The Market Advisory Board will meet to evaluate craft vendor applications. Vendors will be asked to show samples of their crafts. Craft vendors will be notified by March 31<sup>st</sup> of the Board's decision. At that time, if accepted as a full season crafter, the annual membership fee and the full-season Market space fee will be due. Vendors who have not been accepted for the full season may be allotted Market spaces on a weekly space available basis -- if their products meet Market Craft Standards. These weekly space available vendors will pay the Market Manager the weekly fee for each market attended.

## 12. Food Vendor Standards

Priority is given to applicants whose business is locally owned and who uses products from participating farms, processes the product themselves, and who highlight regional ingredients. All applications must list all product to be vended. Adding product to application after the start of the market must be approved by market management. Food vendors will need to review policy numbers 10 and 14 in this Handbook before applying. Use of generators is discouraged and must be pre-approved by Market management.

- IDEAL – Homemade, handcrafted or wildcrafted ingredients from locally obtained food sources such as Farmers' Market produce or Alaskan meat or seafood. Quality value added product using ingredients from Farmer's Market vendors.
- ACCEPTABLE – Homemade products crafted by vendor with minimal store bought ingredients.
- UNACCEPTABLE – Sale of store bought products such as candy, soda or bag chips.

### 13. Food Vendors Also Selling Crafts

Food vendors may also sell non-food crafts. Crafts may not exceed 30% of booth space and must be approved by the Market Manager or the Board prior to setup. If crafts exceed 30% of booth space, a vendor will be considered a crafter.

### 14. Baked Goods/Grain Products

A DEC approved kitchen is not required for the preparation of baked goods including pastries, cookies, muffins, breads, pies and granolas. This does not include items that require refrigeration like cream pies, cheese cake, or items with all meats including fish and poultry. All vendors must be familiar with and follow all aspects of DEC regulations. These regulations (Statute 18 AAC 31.012) can be found at: <http://dec.alaska.gov/commish/regulations/pdfs/18%20AAC%2031.pdf>.

Some highlights:

- The individual who makes the food must be the one who sells it directly to consumers.
- DEC requires that vendors put either on a visible placard or on the label of items the statement “THESE PRODUCTS ARE NOT SUBJECT TO STATE INSPECTION” as well as the vendor’s physical address and telephone number or vendor’s business license number (the Market will provide such a placard).
- In regards to foods like pickles or sauerkraut, refer to DEC regulations for the requirements for testing before selling at the Market.

Specific to the Homer Farmers Market:

- Vendors must prepare baked goods locally from raw ingredients. No commercial mixes or pre-made ingredients are allowed. When available, fruits or vegetables used in baked goods should come from local growers.
- Vendors of baked goods are required to sell items individually wrapped or kept covered and not handled with bare hands. For example: tongs, napkins, or wax paper may be used.
- Vendor must supply a list of the ingredients in the items (either on the labels or on a visible placard).
- Anyone selling food is required to provide a trash can and remove their own trash.
- Reminder: whatever the vendor has signed up to sell (whether produce or crafts), no more than 30% of their booth can be used to sell items under the other categories (such as baked goods).

### 15. Mushrooms and Sprouts

Wild harvested mushrooms are potentially hazardous. Vendors wishing to sell wild harvested mushrooms must contact the DEC directly regarding State regulations and are responsible for insuring the safety of their mushrooms. Sprouts are considered a potentially hazardous food by the DEC and must be produced in a DEC approved facility in order to be sold at the Market. Vendors selling either of these items must provide a copy of their DEC certification and proof of liability insurance to the Market Manager.

### 16. Processed or Dried Foods

Preserves, jams and jellies, honey, fruit syrups, dried herbs and teas, and herbal vinegars are exempted from DEC regulation, and may be sold without certification. Processed foods not exempted above are subject to DEC regulation. Vendors are responsible for working directly with the DEC to insure compliance with Alaska Statute 18 AAC 310 and other applicable regulations, and must provide a copy of their DEC certification and proof of liability insurance to the Market Manager.

Fruits, vegetables, and herbs used in processed foods should be primarily grown or wildcrafted by the vendor, or purchased from a local grower.

**17. Fish/Seafood**

The sale of fish and seafood is regulated by the Alaska Dept. of Fish & Game and the DEC. Vendors must comply with all applicable regulations and must provide the market with copies of their licenses, insurance, permits, and certificates.

Seafood sold at the market must be caught or raised (shellfish) by the vendor or brokered by a vendor whose product is locally sourced.

Priority is given to vendors whose product enhances the diversity of the market.

The total number of seafood vendors at the market will be limited, due to market demand, and at the discretion of the Market Manager and/or the Board of Directors.

**18. Sign/Permits**

All vendors must clearly display a sign stating their family or business name. All signs must be displayed in a safe manner. Vendors selling regulated products (DEC, USDA, ADF&G, etc.) must clearly display applicable permits or certificates on site.

**19. Business Requirements/Sales Taxes**

Each vendor is responsible for all aspects of sales and cash flow. Vendors must obtain a permit to collect Borough and City sales taxes, if applicable. Applications are available at Homer City Hall.

**20. Parking**

Vendor and customer parking spaces have been designated.

**21. Restrooms**

There is a portable toilet on the Market grounds for use by customers and vendors. Vendors are asked to help to keep it clean and to report any problems to the Market Manager. Vendors are reminded to use the hand washing station located next to the portable toilet.

**22. Children at the Market**

All children need to be supervised by a parent or guardian as the Market is not responsible for childcare. Children under 16 selling at the HFM should be supervised by a parent or guardian. Children should understand and practice good hygiene procedures. Children who are disorderly will be asked not to return as vendors.

**23. Pets and Animals**

No pets will be allowed in the Market or in the vendor area as per Alaska Statute 18 AAC 310. The only exceptions to this policy are trained seeing-eye dogs or dogs for the hearing impaired. This includes during set-up or clean-up times. Vendors who bring pets to the Market must keep them in an enclosed vehicle, except when walking them outside of the Market area. It is up to all vendors to enforce this with fellow vendors and customers. No live animals may be sold or displayed at the Market, except seafood sold per DEC regulations.

**24. Smoking, Drugs and Alcohol**

Smoking is not allowed on the Market grounds. The use or distribution of alcohol, drugs or any illegal substance is prohibited on Market grounds.



25. **Coupon Redemption Program – WIC/SFMNP**  
Applicable vendors are encouraged to participate in the Women, Infant, and Children’s (WIC) Nutrition Program and the Senior Farmers’ Market Nutrition Program (SFMNP). To participate, vendors must contact the Homer WIC office for registration and training on WIC rules and regulations. Only fresh, unprocessed produce may be exchanged for WIC coupons and no money may be given as change.

26. **Token Programs**  
The Homer Farmers’ Market has two different programs using tokens. The first is for recipients of the QUEST food stamp program. Recipients can swipe their QUEST card at the Market’s info booth at the Market entrance where they will receive wooden tokens to spend on food items in the Market. These tokens come with values of \$1 and \$5 and can only be spend on QUEST Food Stamp program eligible foods, including: bread products, produce, meat, fish, poultry, eggs, dairy products, seeds and plant starts which produce food to eat. No change can be given to customers using these tokens. Only vendors participating in the QUEST token program can accept these tokens. The program agreement/contract can be found online at [www.homerfarmersmarket.org](http://www.homerfarmersmarket.org) or at the information booth during Market hours.

The second token program involves the Homer Farmers’ Market coin. This golden coin, minted at the Alaska Mint with the Market logo on it was created as a souvenir and to promote buying locally. Customers can buy them with cash or swipe their debit card at the info booth to purchase these coins. The coin has a \$20 value and can be used to purchase any item, the same as if it were a \$20 bill. Change can be given. Vendors wishing to accept these coins need to sign the same contract as those accepting QUEST tokens to show that they understand the difference between the two programs.

Tokens and coins can then be turned in to the information booth on Market days. At the following Saturday Market, the Market Manager will distribute reimbursement checks to vendors. If a vendor is not going to be present to get their check, they need to arrange other options with the Market Manger.

27. **Market Board of Directors**  
Homer Farmers' Market is a non-profit organization managed by an advisory board of up to 12 persons. Market Advisory Board members are elected for three-year terms. Any member who has held membership for one year is eligible for election to the Board, and is encouraged to run. Elections are held at the annual HFM general meeting by a vote of all members present. The Market Advisory Board will manage all business, advertisement, and other organizational infrastructure. The Market Manager acts according to the instructions of the Board.

28. **Discrimination and Harassment**  
Members/Vendors of the HFM participating in Market functions, whether dealing with customers of the Market or with other Market vendors, shall not discriminate against any individual with regards to selling of products, discipline, or other matters because of age, sex, race, creed, national origin, sexual orientation, or the presence of any physical or mental disability. Members/vendors shall behave toward all customers, potential customers or other vendors in a way that is free of harassment and discrimination. Complaints should be taken to the Market Advisory Board and will be regarded with confidentiality.

## Mission Statement

*The Homer Farmers' Market welcomes all growers of farm, garden, and greenhouse produce to participate in a weekly market. The Homer Farmers' Market was established in 2000 to aid in the development of a sustainable local agricultural community for the benefit of the greater community of the Kachemak Bay area by:*

- *Being an outlet for producers of small quantities of products.*
- *Providing the consumer with an opportunity to purchase excellent garden/farm fresh products.*
- *Expanding economic activity.*
- *Fostering consumer-producer education and relations.*

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I have read and agree to abide by the policies contained within the Homer Farmers' Market Policy Handbook

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Name

Detach this page and include with your application.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

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## Staff Report 14-50

TO: Homer Advisory Planning Commission  
FROM: Rick Abboud, City Planner  
DATE: June 4, 2014  
SUBJECT: Open Air Business/Farmers Markets in CBD, GC1 and GC2 Districts

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**Introduction** As a result of the motion made at the last meeting, we are having a public hearing regarding the addition of Open Air Business in the districts listed above. Open Air Business includes Farmers Market by definition. As amended, this use would be permitted outright in all districts. Definitions are included below.

“Business, open air” or “open air business” means the retail sale or display of merchandise or services, including but not limited to farmers’ markets and flea markets, conducted outdoors or under a canopy for protection from the elements and held on a regular or periodic basis. Open air business does not include (1) outdoor display or sales of goods or services by a retail or wholesale business that is principally located in a building, or (2) sales, services or rentals of any kind of boat or motorized vehicle.

“Farmers’ market” means a location where the primary activity is the sale of goods:

1. Grown upon the land that the seller controls, in the case of fruits, nuts, vegetables, other plant products, or other processed agricultural products;
2. Bred, raised, cultivated or collected by the seller, in the case of animal, poultry, viticulture, vermiculture, aquaculture, eggs, honey and bee products;
3. Cooked, canned, preserved, or otherwise significantly treated by the seller, in the case of prepared foods; or
4. Created, sewn, constructed, or otherwise fashioned from component materials by the seller.

**Review:** Open Air Businesses such as flea markets are commonly found in industrial zones, as it is not viewed to have much of a negative impact relative to other industrial uses that might create noise, odor, or be unpleasant to view. Flea markets found to operate as an Open Air Business generally present an unpleasant site when various items in various states of repair or condition are placed on the ground and scattered about.

A comparison of flea markets to garage sales was made. I find outrightly permitting flea markets in the CBD quite different than an occasional garage sale. We made a design manual to guide development in the CBD and quite pointedly restrict the outdoor display of retail or wholesale goods when the business is primarily located in a building. Flea markets are commonly found along well traveled commercial corridors in rather bleak lots, usually old parking lots with little or no landscaping. Garage sales are, for the vast majority, one weekend events in a garage or driveway and generally do not fill entire front yards. PLEASE DO NOT DETRACT FROM ALL THE EFFORTS MADE TO BEAUTIFY OUR CENTRAL BUSINESS DISTRICT BY ALLOWING UNFETTERED FLEA MARKETS TO COLOCATE OR LOCATE ADJACENT TO ESTABLISHED BUSINESSES.

I find no issue with allowing Open Air Business in the GC1 or especially GC2 districts. It is already allowed outright in GC1 and the activity is one that should not detract from the GC2.

Farmers Markets are already permitted outright in the CBD. This concept has already gained community acceptance and have not heard of any concern about the activity from the public.

**Staff Recommendation:** Make a motion to strike “Open Air Business” as a permitted use in the CBD and add “Farmers Market” in its place, as currently found in code.

**Attachments:**

1. Ordinance 14-20 revision

# Ordinance Details

CITY OF HOMER

ORDINANCE 14-20 (Revised June 4, 2014)

AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING HOMER CITY CODE 21.18.020, PERMITTED USES AND STRUCTURES AND 21.26.030, PERMITTED USES AND STRUCTURES, TO ADD OPEN AIR BUSINESS AS A PERMITTED USE IN THE CENTRAL BUSINESS DISTRICT AND GENERAL COMMERCIAL 2 ZONING DISTRICTS AND ELIMINATE FARMERS MARKET CENTRAL BUSINESS DISTRICT ZONING.

WHEREAS, The Homer City Code defines a Farmers market as a location where the primary activity is the sale of goods grown upon the land of the seller; and

WHEREAS, Farmers' markets are permitted outright in the Town Center Zoning district; and

WHEREAS, Farmers' markets have become popular and necessary parts of communities nationwide; and

WHEREAS, Farmers' markets should be centrally located in relation to an area's population.

WHEREAS, Farmers market is inclusive of the definition of open air business

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

**Section 1. Homer City Code 21.18.020, Permitted uses and structures, is amended to read as follows:**

## **21.18.020 Permitted uses and structures.**

The following uses are permitted outright in the Central Business District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reasons set forth in this chapter:

- a. Retail business where the principal activity is the sale of merchandise and incidental services in an enclosed building;
- b. Personal service establishments;
- c. Professional offices and general business offices;
- d. Restaurants, clubs and drinking establishments that provide food or drink for consumption on the premises;
- e. Parking lots and parking garages, in accordance with Chapter 21.55 HCC;

- f. Hotels and motels;
- g. Mortuaries;
- h. Single-family, duplex, and multiple-family dwellings, including townhouses, but not including mobile homes;
- i. Floatplane tie-up facilities and air charter services;
- j. Parks;
- k. Retail and wholesale sales of building supplies and materials, only if such use, including storage of materials, is wholly contained within one or more enclosed buildings;
- l. Customary accessory uses to any of the permitted uses listed in the CBD district; provided, that a separate permit shall not be issued for the construction of any detached accessory building prior to that of the main building;
- m. Mobile homes, provided they conform to the requirements set forth in HCC 21.54.100;
- n. Home occupations, provided they conform to the requirements of HCC 21.51.010;
- o. Ministorage;
- p. Apartment units located in buildings primarily devoted to business or commercial uses;
- q. Religious, cultural, and fraternal assembly;
- r. Entertainment establishments;
- s. Public, private and commercial schools;
- t. Museums and libraries;
- u. Studios;
- v. Plumbing, heating and appliance service shops, only if such use, including the storage of materials, is wholly within an enclosed building;
- w. Publishing, printing and bookbinding;
- x. Recreational vehicle parks only if located south of the Sterling Highway (Homer Bypass) from Lake Street west to the boundary of the Central Business District abutting Webber Subdivision, and from Heath Street to the west side of Lakeside Village Subdivision, provided they shall conform to the standards in HCC 21.54.200 and following sections;

y. Taxi operation limited to a dispatch office and fleet parking of no more than five vehicles; maintenance of taxis must be conducted within an enclosed structure, and requires prior approval by the City Planner of a site, access and parking plan;

z. Mobile food services;

aa. Itinerant merchants, provided all activities shall be limited to uses permitted outright under this zoning district;

bb. Day care homes and facilities; provided, however, that outdoor play areas must be fenced;

cc. Rooming house, bed and breakfast and hostel;

dd. Auto repair and auto and trailer sales or rental areas, but only on Main Street from Pioneer Avenue to the Sterling Highway, excluding lots with frontage on Pioneer Avenue or the Sterling Highway, subject to the following additional requirements: Vehicles awaiting repair or service, inoperable vehicles, vehicles for parts, and vehicles awaiting customer pickup shall be parked indoors or inside a fenced enclosure so as to be concealed from view, on all sides. The fence shall be a minimum height of eight feet and constructed to prohibit visibility of anything inside of the enclosure. The portion of any vehicle exceeding eight feet in height may be visible outside of the fence. Vehicle parts (usable or unusable), vehicle service supplies, and any other debris created in the repair or servicing of vehicles shall also be stored indoors or inside the fenced enclosure out of view of the public;

ee. Open air business Farmers' market;

ff. Dormitory;

gg. Financial institutions;

hh. As an accessory use, one small wind energy system per lot having a rated capacity not exceeding 10 kilowatts;

ii. One detached dwelling unit, excluding mobile homes, as an accessory building to a principal single-family dwelling on a lot. [Ord. 11-44(S) § 3, 2011; Ord. 11-23(A) § 4, 2011; Ord. 09-34(A) § 10, 2009; Ord. 08-29, 2008].

**Section 2. Homer City Code 21.26.020, Conditional uses and structures, is amended to read as follows:**

The following uses are permitted outright in the General Commercial 2 District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reasons set forth in this chapter:

- a. Production, processing, assembly and packaging of fish, shellfish and seafood products;
- b. Construction, assembly and storage of boats and boat equipment;
- c. Manufacture and assembly of pottery and ceramics, musical instruments, toys, novelties, small molded products, electronic instruments and equipment and electrical devices;
- d. Research and development laboratories;
- e. Trade, skills or industrial schools;
- f. Publishing, printing and bookbinding facilities;
- g. Auto, trailer, truck, recreational vehicle and heavy equipment sales, rentals, service and repair, excluding storage of vehicles or equipment that is inoperable or in need of repair;
- h. Storage and distribution services and facilities, including truck terminals, warehouses and storage buildings and yards, contractors' establishments, lumberyards and sales, or similar uses;
- i. Airports and air charter operations;
- j. Heliports;
- k. Underground bulk petroleum storage;
- l. Cold storage facilities;
- m. Parking lots and parking garages, in accordance with Chapter 21.55 HCC;
- n. Mobile commercial structures;
- o. Accessory uses to the uses permitted in the GC2 district that are clearly subordinate to the main use of the lot or building, such as wharves, docks, restaurant or cafeteria facilities for employees; or caretaker or dormitory residence if situated on a portion of the principal lot; provided, that separate permits shall not be issued for the construction of any type of accessory building prior to that of the main building;
- p. Taxi operation;
- q. Mobile food services;
- r. Itinerant merchants, provided all activities shall be limited to uses permitted outright under this zoning district;
- s. Recreational vehicle parks, provided they shall conform to the standards in Chapter 21.54 HCC;



t. Hotels and motels;

u. Dormitory;

v. As an accessory use, one small wind energy system per lot.

**x. Open air business**

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of  
\_\_\_\_\_ 2014.

CITY OF HOMER

\_\_\_\_\_  
MARY E. WYTHER, MAYOR

ATTEST:

\_\_\_\_\_  
JO JOHNSON, MMC, CITY CLERK



Councilmember Van Dyke sponsored the ordinance since East End Road is one of the two primary corridors coming in and out of the city. It would be a huge benefit to landowners and the City to get more business and taxes into town.

Council discussed the East End Mixed Use District that would allow almost any kind of business to be mixed in the residential areas. Beginning at Bear Creek there are all kinds of businesses that extend to Kachemak Drive. The designation includes blanket commercial activities and residential. The intent is to expand uses along East End Road to make sure it is not strictly residential. The proposed designation is against the Comprehensive Plan. Council discussed zoning the area to a lower impact business area like Residential Office where different retail businesses could concentrate.

HOWARD/VAN DYKE - MOVED TO POSTPONE ORDINANCE 14-19 TO BE REWORKED WITH THE PLANNING DEPARTMENT SO IT IS MORE COMPLIANT WITH THE EXISTING COMPREHENSIVE PLAN.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. **Ordinance 14-20**, An Ordinance of the Homer City Council Amending Homer City Code 21.18.030, Conditional Uses and Structures, 21.24.030, Conditional Uses and Structures, and 21.26.030, Conditional Uses and Structures, to Add Farmers' Market as a Conditional Use in the Central Business District, General Commercial 1 and General Commercial 2 Zoning Districts. Roberts. Recommended dates: Introduction May 12, 2014, Refer to the Planning Commission.

Mayor Wythe called for a motion for the adoption of Ordinance 14-20 for introduction and first reading by reading of title only.

ROBERTS/BURGESS – SO MOVED.

Council discussed Ordinance 14-20 at the Committee of the Whole. The definition of a Farmer's Market is different than an Open-Air Market.

BURGESS/LEWIS - MOVED TO AMEND TO ADD OPEN-AIR BUSINESS AS A CONDITIONALLY PERMITTED USE IN THE THREE CATEGORIES WHERE COUNCILMEMBER

ROBERTS AND THIS PROPOSAL ALLOWS A FARMERS' MARKET AND REFER TO THE PLANNING COMMISSION.

Open-air businesses allow many uses. The Planning Commission may consider Open-Air instead of Farmers' Market.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Motion carried.

#### CITY MANAGER'S REPORT

##### A. City Manager's Report

1. Construction Update: At the time this report was written, paving was almost complete on the new trails around the harbor. Substantial work has been completed on the interpretative areas and other enhancements. The City is getting really positive feedback about the trails, the upgrades at End of the Road Park (paving, restroom, landscaping), the new trail from the Pioneer Dock to Coal Point Park, and the improvements near the load and launch ramp (lanes for through traffic).
2. More Natural Gas Conversions: This meeting agenda contains an ordinance appropriating money for additional gas conversions at City facilities, including some of the older restrooms around the harbor. The Finance Department reports significant savings so far. Right now, the heating bill at City Hall is about 70% lower each month.
3. Traffic Calming / Old Town: On Tuesday night, the 6<sup>th</sup>, I planned to attend a meeting of the Old Town Neighborhood Association. The purpose of the meeting was to talk about additional measures that could be taken to reduce speeding and reckless driving. The group planned to address the Planning Commission the next evening. You will recall that the Planning staff and Planning Commission are working on traffic calming policies and procedures. The City has completed much of what it promised to do so far in that regard including new crosswalks, additional signage, narrower driving lanes, and a lower speed limit. The Bishops Beach parking lot has been striped. The Charles Way trail is scheduled to be completed this summer.
4. Ramp 7. The Seldovia Village Tribe has decided to rebuild the damaged float and reinstall Ramp 7 this summer. The City is working with them on a temporary fix that should get us through the summer. One of the City's contract engineers reviewed the proposed plans last week to insure public safety. He recommended some changes that

ERICKSON/ BOS MOVED TO REMOVE CONDITION NUMBER 4, PROVIDE DEDICATION FOR A ¼ CUL-DE-SAC AT THE END OF SEASCAPE DRIVE.

There was no discussion.

VOTE: (Amendment)NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the main motion as amended.

VOTE (Main motion as amended): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **Pending Business**

A. Staff Report PL 14-46, Draft Ordinance on Heliports

The Commission reviewed and agreed that the graphs for heliports and helipads are as they had agreed on previously. The agreed by consensus that it could go forward for public hearing.

### **New Business**

A. Staff Report PL 14-47, Draft Ordinance on Towers

City Planner Abboud reviewed the staff report. He touched on options which include doing nothing, drafting something with the attorney, forming a task force, or working with a consultant.

The Commission talked briefly about the challenges of changing technology and the necessity of having towers where they are needed. There are many different designs for towers, as well as ways to work with topography and deal with line of sight across water. It was suggested that hearing from ACS and/or GCI about what their needs are could be helpful. There are federal regulations that need to be considered as well.

The consensus of the group was that they would like staff to research the regulations of other Alaskan communities and how they determined their regulations.

B. Staff Report PL 14-48, Ordinance 14-20 Farmer's Market/Open Air Business for CBD, GC1, and GC2 Districts

Chair Venuti noted for the record that the Commission heard from Farmers' Market representative and talked about this at the worksession. City Planner Abboud asked that they make a motion and recommendation on open air and what they may or may not modify. His goal is to have something

HOMER ADVISORY PLANNING COMMISSION  
REGULAR MEETING MINUTES  
MAY 21, 2014

laid out so the Commission can hold a public hearing. He encouraged the group to make recommendations relating to what they feel is most appropriate as Planning Commissioners.

ERICKSON/BOS MOVED TO ALLOW OPEN AIR BUSINESS IN THE CBD, GC1, AND GC2.

Question was raised if they want to keep flea markets in the definition of open air business, but no action was taken relating to that.

It was suggested the intent of making a requirement for a CUP in the designated districts is to protect the activity at the current location, and avoid a secondary effort in the CBD.

Another point of view is that putting barriers on business from doing what they want to try to do. It was noted that in the code, farmers' market can be in any area and the ordinance as proposed is unnecessary, redundant, and in conflict with itself. It should be rejected and not re-written. Disagreement was also expressed about trying to protect the current Farmers' Market.

Point was also raised that this is seasonal in the summer when people are out and looking for things to do. The more that's out there is better for the community and the tourists.

City Planner Abboud suggested they may want to consider not having open air business in the CBD where there could be flea markets along Pioneer Avenue in parking lots of businesses or empty lots. It could be better in the more industrial areas like it is now. He added that there aren't time restrictions in the code.

Commissioners continued to debate the motion and it was suggested they should hear from Councilmember Roberts before making a decision.

SLONE/BOS MOVED TO POSTPONE TO THE NEXT MEETING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

The Commission agreed to discuss further.

ERICKSON/SLONE MOVED TO RECONSIDER.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Discussion continued on the motion to allow open air business in CBD, GC1, and GC2.

They continued to discuss differing views of leaving it as an allowable use, and changing it to allowable as a CUP. They briefly touched on whether to expand it further into marine industrial. They acknowledged that this will come back for a public hearing and they can make continue to make amendments after they get feedback from the public.

VOTE: YES: SLONE, STEAD, STROOZAS, VENUTI, BOS, ERICKSON  
NO: HIGHLAND

Motion carried.

ERICKSON/ BOS MOVED TO REMOVE REFERENCES TO FARMERS' MARKET AND INCLUDE IT UNDER OPEN AIR BUSINESS.

There was no discussion.

VOTE: YES: VENUTI, SLONE, BOS, ERICKSON, STEAD, HIGHLAND, STROOZAS

Motion carried.

### **Informational Materials**

- A. City Manager's Report from the May 12, 2014 City Council Meeting
- B. KPB Plat Committee Notice of Decisions
  - Homer East Road Kachemak Drive to Waterman Road ROW Map Time Extension Request
  - Foothills Subdivision Sunset View Estates No. 2 Time Extension Request

There was brief discussion of the informational items.

### **Comments of the Audience**

Members of the audience may address the Commission on any subject. (3 minute time limit)

None

### **Comments of Staff**

City Planner Abboud commented that the tower CUP was remanded back to the Commission and he will let them know if the applicant wants to keep moving forward or try something else.

### **Comments of the Commission**

Commissioner Slone said he will be absent at the next meeting and that he wished the Business After Dark chamber mixer had been better attended.

Commissioner Stroozas commented about another event Get to Know Homer at Islands and Ocean Visitor Center, and the attendance was terrible, so it isn't just them.





VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **Presentations**

### **Reports**

A. Staff Report PL 14-49, City Planner's Report

City Planner Abboud reviewed his staff report that was included in the packet.

### **Public Hearings**

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

A. Staff Report PL 14-50, Ordinance 14-xx amending the Homer City Code to include "Open Air Businesses" as a permitted use in the Central Business District and General Commercial 2 District and remove Farmer's Market as Permitted use from the Central Business District.

City Planner Abboud reviewed the staff report.

Chair Venuti opened the public hearing.

There were no comments and the hearing was closed.

There was brief discussion to clarify the recommended action in the staff report.

HIGHLAND/STEAD MOVED TO STRIKE OPEN AIR BUSINESS AS A PERMITTED USE IN THE CBD AND ADD FARMERS MARKET IN ITS PLACE, AS CURRENTLY FOUND IN CODE.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

STEAD/HIGHLAND MOVED TO FORWARD ORDINANCE 14-20, AS AMENDED, TO CITY COUNCIL AND RECOMMEND THEIR ADOPTION.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.



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**CITY OF HOMER, ALASKA  
ORDINANCE 14-20(S)**

AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING HOMER CITY CODE 21.26.020, PERMITTED USES AND STRUCTURES, TO ADD OPEN AIR BUSINESS AS A PERMITTED USE IN THE GENERAL COMMERCIAL 2 ZONING DISTRICT.

WHEREAS, The Homer City Code defines a Farmers market as a location where the primary activity is the sale of goods grown upon the land of the seller; and

WHEREAS, Farmers' markets are permitted outright in the Central Business and Town Center Zoning Districts; and

WHEREAS, Farmers' markets have become popular and necessary parts of communities nation-wide; and

WHEREAS, Farmers market is inclusive of the definition of open air business; and

WHEREAS, Open air business is permitted outright in the General Commercial 1 Zoning District.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 21.26.020, Permitted uses and structures, is amended to read as follows:

21.26.020 Permitted uses and structures. The following uses are permitted outright in the General Commercial 2 District, except when such use requires a conditional use permit by reason of size, traffic volumes, or other reasons set forth in this chapter:

- a. Production, processing, assembly and packaging of fish, shellfish and seafood products;
- b. Construction, assembly and storage of boats and boat equipment;
- c. Manufacture and assembly of pottery and ceramics, musical instruments, toys, novelties, small molded products, electronic instruments and equipment and electrical devices;
- d. Research and development laboratories;
- e. Trade, skills or industrial schools;
- f. Publishing, printing and bookbinding facilities;
- g. Auto, trailer, truck, recreational vehicle and heavy equipment sales, rentals, service and repair, excluding storage of vehicles or equipment that is inoperable or in need of repair;
- h. Storage and distribution services and facilities, including truck terminals, warehouses and storage buildings and yards, contractors' establishments, lumberyards and sales, or similar uses;
- i. Airports and air charter operations;
- j. Heliports;

- 47 k. Underground bulk petroleum storage;
- 48 l. Cold storage facilities;
- 49 m. Parking lots and parking garages, in accordance with Chapter 21.55 HCC;
- 50 n. Mobile commercial structures;
- 51 o. Accessory uses to the uses permitted in the GC2 district that are clearly subordinate to
- 52 the main use of the lot or building, such as wharves, docks, restaurant or cafeteria facilities for
- 53 employees; or caretaker or dormitory residence if situated on a portion of the principal lot;
- 54 provided, that separate permits shall not be issued for the construction of any type of accessory
- 55 building prior to that of the main building;
- 56 p. Taxi operation;
- 57 q. Mobile food services;
- 58 r. Itinerant merchants, provided all activities shall be limited to uses permitted outright
- 59 under this zoning district;
- 60 s. Recreational vehicle parks, provided they shall conform to the standards in Chapter
- 61 21.54 HCC;
- 62 t. Hotels and motels;
- 63 u. Dormitory;
- 64 v. As an accessory use, one small wind energy system per lot.

65 **x. Open air business**

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

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 70 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of  
 71 \_\_\_\_\_ 2014.

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 73 CITY OF HOMER

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 77 MARY E. WYTHER, MAYOR

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 79 ATTEST:

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 82 \_\_\_\_\_  
 83 JO JOHNSON, MMC, CITY CLERK

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 86 AYES:  
 87 NOES:  
 88 ABSTAIN:  
 89 ABSENT:

# NEW BUSINESS



# RESOLUTIONS





CITY OF HOMER  
HOMER, ALASKA

City Clerk

RESOLUTION 14-078

A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE HOMER HARBORMASTER'S BUILDING / DEEPWATER DOCK TRAIL BOARDWALK TO A FIRM TO BE ANNOUNCED OF CITY AND STATE IN AN AMOUNT TO BE ANNOUNCED AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy, bids were advertised in the Homer News on May 14 and 21, 2014, the Peninsula Clarion and the Anchorage Daily News on May 18, 2014, sent to two in-state plans rooms, and posted on the Clerk's home page; and

Whereas, Bids were due on June 19 and \_\_\_\_\_ bids were received; and

WHEREAS, Bids were opened and the firm of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, was determined to be the low responsive bidder and found to be qualified to complete the work; and

WHEREAS, The cost of the construction of this project, as reflected in the low bid, is within the budget authorized by the City Council; and

WHEREAS, This award is not final until written notification of award is received by \_\_\_\_\_ from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves the contract award for the construction of the Homer Harbormaster's Building / Deepwater Dock Trail Boardwalk to the firm of \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, in the amount of \$\_\_\_\_\_ and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of June, 2014.

CITY OF HOMER

\_\_\_\_\_  
MARY E. WYTHE, MAYOR

45 ATTEST:

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48 \_\_\_\_\_

49 JO JOHNSON, MMC, CITY CLERK

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51 Fiscal Note: Acct. No. 151-0936, \$\_\_\_\_\_

# INVITATION TO BID

By the City of Homer, Alaska, for the

MAY - 2 2014

## Homer Harbormaster's Building / Deepwater Dock Trail Boardwalk

Sealed bids for the construction of the **Homer Harbormaster's Office / Deepwater Dock Trail Boardwalk** will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 PM, Thursday, June 19, 2014** at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms, and Plans and Specifications are available on line at <http://www.cityofhomer-ak.gov/rfps>

The project is funded with a State Legislative Grant. The City's local bidders 5% preference requirements will apply; state prevailing wage rates will apply. The work includes, but is not limited to, the following:

Construct a new 4,778 Sf. Harbormaster's Office building located on the Homer Spit's Freight Dock Road directly adjacent to the Seldovia Fast Ferry terminal. The new office building will consist of a concrete foundation and wood framed structure that will extend 15' over slope of the Homer Harbor banks. The Deepwater Dock Trail Boardwalk will consist of structural cast in place concrete columns that will carry a wood framed boardwalk out and around the southwest side of the Harbormaster's office building carrying trail pedestrians and bicyclists out over the Homer Harbor.

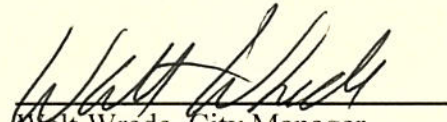
Please direct all technical questions regarding this project to: Dan Nelsen, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska, 99603, (907) 435-3141

A mandatory pre-bid conference will be held on Wednesday, **May 28<sup>th</sup>, 2014** at 1:00 PM at Homer City Hall Conference Room, 491 East Pioneer Avenue, Homer, AK to discuss the construction of the projects and answer any questions bidders may have.

Plan holder registration forms, and Plans and Specifications are available online 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.** Hard copies can be obtained at the office of the City Clerk upon payment of \$220 per set (\$250 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 2nd day of May, 2014.

CITY OF HOMER

  
Walt Wrede, City Manager

Homer Tribune – May 14 – May 21, 2014  
Peninsula Clarion – May 18, 2014  
Anchorage Daily News – May 18, 2014  
Fiscal Note: 151-0936



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

